

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Atkins North America, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to construct the widening of 24th Avenue E from Lindsey Street to Robinson Street Contract No. K-1213-169 (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 12[']th day of MARCH, 2013.

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:

John R. Clink, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT:

Atkins North America, Inc.
James E. Hunt, P.E.
Oklahoma District Director
350 David L. Boren Blvd., Suite 1510
Norman, OK 73072

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 Atkins North America, Inc. have executed this Agreement.

DATED this 12th day of MARCH, 2013.

The City of Norman
(OWNER)

Signature Cindy Rosenthal

Name Cindy Rosenthal

Title Mayor

Date 3/12/13

Attest:

Renee Hall

City Clerk



Atkins North America, Inc.
(CONSULTANT)

Signature Michael C. Hogan

Name Michael C. Hogan

Title Senior Vice President

Date February 19, 2013

Attest:

Rene de los Rios

Secretary

Rene de los Rios, Assistant Secretary



Approved as to form and legality this 1 day of March 2013

[Signature]
City Attorney

**ATTACHMENT A
SCOPE OF SERVICES**

PART I – DESCRIPTION OF PROJECT

CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment and incidentals (Services) as required for this AGREEMENT.

CONSULTANT is to provide SERVICES in connection with the development of design, bidding, and construction documents for the following improvements located within the City of Norman, Oklahoma:

Widening of 24th Avenue East from Lindsey Street to Robinson Street from two to four lanes including sidewalks and possible bicycle lanes.

PROJECT Extents:

The beginning of PROJECT (BOP) shall be the intersection of 24th Avenue East and Lindsey Street. The PROJECT shall extend north to 24th Avenue East and Robinson Street as the End of PROJECT (EOP).

PROJECT Exceptions:

Any identified public water and/or sewer line relocation plans or other utilities are excluded from this Scope of Work unless specifically added by addendum. Any aspects of the reservoirs including dams and spillways other than to accommodate roadway widening and drainage are excluded from this scope of work.

Incidental Construction:

The PROJECT shall include grading, sidewalk, reconstruction, drainage structures, and any other ancillary construction as required, tying the proposed construction to adjacent previous improvements.

Specific PROJECT Requirements:

Design criteria and other requirements specific to this PROJECT include:

- The design speed should be designed for a typical speed of 40 mph or higher, unless special conditions justify a lower design speed. Side streets approaching the stop condition at the intersection of 24th Avenue

East may be designed for speeds as low as 25 mph within 200 feet of the stop sign.

- The design shall include the reconstruction and signalization of 24th Avenue East & Meadowood Boulevard. The intersection shall included standard stacking length and taper lengths for single run lanes. The intersection will be lighted by standard street lights on signal poles.
- The design shall include the signal interconnects throughout the project limits from Lindsey Street to Robinson Street.
- The design shall include intersection improvements at 24th Avenue East and Robinson Street. The improvements will coordinate with the divided four lane section north of Robinson Street.
- The design shall include a typical section based on: 4-lane, curb & gutter with sidewalks and possible bicycle lanes. Paving recommendations are anticipated to require portland cement concrete at intersections through turn tapers and paving sections between intersections. The CONSULTANT will provide cost estimates to compare flexible versus rigid pavements.
- Reconstructed pavement shall be designed for a 30-year life. The pavement life shall assume normal routine maintenance and one major maintenance/restoration event at approximately the 15th year of service as is ordinary for the type of pavement specified.
- The project will have standard striping for lane lines, stop bars and other striping transitions along with appropriate signage

and stop signs in all directions on 24th Avenue East and on the affected side roads.

- The design shall include all associate drainage structures and associated calculations. However, no detention study will be made. The project will include a storm sewer system for the roadway and cross drain structures to pass the design year frequency storm under the roadway.
- Engineering reports, bidding, construction, and supporting documents developed by CONSULTANT shall comply with the established requirements of OWNER, the Association of Central Oklahoma Governments (ACOG), Oklahoma Department of Transportation (ODOT), and Federal Highway Administration (FHWA) for the purpose of seeking/securing federal construction funds by OWNER. CONSULTANT makes no representations warranties, or guarantees with regard to the success of OWNER in securing said funds.

In addition PROJECT shall be designed in accordance with the general criteria identified in PART III - Design Criteria.

PART II - SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others:

- Utility relocation design - Relocation design for utility systems in conflict with the proposed construction are not included in CONSULTANT's SERVICES. Relocation designs shall be the responsibility of each Utility Owner. Design of OWNER-owned utilities (such as water and sanitary sewer services), services may be provided by CONSULTANT if authorized by OWNER in writing in the form of an executed Amendment to this AGREEMENT.

- Appraisals & Acquisitions - Certificates of title and right-of-way appraisals & acquisitions required for the proposed construction and/or utility relocations are not included in CONSULTANT's SERVICES. Certified title information provided by OWNER to CONSULTANT prior to the 60% Plan-in-Hand review shall be incorporated into the right-of-way drawings, plats, misery reports, and other instruments as required at no additional cost to OWNER.
- Environmental Clearance - CONSULTANT responsibility for Environmental clearance shall be limited to preparing/completing ODOT's National Environmental Policy Act (NEPA) Checklist Form in collaboration with OWNER. The NEPA clearance necessary to acquire right-of-way and construct-PROJECT shall be submitted & obtained by ODOT as is the ordinary practice for ACOG/ODOT /FHWA funded projects. CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting the associated Public Meeting.
- Bidding, Construction Management, and Inspection Services - Bidding, construction management, and inspection services ordinarily provided/administered by ODOT are not included in CONSULTANT's SERVICES.

PART III - DESIGN CRITERIA

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation FHWA, 2003 Edition;

- An International Guide for Roadway Lighting, American Association of State Highway and Transportation Officials, (latest revision);
- Norman Drainage Criteria Manual
- LRFD Bridge Design Specifications for Highway Bridges, AASHTO, 1998, and all current interim specifications with SI units;
- ANSI/AASHTO/AWS D1.5 Bridge Welding Code (latest revision);
- A policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials, 2004 Edition;
- Standard Specifications for Highway Construction, and Supplementals. Oklahoma Department of Transportation, 1999;
- Highway Capacity Manual, Transportation Research Board, 2000 Edition;
- Policy on Driveway Regulations for Oklahoma Highways, Oklahoma Department of Transportation, 1996 Edition;
- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2006 Edition;
- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation (latest revision);
- Oklahoma Administrative Code (OAC), Title 730;
- Drainage Design Manual, Oklahoma Department of Transportation, 1988 Edition'
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;
- Roadway Safety and Convenience Design Guide for Oklahoma Cities, Oklahoma Department of Transportation, 1991 Edition;
- Checklist for Local Government Urban Plans Oklahoma Department of Transportation, 2001 Edition.

PART IV – GENERAL PERFORMANCE REQUIREMENTS

CONSULTANT agrees to the following as appropriate and when applicable, SERVICES included in this AGREEMENT:

1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
2. To prepare and furnish complete detailed final construction plans as called for in "DESCRIPTION OF PROJECT".
3. To prepare and furnish all field surveys and mapping, including topographic survey of PROJECT area, control survey to establish section corners and section lines, ties to local coordinate system, horizontal location of existing utilities, and monumentation for construction staking.
4. To prepare and furnish complete structural design, hydraulic (including drainage maps and design data for any storm sewer systems and other drainage included in this AGREEMENT), geometric and pay quantity computations, as follows:
 - a. CONSULTANT shall ensure that these computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted.

- b. All computations shall be neat, legible, identified, indexed, and bound in a manner that is easy to follow by someone unfamiliar with PROJECT. They shall be considered a part of the work done under this AGREEMENT and shall become the sole property of the OWNER.
 - c. CONSULTANT shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this AGREEMENT.
5. To provide a full pedological survey necessary to design all aspects of the PROJECT including but not limited to retaining walls (if applicable), bridges (if applicable), and pavement. CONSULTANT shall furnish, if requested by the OWNER, comparative estimates for Asphalt and Portland Cement Concrete pavement alternatives of comparable life, durability, and life-cycle costs.
 6. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
 7. That all preliminary designs, final plans and reports submitted for review by the OWNER shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a prior detailed check has been made of the plans and reports.
 8. To prepare the right-of-way documents, legal descriptions and instruments of conveyance for partial and total take parcels in accordance with the "Right-of-Way Specifications Manual and Associated Materials".
 9. To provide public involvement participation, coordination and support between the OWNER, the affected local business owners, residents, and community based organizations. Such services shall include, but are not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
 10. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT's office.
 11. To coordinate CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.
 12. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone.
 13. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.
 14. To furnish bi-monthly progress reports to the OWNER'S and attend bi-monthly progress meetings with OWNER. These monthly reports shall be prepared in accordance with the OWNER'S requirements. In the event of any delay in performing the work and/or increase in anticipated construction costs of the resulting PROJECT provided for in this AGREEMENT, CONSULTANT shall immediately notify the OWNER and shall fully explain the nature, time, and reason for the delay.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT's fee and PROJECT schedule. The WBS is an expansion on the general requirements presented in PARTS I through IV. All requirements set forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

PHASE I – PRE-DESIGN SERVICES

Pre-Design services include field surveying and geotechnical exploration and analysis necessary to commence this design. The tasks to be performed by CONSULTANT include:

Task 1A – Design Survey

Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title.

- a. CONSULTANT shall establish horizontal and vertical control within PROJECT limits necessary to collect all topographic and planimetric features, boundaries, right-of-way/easement information, etc. and to serve as survey control for construction staking by the Construction Contractor.
- b. CONSULTANT shall provide field surveying in order to develop existing roadway cross sections at 50' intervals as well as at intersections and driveways throughout PROJECT.
- c. CONSULTANT shall create contours and a digital terrain model from the collected data to support the design.
- d. CONSULTANT shall collect topographic data including, but not limited to, surface features such as utilities, signs, (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.
- e. CONSULTANT shall tie any soil borings and pavement cores along PROJECT, to PROJECT control, to be shown in the plans.
- f. CONSULTANT shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be submitted to OWNER for review no later than the 30% Design Submittal.

- g. CONSULTANT shall provide survey in the Oklahoma State Plane Coordinate System, South Zone. The ground/grid combined scale factor shall be computed for PROJECT and noted on the survey sheets.
- h. CONSULTANT shall establish adequate monumentation for construction staking including horizontal control points and vertical benchmarks. The monumentation shall cover the PROJECT area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance by construction is minimized. Primary control should be brass cap in concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.
- i. CONSULTANT shall include survey sheets in the plan sets or as a separate set of drawings (at OWNERS discretion). Survey sheets shall include contours and boundary information. Survey sheets shall be sealed by a Licensed Surveyor in the State of Oklahoma.
- j. CONSULTANT shall contact the Oklahoma One Call System "CALL OKIE" via the "Web Ticket system and maintain records of reported utility holders. Information on Utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, flagging, and record drawings shall be included in the plan sets. Any additional information received directly from the utility companies shall be included in the plan sets and identified

Task 1B – Geotechnical Investigation & Pavement Design

- a. CONSULTANT shall provide standard geotechnical investigation sufficient to satisfy PROJECT design requirements. Geotechnical investigations shall be in accordance with AASHTO/ASTM procedures and shall include the following:

- Shoulder Soil Survey – every 500' – 36" deep – 60 samples
- Pavement Core Soil Survey – 13 locations – 36" deep – 39 samples
- Auger samples evaluated for in-situ moisture content
- Soil Classifications
- Liquid Limit/Plastic
- Three bucket samples from dominant soils evaluated for Resilient Modulus (MR)
- Measurement of groundwater levels (if present) while boring and at the completion of each boring
- Standard Proctor Densities and optimum moisture content

- b. CONSULTANT shall provide Pavement Design based on the criteria established by the OWNER
- c. CONSULTANT shall provide the results in a written report including a site plan showing the location of each boring/sample, evaluation of each, recommended pavement designs (program printouts or workup), and recommended pavement sections including subgrade treatments

PHASE 2 – DESIGN ADDITIONAL SERVICES

CONSULTANT services identified in Phase 2 are services anticipated to be required. However, the specific required level of effort by the CONSULTANT will be unknown until additional information becomes better defined during the course of the PROJECT. The identified services and anticipated level of effort are educated estimates only. Services will be provided on an "as needed" and "as requested" basis according to the identified unit cost.

Task 2A – Utility Locates

- a. As unknown underground utility locations become critical to identify, a utility locate company will be contracted by the CONSULTANT to physically locate the utility by exposing the utility and measuring critical parameters. An estimate of 25 locates under a variety of conditions was assumed for purposes of determining the contract base budget.

The OWNER will be invoiced on an "as used" basis at cost plus 15%.

Task 2B – Supplemental Survey Needs

The OWNER and CONSULTANT will have several needs for additional survey services after the initial design survey is complete. The level of effort required is unknown. An estimate of required man hours is included in the contract amount to be used "as needed" and "as requested". The anticipated items are listed below:

- a. Survey underground utility locates
- b. Survey previously unmarked utilities
- c. Survey additional development changes
- d. Stake existing right-of-way
- e. Stake proposed right-of-way
- f. Additional legal descriptions and exhibits
- g. Misc. other surveys required by the OWNER or CONSULTANT

The OWNER will be invoiced on an "as used" basis at Standard Rates.

PHASE 3 – DESIGN SERVICES

The following Design Services will be provided by the CONSULTANT as necessary to complete the PROJECT as defined above:

Task 3A – Traffic Engineering

Traffic engineering design & plan preparation will include the following:

- a. Signalization and intersection lighting of 24th East Avenue and Meadowood. There is apparently no existing traffic study for this intersection. The scope of design of this intersection is to be based on standard turn lanes, standard stacking lengths, and single left turn lanes

- b. Signing
- c. Striping
- d. Traffic Control

- d. Field verify survey
- e. Initiate environmental clearance
- f. Identify drainage issues
- g. Identify construction sequencing
- h. Identify preliminary Right-of-Way needs and Utility Conflict
- i. Revise P & P Sheets
- j. Prepare Cross Section Sheets
- k. Revise Drainage Structure Tables
- l. Prepare Summary Tables
- m. Prepare Driveway Schedules
- n. Prepare Pay Items & Notes
- o. Prepare Signalization Plan Sheets
- p. Prepare Signing and Striping Plan Sheets
- q. Prepare Detail Sheets
- r. Revise Engineer's Estimate of Probable Cost
- s. Prepare Right of Way Sheets
- t. Prepare Survey Data Sheets

Task 3B – Preliminary Design & Report

The CONSULTANT shall conduct the following preliminary design functions during the Preliminary Design task:

- a. Prepare preliminary horizontal & vertical alignments and associated Plan & Profile Sheet.
- b. Prepare a Preliminary Engineers Estimate of Probable Cost and Budget Review
- c. Document existing utilities and possible design conflicts
- d. Identify significant design issues
- e. Document existing drainage characteristics in a drainage report indicating all existing drainage boundaries, areas, runoff coefficients, flow quantities, flow velocities, etc. for all points of concentrated drainage entering and existing the existing and proposed PROJECT right-of-ways for each design storm event
- f. Document existing FEMA Floodplain / Floodway conditions within PROJECT extents

No FEMA CLOMR/LOMRs and no COE 404 Applications/Permits are anticipated for the PROJECT.

Task 3C – 60% Design

The CONSULTANT shall complete design analysis and prepare all design documents necessary to conduct a Plan-in-Hand PROJECT review with ODOT and the OWNER and to provide subsequent OWNER TIPs application assistance with ACOG. These tasks are anticipated to include the following:

- a. Verify PROJECT Scope
- b. Confirm horizontal and vertical alignments
- c. Confirm Typical Sections

Task 3D – Final Plans

Upon receiving Plan-in-Hand comments from the OWNER and ODOT, the CONSULTANT shall prepare final Construction Plans suitable for ODOT bid letting. These tasks are anticipated to include the following:

- a. Finalize P & P Sheets
- b. Finalize Cross Section Sheets
- c. Finalize Drainage Structure Tables
- d. Finalize Summary Tables
- e. Finalize Driveway Schedules
- f. Finalize Pay Items, Bid Quantities & Pay Notes

- g. Prepare any Special Provisions
- h. Finalize Signalization Plan Sheets
- i. Finalize Signing & Striping Plan Sheets
- j. Finalize Detail Sheets
- k. Finalize Construction Sequence Plans
- l. Finalize Engineer's Estimate of Probable Cost
- m. Finalize Right of Way Sheets

- j. Provide 1 set of full-size P & P sheets to be available at the Public Meeting
- k. Notify ODOT, City Council, and Politicians of Public Meeting schedule
- l. Take site pictures of PROJECT route

PHASE 5 - RIGHT-OF-WAY ACQUISITION SUPPORT SERVICES - RECOUPMENT DISTRICT LEGALS & EXHIBITS

The CONSULTANT will prepare and provide the OWNER with all required Right-of-Way acquisition documents necessary to acquire the right-of-way to complete the PROJECT as defined. Additionally, the CONSULTANT will provide the OWNER with Recoupment District legal descriptions and exhibits as necessary. These tasks are anticipated to include the following tasks:

PHASE 4 - ENVIRONMENTAL CLEARANCE SUPPORT

The CONSULTANT will provide assistance to the OWNER as necessary to assist in obtaining the Environmental Clearance to be performed by ODOT. Specifically, the CONSULTANT will perform the following:

- a. Conduct the required Public Meeting at a location to be determined by the OWNER and ODOT
- b. Prepare and publish the required Public Notice advertisement
- c. Prepare the Adjacent Ownership List and prepare the notification mailout for right-of-entry for environmental clearance. Review & update as necessary
- d. Prepare Power Point Presentation and submit to OWNER at least 10 days prior to public meeting and revise as requested
- e. Attend & present at the Public Meeting as requested by the OWNER
- f. Prepare responses to questions raised at the Public Meeting
- g. Prepare meeting minutes
- h. Coordinate with ODOT as necessary
- i. Prepare various meeting exhibits

Task 5A - Right-of-Way Acquisition Support Services

- a. Prepare legal descriptions
- b. Prepare exhibits
- c. Prepare Misery Sheets
- d. Attend meetings
- e. Revise legal descriptions & exhibits as required per land owner negotiations

PHASE 6 - UTILITY RELOCATION

The CONSULTANT will work with the OWNER's Utility Coordinator to ensure that all required utility relocations are consistent with PROJECT requirements and performed in a timely manner. These tasks are anticipated to include the following tasks:

Task 6A - Utility Relocation Coordination & Relocation Plan Review

- a. Work with City Utility Coordinator
- b. OWNER will coordinate all meetings with each individual utility company

- c. Attend all meetings with each utility company to verify existing utilities and relocation plans and prepare meeting minutes to submit to OWNER
- d. Review utility relocation plans for compatibility with PROJECT design
- e. Be persistent in requesting timely relocation plans & relocation activities
- f. Maintain a color "Utility Relocation Map" showing existing and relocated utilities
- g. Monitor utility relocation activities and "new" utilities in PROJECT corridor

ACOG/ODOT/FHWA funded projects of this nature.

Task 7B – Construction Administration

It is anticipated that ODOT will assume primary responsibility for the construction administration as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature. CONSULTANT will serve OWNER in a support role during the construction process. CONSULTANT shall also provide the specific services outlined herein.

- a. It is not anticipated that Addenda will be required for PROJECT. If required, CONSULTANT shall revise plans as requested by OWNER for issuance of Addenda by ODOT.
- b. CONSULTANT will support the OWNER and ODOT as necessary to ensure PROJECT completion. CONSULTANT will respond to any Requests for Information (RFIs) as requested by ODOT and the OWNER.
- c. CONSULTANT shall maintain a log of all RFIs and responses and provide OWNER with an RFI update as requested by the OWNER.
- d. CONSULTANT will attend pre-construction conference conducted by ODOT.
- e. CONSULTANT will attend monthly construction meetings conducted by ODOT as requested by the OWNER.
- f. CONSULTANT will monitor work progress and construction schedule on behalf of the OWNER.
- g. CONSULTANT will represent the OWNER as necessary at miscellaneous PROJECT meetings with ODOT.

PHASE 7 – CONSTRUCTION SERVICES

Task 7A – Bid Administration

It is anticipated that ODOT will assume primary responsibility for the bidding/award process as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature. CONSULTANT will serve OWNER in a support role during the bidding/award process.

CONSULTANT shall also provide the specific services outlined herein.

- a. CONSULTANT shall prepare a signed/sealed Engineer's Estimate based on the final construction documents, pay items, and quantities. The Engineer's Estimate shall be presented to the OWNER for review prior to submission to ODOT.
- b. "Issue for Construction" Plans, approved by Owner shall be submitted by Consultant to ODOT for reproduction and distribution by ODOT to prospective bidders.
- c. CONSULTANT shall attend the Pre-Bid Conference conducted by ODOT to discuss the PROJECT and answer questions from possible contractors. CONSULTANT shall provide written responses to questions received and submit to OWNER/ODOT. CONSULTANT shall review ODOT's minutes and provide written comments as required.
- d. It is anticipated that ODOT will assume primary responsibility for Bid Review and Tabulation as is the ordinary practice for

Task 7C – Record Drawings

Record Drawings will be prepared and submitted to the OWNER. Record Drawings will be prepared from field documents provided by ODOT. Full time inspections, periodic site visits or mapping/surveying of as-built conditions are not included in this AGREEMENT. If field survey is required, it will be requested by the

OWNER, and invoiced, under Task 2B on an "as needed" basis.

PART VI – PLAN REQUIREMENTS

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34 inches (full size) and 11 x 17 (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. For purposes of this contract, the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

- a. Full Size – 18
- b. Half Size – 30

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

PART VII – MUTUAL AGREEMENTS

OWNER and CONSULTANT mutually agree:

- a. Services to be performed by CONSULTANT shall include and encompass those services identified in "PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS".
- b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined hereinto the OWNER.
- c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT's Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from CONSULTANT's construction cost estimates.

- d. When the plans are completed to the field review stage, representatives of the OWNER will accompany CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
- e. All tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction of limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.
- f. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.
- g. CONSULTANT shall sign the final product of CONSULTANT's efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.
- h. CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- i. CONSULTANT and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be

furnished to the OWNER, and if required,
to ODOT.

**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	March 12, 2013
Pre-Design Services	60 days after NTP
Preliminary Design	5 months after NTP
60% Plan-in-Hand	8 months after NTP
Final Plans (95% - Not Bid Set)	10 months after NTP
Submit TIPS to ACOG	10 months after NTP
ROW Acquisition Documents Final	15 months after NTP

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**

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. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$875,266.50 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:

DESIGN TASK	COMPENSATION
Task 1A – Topographical Survey Services	\$60,000.00
Task 1B – Geotechnical Engineering Services	\$10,134.50
Task 1C* – Traffic Engineering Services (Signals)	\$15,000.00
Task 1D – Traffic Engineering Services (Interconnect)	\$10,000.00
Task 2A – Utility Locates and Coordination (30%)	\$25,000.00
Task 2B – Utility Locates and Coordination (60%)	\$15,000.00
Task 2C – Utility Locates and Coordination (100%)	\$10,000.00
Task 3A – Preliminary Design (30% Complete Design)	\$225,132.00
Task 3B – 60% Complete Design (R/W and Utility Submittal)	\$205,500.00
Task 3C – Final Construction Plans (P,S&E Submittal)	\$197,500.00
Task 4 – Environmental Clearance Assistance	\$15,000.00
Task 5 – R/W Plans and Supporting Documents	\$70,000.00
Task 6 – Bid Administration	\$8,000.00
Task 7 – Construction Support Services	\$4,000.00
Task 8 – Record Drawings (As-Built Plans)	\$5,000.00
TOTAL COMPENSATION	\$875,266.50

**ATTACHMENT C
COMPENSATION**

Under the terms of this contract, the CONSULTANT agrees to perform the work and services described in this Contract. The City of Norman (OWNER) agrees, in accordance with the limitations and conditions set forth in the contract, to pay an amount not to exceed \$875,266.50 for the services described in Attachment A, Scope of Services.

**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 of 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.