

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Cowan Group Engineering (CONSULTANT) for the following reasons:

1. OWNER intends to construct James Garner Avenue Widening Bond Project from Acres Street to Duffy Street (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 25th day of February, 2020.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Paul D'Andrea, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Cowan Group Engineering:

Jeff Cowan
Principal
7100 N. Classen Blvd., Suite 500
Oklahoma City, OK 73116

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Cowan Group Engineering have executed this Agreement.

DATED this ___th day of _____, 200_.

The City of Norman
(OWNER)

Cowan Group Engineering
(CONSULTANT)

Signature _____

Signature 

Name _____

Name JEFF COWAN

Title _____

Title CEO

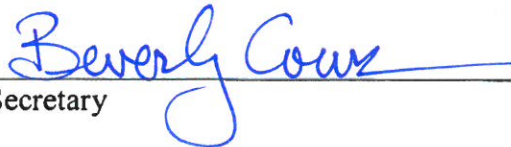
Date _____

Date 2/4/2020

Attest:

Attest:

City Clerk


Secretary

Approved as to form and legality this 21 day of February 2000.


City Attorney

ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The scope of work is to improve the existing 2-lane James Garner Avenue from Acres Street to Duffy Street. The project will include a Preliminary Engineering Report that is expected to include three (3) conceptual street layouts. A final recommendation will be included in the Final Engineering Report for CITY approval and proceed with construction plans. The preferred typical section is a divided 2-lane roadway with 12-foot wide lanes, a 15-foot wide landscaped median, parallel parking, and combined curb and gutter. Exceptions are in the residential area, from Linn Street to Duffy Street, where the existing right-of-way and existing configuration restricts the improvements to a continuous 2-lane roadway with 12-foot wide lanes and combined curb and gutter. The improvements also include two (2) new signalized intersections at Main Street and Gray Street. The BNSF Railway parallels this street along the east side, this project will include the coordination with BNSF personnel. A 5-foot sidewalk is to be constructed on the west side. The project will include a drainage analysis to evaluate options for an improved storm drain system including evaluation of green infrastructure or Low Impact Development (LID) applications, if feasible. A traffic study will be performed to evaluate intersection options and to optimize the roadway capacity. The traffic study will also include coordination with BNSF Railway and providing the necessary required controls. The scope of work will include; topographic survey, existing property boundary research, geotechnical analysis, utility coordination, roadway design, drainage design, traffic analysis, traffic signal and ADA Compliance. Design of utility relocations is not included in this scope of work.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

1. Roadway / Street

James Garner Avenue will be redesigned to a 2-lane divided roadway with a landscaped median and parallel parking. In areas of minimal right-of-way or budget restrictions, the parallel parking will be omitted, and the landscaped median will be considered. Based on the recommendations as defined in the traffic study portion of this contract, intersection design shall consist of realignment and signalization at Main Street and Gray Street.

The project will include drainage analysis to evaluate options for an improved storm drain system including evaluation of green infrastructure or LID applications. LID calculations and recommendations will be based on the City of Norman's adopted guidelines. Drainage areas will be delineated utilizing available CITY provided contour and zoning data for the area along with as-built plans. Storm drainage infrastructure will be designed to meet

current City of Norman criteria including hydraulic calculations. Hydraulic modeling (HEC-RAS) is not anticipated to be needed as part of this contract as there are no major cross drainage structures along the corridor. If determined to be needed, this can be added through amendment.

Sidewalk will parallel James Garner Avenue on the west side of the roadway. These pedestrian facilities will be designed to meet the most current version of the ADA, AASHTO, and PROWAG guidelines.

Landscaping will be designed for placement in the median sections of roadway and will accommodate planting areas for turf as the base bid and street trees as an alternate bid. If LID is determined feasible, plantings in those areas will be based on City of Norman guidelines and geared towards low maintenance native plantings. Non-LID areas will be designed to include irrigation meeting City of Norman criteria and standards.

2. Traffic

At the onset of the project, a traffic study will be conducted for the James Garner Avenue corridor to evaluate two intersections within the project limits and will include data collection and development of design hour volumes. Traffic data will be collected at key locations along the corridor and will include midweek peak hour turning movement counts (7:00 am – 9:00 am & 4:00 pm – 6:00 pm), and 24-hour traffic approach counts to evaluate signal warrants. To develop design hour volumes for analysis of the AM and PM peak hours, the CONSULTANT will assist the CITY in coordinating with ACOG to acquire the mobility model derived volumes. These volumes will be compared to historic growth trends and evaluated for adjustment with the final determination of analysis volumes coming from the CITY. This study will be utilized to provide recommendations for two (2) intersection configurations at Gray Street and Main Street on James Garner Avenue.

Traffic Signal design will be provided for the new actuated traffic signals at the intersections of James Garner Avenue with Gray Street and Main Street to facilitate the new roadway geometry and intersection recommendations as stated in the traffic study. Both traffic signals will be designed to facilitate pedestrian movements. Signing and striping along the corridor will be developed in conjunction with the roadway design to accommodate the new roadway configuration and multimodal facility configuration per the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

Phased traffic control will be designed to facilitate construction to allow two-way traffic through the duration of construction. It is assumed that temporary signalization will not be needed as part of the traffic control plan with intersection construction being handled through stop control but can be added through amendment.

Street Lighting and Pedestrian Lighting will be designed by OG&E throughout the corridor to provide adequate illumination in the roadway and the pedestrian walkway. CONSULTANT will incorporate required infrastructure (conduit) for the lighting into plans as specified by OG&E.

3. Bridge / Structural

Storm sewer design will be evaluated and any potential need for special drainage structures, such as junction boxes, will be assessed. One roadway sized box structure is expected to be extended. This structure is a Reinforced Concrete Box (RCB) located about 100 feet north of Daws Street. The anticipated improvement will be the removal of the existing headwalls and extension of the RCB with new headwalls constructed. The RCB and headwalls will not impact or change the adjacent existing BNSF Culvert structure. The RCB and headwalls will be designed and detailed to meet AASHTO Design Standards and City of Norman Design Criteria. It is assumed that no span bridge or detailed structural items will be needed as part of this contract but can be added through amendment as needed.

4. Survey

Topographic survey will be provided along the corridor from the centerline of the BNSF Railway to the face of buildings or 75-feet either side of the existing centerline of James Garner Avenue from about 350 feet south of Acres Street to Duffy Street. The survey will also include a minimum of 100 feet or through the first driveway, whichever distance is greater, in all directions at all side street and cross street intersections. At the intersections of Gray Street and Main Street the survey will extend a minimum of 250 feet in all directions. At the existing RCB and Drainage Channel the survey will include a 50-foot wide section 200-feet upstream and downstream from the centerline of the roadway.

Survey control will be based on the City of Norman Control network and will include 1-foot contour intervals with spot elevations at all key locations such as drainage features, sanitary sewer manholes, etc. Survey will denote the location of all visible utilities, those identified through OKIE 811 requests and any obtained from the City of Norman utility atlas maps. Additional items to be shown include all improvements within the scope areas such as drives, parking lots, landscaping, etc.

The CONSULTANT will notate identification/ownership of all adjoining properties and their rights-of-way and/or easements along the surveyed corridor.

Landowner notifications, generation of exhibits/legal descriptions for obtaining new rights-of-way/easements, right-of-way acquisition services, and survey data sheets are not provided as part of this contract but can be added through amendment as needed.

5. Geotechnical Testing

Roadway geotechnical investigation will include eight (8) borings to be drilled on alternating sides of the roadway. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. Dynamic Cone Penetrometer (DCP) testing will also be performed in the borings. In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on selected recovered samples. Soil samples will be classified in accordance with AASHTO and Unified Soil Classification Systems. In addition, two (2) Standard Proctor and California Bearing Ratio (CBR) tests will be performed on representative composite bulk samples.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included. Both a concrete and asphalt pavement design will be provided.

Bridge geotechnical, retaining wall geotechnical and sign/light pole foundation

recommendation are not provided as part of this contract but can be added through amendment as needed.

6. Public Meetings and Stakeholder Involvement

a. Public Meeting

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting one (1) Public Meeting associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Assist the City in conducting a Public Meeting
- Assist the City in assembling a Power Point Presentation
- Attend and present at the Public Meeting as requested by the OWNER
- Prepare responses to questions raised at the Public Meeting
- Prepare meeting minutes
- Prepare various meeting exhibits
- Notify City Administration of Public Meeting schedule
- Take site pictures of PROJECT

b. Stakeholder Meetings

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting two (2) Stakeholder Meetings (1 - City Council and 1 - Downtown Business Group) associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Conduct the required Stakeholder Meetings
- Attend and present at the Stakeholder Meetings as requested by the OWNER
- Prepare responses to questions raised at the Stakeholder Meetings
- Prepare meeting minutes
- Prepare various meeting exhibits

7. Right-Of-Way (R/W)

Right-of-way is not anticipated on this project. The CONSULTANT is not expected to prepare exhibits/legal descriptions. R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract but can be added through amendment.

8. Utilities

The CONSULTANT will provide utility investigations along the corridor for the Preliminary (30%) Plan and Design Analysis milestone in coordination with the CITY. The CONSULTANT will discuss the level, location, and requirements for spot or segment wide subsurface investigations at that time with the CITY. Subsurface utility Investigations are not included as part of this contract but can be added through amendment.

The CONSULTANT will provide a color-coded Utility Map according to OKIE 811 color coding along the corridor.

The CONSULTANT shall help coordinate and attend utility meetings at each milestone,

as needed. Utility coordination will include communication with utility companies and the City's utility department.

Design of utility relocations is not included in this scope of work but can be added through amendment.

9. Construction

a. Bidding

CONSULTANT shall prepare and submit all required bid documents for approval by the OWNER. Once the documents and final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:

- Distribute plans and bid documents to contractors
- Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.
- Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.
- Provide information or assistance needed by the OWNER in the course of any negotiations with prospective contractors.
- If bidding documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

b. Construction Support

CONSULTANT shall attend a Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled monthly progress meetings as requested (up to 12 meetings).

c. Record Drawings

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

10. Additional Services

MEETINGS

The CONSULTANT shall schedule milestone meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project. Brief weekly conference calls between the OWNER Project Manager and CONSULTANT Project Manager shall be conducted.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

1. Design Plans – 30/60/90 Milestone Schedule

a. Plan Requirements

Plan submissions will include both hard-copy and electronic deliverables. The hard-copy submittal shall consist of one (1) 24 x 36-inches (full-size) and (4) 11 x 17-inches (half-size) plan sets printed to scale (per ODOT standards) and delivered to the City of Norman Engineering Department. For the electronic submittal, the CONSULTANT will upload the plan set (and all other requested documents) to SmartSheet.

b. Preliminary Engineering Report

A Preliminary Engineering Report will be submitted and shall include the following information:

- Develop 15% Sketch Plans and alternates
- Review 15% Sketch Plan with City Staff
- Existing Conditions (Typical Sections, Drainage, Right-of-Way)
- Proposed Conditions (Typical Sections, Drainage, Right-of-Way)
- Concrete & Asphalt Pavement Design
- Traffic Study
- Engineering Report
 - Conceptual Plan Sheets with Aerial background
 - Conceptual Typical Sections
 - Preliminary Construction Sequence
 - Conceptual Estimated Construction Costs
- Draft Engineering Report
- Present Report to Council (As Required)
- Prepare and Deliver Final Engineering Report
 - Five (5) Hard Copies and one (1) PDF

c. Preliminary (30%) Plans

The 30% Preliminary Design Submittal based upon approved recommendation from the Preliminary Engineering Report and should include, but is not limited to, the following:

- ~~30% ODOT Plans Checklist~~
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Drainage Area Map
- Roadway Plan and Profile Sheets
- ~~Preliminary Bridge General Plan and Elevation~~
- Preliminary Estimate of Earthwork
- ~~Survey Data Sheets including Utility Data Sheets~~
- Opinion of Probable Construction Cost
- Updated Design Schedule

d. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following:

- ~~60% ODOT Plans Checklist~~
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Sign and Striping Sheets
- Traffic Signal Layout Plans
- Landscaping Layout sheet
- Irrigation Layout sheet
- Lighting Sheets
- Demolition Sheets
- Estimate of Earthwork
- ~~Survey Data Sheets including Utility Data Sheets~~
- ~~404 Worksheets~~
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine R/W requirements)
- Opinion of Probable Construction Cost
- Updated Design Schedule

e. ~~Right of Way Documents~~

- ~~• 65% ODOT Plans Checklist~~
- ~~• Right of Way Plans with:~~
 - ~~○ Owner Name & Information~~
 - ~~○ Book and Page Information, if applicable~~
 - ~~○ Easements with Book and Page Information~~
 - ~~○ Parcel Numbers~~
 - ~~○ Dimensions~~
 - ~~○ Overall Parcel Map~~
- ~~• Legal Descriptions with:~~
 - ~~○ Written Descriptions~~
 - ~~○ Exhibits~~

f. Final (90%) Plans

The 90% Design Submittal should include, but is not limited to, the following:

- ~~• 90% ODOT Plans Checklist~~
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~• Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- Traffic Signal Layout Plan
- Traffic Signal Detail Plan
- Traffic Signal Summary Sheet
- Landscaping Layout Sheet
- Landscaping Details
- Irrigation Layout Sheet
- Irrigation Details
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- ~~• Survey Data Sheets including Utility Data Sheets~~
- ~~• 404 Worksheets~~
- Final Cross Sections
- Detail Sheets
- ~~• Environmental Mitigation Notes~~
- Sequence of Construction & Traffic Control Plans
- Bid Documents – Draft
- Opinion of Probable Construction Cost
- Updated Design Schedule

g. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Final Design Submittal should include, but is not limited to, the following:

- ~~100% ODOT Plans Checklist~~
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- Traffic Signal Layout Plan
- Traffic Signal Detail Plan
- Traffic Signal Summary Sheet
- Landscaping Layout Sheet
- Landscaping Details
- Irrigation Layout Sheet
- Irrigation Details
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- ~~Survey Data Sheets including Utility Data Sheets~~
- ~~404 Worksheets~~
- Final Cross Sections
- Detail Sheets
- ~~Environmental Mitigation Notes~~
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Construction Cost
- Bid Documents and/or Documentation as required by OWNER or bidding agency

ADDITIONAL SERVICES NOT INCLUDED

1. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.
2. Full time construction inspection or observation
3. Construction surveying or surveying for as-built conditions
4. Proposed Right-of-Way or Preparation of Legal Descriptions and Tract Maps
5. Property Acquisition
6. Appraisals - Negotiations & Acquisitions
7. GIS mapping services or assistance with these services
8. Providing renderings, model, and mock-ups
9. Utility Relocation Design
10. Subsurface and/or potholing for utility locations
11. HEC-RAS Modeling
12. Federal, State, or Local Permits
13. Roadway and Pedestrian Lighting Design
14. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
15. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
16. Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.

**ATTACHMENT B
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	February 26, 2020
Survey	April 1, 2020 (35 Days)
Preliminary Engineering Study	May 16, 2020 (80 Days)
Public / Stakeholder Meeting	May 16, 2020 (80 Days)
30% Plans	June 30, 2020 (45 Days)
30% Plan Review Meeting	July 14, 2020 (14 Days)
60% Plans	September 12, 2020 (60 Days)
60% Plan Review Meeting	September 26, 2020 (14 Days)
90% Plans	October 26, 2020 (30 Days)
90% Plan Review Meeting	November 9, 2020 (14 Days)
Bid Plans and Specifications	November 23, 2020 (14 Days)

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C
COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay a lump sum amount of \$ 526,600 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

SCOPE OF SERVICES

Task 1: Preliminary Engineering Report	\$ 63,800
Task 2: Preliminary (30%) Plans	\$ 90,800
Task 3: 60% Plans	\$ 105,800
Task 4: Final (90%) Plans	\$ 125,900
Task 5: Plans, Specifications, and Estimate (PS&E) Submittal	\$ 42,600
Task 6: Public Meetings & Stakeholder Involvement	\$ 24,800
Task 7: Bidding / Construction Support / Record Drawings	\$ 31,500
Task 8: Survey	\$ 29,600
Task 9: Geotechnical Investigations	\$ 11,800
PROJECT TOTAL (LUMP SUM)	\$ 526,600

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include OWNER directed work that is clearly outside of the Scope of Services in Attachment A. The fee structure for additional services shall be based on time and expense from CONSULTANT's Professional Hourly Rates. CONSULTANT will notify OWNER for OWNER's approval before proceeding.

HOURLY RATE SCHEDULE

2020 Professional Hourly Rates

Professional Services

Principal	\$245.00
Associate	\$210.00
Client Manager	\$192.00
Project Manager	\$174.00
Project Engineer III	\$164.00
Project Engineer II	\$155.00
Project Engineer I	\$144.00
Engineer Level II	\$133.00
Engineer Level I	\$122.00
Engineering Technician II	\$115.00
Engineering Technician I	\$105.00
CAD Technician	\$94.00
Survey Technician I	\$73.00
Survey Manager	\$148.00
Survey Crew	\$185.00
Survey Crew - Scanner	\$280.00
Construction Services Administrator	\$139.00
Resident Project Representative II	\$110.00
Resident Project Representative I	\$102.00
Administrative	\$105.00
Clerical	\$75.00
Intern	\$50.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	IRS Allowable

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans and colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

The rates and expenses described may be revised annually.

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish legal assistance as required in the preparation, review, and approval construction documents.
6. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.