

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and CP&Y, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to re-construct the bridge carrying Franklin Road over Little River and all associated roadway and drainage as required (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 23rd day of June, 2009.

### 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 A.

### ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment B, 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 C, 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:

CP&Y, Inc.  
David M. Neuhauser, P.E.  
1000 W. Wilshire Blvd., Suite 334  
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, and C 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 CP&Y, Inc. have executed this Agreement.

DATED this 23rd day of June, 2009

The City of Norman  
(OWNER)

Signature

Name Cindy Rosenthal

Title Mayor

Date 6/23/09

Attest:

Arenda Hall  
City Clerk

CP&Y, Inc  
(CONSULTANT)

Signature

Name James J. Roohms, P.E.

Title Vice President

Date 05/28/2009

Attest:

Julie Schoch  
Secretary

Approved as to form and legality this 11<sup>th</sup> day of June 2009.

R Blumensie  
City Attorney

**ATTACHMENT "A" – SCOPE OF SERVICES  
TO  
AGREEMENT  
FOR  
ENGINEERING SERVICES**

**1. BASIC SERVICES**

**1.1. ROADWAY AND BRIDGE DESIGN**

The CONSULTANT shall provide the necessary engineering and technical services for the preparation of plans to remove and replace the existing Little River Bridge on Franklin Road in Cleveland County. The project length is approximately 0.5 mile. The intent of the project is to replace the existing Little River Bridge Box with a bridge with a clear roadway width of 48 ft. Approach pavements will consist of two 12 ft lanes with 6 ft shoulders and will be re-graded to match the proposed bridge. It is anticipated the replacement structure will be a three-span, prestressed concrete beam structure along tangent alignment as a replacement for existing three-cell RCB culvert. Construction is assumed to be completed in single phase construction with Franklin Road closed to traffic within project limits for duration of construction.

The CONSULTANT's scope of work in conjunction with the project is anticipated to include the following activities:

- 1.1.1. Performance of a DETAILED TOPOGRAPHIC SURVEY to locate adjacent property lines, fences, trees, utilities and other pertinent physical features. Survey data to include alignment ties to corners or monuments. Existing utility locations will be physically verified and uncovered.
- 1.1.2. Provide a pedological (soils) analysis for the design of pavement section and provide pavement design recommendations.
- 1.1.3. Provide geotechnical investigation for determining foundation design of bridge structure in conformance with ODOT Specifications.
- 1.1.4. Perform Hydrologic and Hydraulic Analyses for the existing and alternative bridge designs. It is assumed for purposes of this scope, that hydrologic and hydraulic files will be provided from the City of Norman's Storm Water Master Plan. These files will be modified by the delineation of new watershed boundaries if necessary and the addition of new geometric survey data. Alternative analyses also will include the effects of roadway overtopping and changes in valley storage on peak flows upstream and downstream of the proposed bridge designs.
- 1.1.5. Prepare an Hydrology and Hydraulics Report based on the analyses and recommendations.
- 1.1.6. Provide a PRELIMINARY ENGINEERING REPORT that includes design requirements, calculations, a cost effectiveness analysis of how best to accomplish the goals of the project, and a detailed cost estimate. The report will develop up to five



preliminary design options for the bridge configuration.

- 1.1.7. Review the Biological Assessment and Categorical Exclusion documents prepared by ODOT to determine permitting requirements under Section 404 of the Clean Water Act (CWA). It is assumed, for purposes of this scope, that the project will be permitted under Nationwide Permit 14 without a Pre-Construction Notification (PCN) to the U.S. Army Corps of Engineers – Tulsa District (USACE). Coordinate with ODOT and the USACE regarding project permitting requirements.
- 1.1.8. Provide necessary right-of-way maps and acquisition documents.
- 1.1.9. Furnish construction plans and specifications to each utility company as necessary to coordinate utility relocation with project construction. Provide written approval from utility companies as to the accuracy of facilities on the plans.
- 1.1.10. Prepare PRELIMINARY and FINAL CONSTRUCTION PLANS, SPECIFICATIONS, and BIDDING DOCUMENTS in accordance with Oklahoma Department of Transportation for submission to State and Federal agencies for initial prosecution, construction, and for approval of Federal funding. Documents to be prepared in accordance with applicable City, State, and Federal guidelines and regulations.
- 1.1.11. Utilize ODOT Bridge Standards for design and detailing of the bridge deck, prestressed concrete beams, bearings, abutments, pier caps, expansion joints, and approach slabs. The CONSULTANT will gather appropriate ODOT Standards as previously listed, verify the applicability for the project, provide additional information as necessary, and include the plan sheets in the set of construction plans. The CONSULTANT will design and detail the pier columns and foundations for both abutments and piers. The CONSULTANT will also provide appropriate layout sheets, General Notes, Summary of Quantities, and Special Provisions for the bridge.
- 1.1.12. Construction documents will include cross sections of driveways and street returns.
- 1.1.13. Attend project related meetings with the Oklahoma Department of Transportation and Federal Highway Administration and others during plan development.
- 1.1.14. Prepare displays and exhibits and provide technical support at a public hearing meeting for environmental approval procedures. The CONSULTANT will not be responsible for organizing the meeting date, location, or advertisements, and will not be responsible for costs associated with publishing the meeting notice in the local paper.
- 1.1.15. Prepare and distribute minutes of meetings.
- 1.1.16. Meet with staff, City Council and/or others for project discussions, coordination, presentation, etc. as required.
- 1.1.17. Provide drawing sets as requested by the City.

1.1.18. Provide support to ODOT in construction phase as necessary. Anticipated activities consist of responding to a maximum of two design-related construction RFI's, making one trip to the project site, and preparing as-built plans upon completion of the project, including computer-aided drawings on disk.

1.2. **EXCLUSIONS** The following activities are NOT included in the CONSULTANT's scope of work in conjunction with the project:

- 1.2.1. Execution of environmental investigation, analysis, and documentation, including habitat assessment for threatened and endangered species, a Phase I Environmental Site Assessment, and a PCN or Individual Permit under Section 404 of the CWA.
- 1.2.2. Development of traffic projections.
- 1.2.3. Design of bridge elements available from ODOT Bridge Standards. These include the deck, prestressed concrete beams, bearings, abutments, pier caps, expansion joints, and approach slabs. No custom design will be provided for the listed items, except as need is identified. Such additional design work will be handled by an addendum to this contract.
- 1.2.4. Preparation of any retaining wall layouts, designs, and details.
- 1.2.5. Preparation of any illumination design or elements.
- 1.2.6. Preparation of a Conditional Letter of Map Revision (CLOMR).
- 1.2.7. Preparation of plans for the relocation of city-owned utilities. If such services are identified during the execution of the project, they will be handled by an addendum.

## 2. PERIOD OF SERVICE

- 2.1. The provisions of this Section and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of CONSULTANT, rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 2.2. Upon Written authorization from OWNER, CONSULTANT shall proceed with the performance of services called for in Roadway and Bridge Design Phase, shall submit preliminary engineering report within sixty (60) calendar days and preliminary design documents and opinion of probable Total Project Cost within sixty (60) calendar days from date of approval of the preliminary engineering report by the OWNER. 22-12

- 2.3. CONSULTANT's services under the Roadway and Bridge Design Phase shall be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of government authorities having jurisdiction to approve the design of the Project.
- 2.4. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof and will terminate upon written recommendation by CONSULTANT of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 2.5. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.
- 2.6. IF OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within one hundred eighty (180) calendar days after completion of the Final Design Phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 2.7. If CONSULTANT's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall, on written demand to OWNER (but without termination of this Agreement), be paid as provided herein. If such delay or suspension extends for more than one year for reasons beyond CONSULTANT's control, or if CONSULTANT for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.
- 2.8. In the event that the work designed or specified by CONSULTANT is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of "fast-tracking"), OWNER and CONSULTANT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of CONSULTANT's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

**ATTACHMENT "B" - COMPENSATION  
TO  
AGREEMENT  
FOR  
ENGINEERING SERVICES**

**1 PAYMENTS TO ENGINEER**

1.1 FOR BASIC SERVICES (as described in Attachment "A"), exclusive of fees for services as a witness, the Engineer shall be paid a lump sum fee of two hundred forty-five thousand eight hundred eighty dollars (\$245,880.00) to include design surveys, engineering design, preparation of plans and specifications, right-of-way plans and legal descriptions, geotechnical investigations and obtaining ownership list and other recorded easements within the project limits. It is mutually agreed by the CONSULTANT and the OWNER that an additional compensation shall be negotiated for any services required during Bidding and Construction Phase of the project if the project is not built with ODOT funds. It is also agreed that any changes to the design and plans after approval of each phase may entitle additional payment to the CONSULTANT at 3.289 times the hourly labor rate.

1.2 Times of Payment

1.2.1 CONSULTANT shall submit monthly statements for services rendered. Compensation will be based on CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing and agreed upon by the City's Project Manager. OWNER shall make prompt monthly payments in response to CONSULTANT's monthly statements.

1.2.2 OWNER shall, upon conclusion of each phase, pay such additional amount, if any, as may be necessary to bring total compensation paid on account for these phases of Basic Services. (The sum of payments shall not exceed the percentage of the total fee as set forth below for each phase):

<u>Phase</u>	<u>Cumulative Percent</u>
Preliminary Plans	40
Final Plans	90
Bidding by ODOT	95
Record Drawings	100

1.2.3 CONSULTANT shall submit to OWNER, prior to commencement of the Bidding or Negotiating Phase, one (1) set of original drawings and reproducible specifications as they were at the time final plans were approved, or supply to the OWNER all copies of drawings, specifications, and electronic media diskettes requested until submittal of "Record" drawings. Prior to receiving final payment,

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the CONSULTANT shall also submit to OWNER one (1) set of original "Record" mylar drawings. The "Record" drawings shall represent any changes that occurred during construction. The CONSULTANT shall obtain necessary information, including final surveys and meetings with ODOT's resident inspector, to document all changes that occurred during construction to allow him to prepare the "Record" drawings. The reproducibles shall be made from a stable base polyester film. Paper sepia's will not be acceptable.

### 1.3 Design Fee Summary

Surveying	\$9,500.00
Geotechnical Investigation	\$21,000.00
PS&E Documents	
Hydraulic Design	\$39,140.00
Roadway Design	\$110,225.00
Bridge Design	\$61,510.00
Right-Of-Way Documents	\$2,000.00
Direct Expenses	\$2,505.00
Total	\$245,880.00

## 2 Man Hour Summary

See following sheets for Hydraulic Design, Roadway Design, and Bridge Design man hour information.

CONTRACT NUMBER:  
WORK AUTHORIZATION #  
CHIANG PATEL & YERBY, INC.

City of Norman  
Contract No. K-0809-165  
Franklin Road over Little River  
Cleveland County, OK

CP&Y, Inc.  
1000 W. Wlshire Blvd., Suite 334  
Oklahoma City, OK 73116

Hydraulic Design Fee Proposal

Task Description	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
						Hours	Cost
2.1 HYDRAULIC DESIGN							
2.1.1	6	40	20	2	2		
2.1.1.1 Meetings, Scoping, Kickoff	4	4					
2.1.1.2 Gather Data	2	4	16		1		
2.1.1.3 Visit Site		12	4	2	1		
2.1.2							
2.1.2.1 Research Existing FEMA Models	1	2	2	8	2	32	
2.1.2.2 Revise HEC-HMS Models and Check Design Flows		6	12	8	2		
2.1.3							
2.1.3.1 Update Existing Conditions Hydraulic Model	1	10	20	8	1		
2.1.3.2 Compare to Available WSELs and Determine Overtopping	1	2	4	8	1		
2.1.4							
2.1.4.1 Design Structures for Different Storm Events	2	40	84	20	0		
2.1.4.2 Analyze Resulting WSELs		16	48	4			
2.1.4.3 Analyze Changes in Valley Storage	2	8	12	4			
2.1.5							
2.1.5.1	2	18	24	12			
2.1.5.2	2	20	24	16	4		
Sub-Total Hours	11	90	162	54	9	326	
Sub-Total Cost	\$ 1,925.00	\$ 13,500.00	\$ 17,820.00	\$ 5,400.00	\$ 495.00		\$ 39,140.00

CONTRACT NUMBER:  
WORK AUTHORIZATION #  
CHIANG PATEL & YERBY, INC.

City of Norman  
Contract No. K-0809-185  
Franklin Road over Little River  
Cleveland County, OK

CP&Y, Inc.  
1000 W. Wilshire Blvd., Suite 334  
Oklahoma City, OK 73116

Roadway Design Fee Proposal

Task Description	No. Shfts	Project Director	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
								Hours	Cost
2.2 ROADWAY DESIGN									
2.2.1 Prepare Survey Files for Design									
2.2.1.1 Prepare Plan & Profile Sheets					10				
2.2.1.2 Analyze Existing Drainage System			4	8	20	32	4		
2.2.1.3 Prepare Drainage Map				8	16				
2.2.1.4 Develop Preliminary Drainage System	1			4	8	8			
2.2.1.5 Develop Vertical Alignments				4	8	8			
2.2.1.6 Develop Templates and Preliminary Cross-Sections			8	4	8	16			
2.2.1.7 Develop Preliminary Grading Quantities				8	16	32			
2.2.1.8 Develop Preliminary Utility Relocation Plans (by Addendum)					4	8			
2.2.1.9 Develop Preliminary Right-of-Way Limits			2	4	4	8			
2.2.1.10 Prepare Preliminary Engineering Report		2	4	4	16				
2.2.1.11 Prepare Preliminary Engineering Report			4	8	16		12		
2.2.1.12 Present Recommendations to City of Norman			4	4					
2.2.1.13 Revise and Submit Preliminary Engineering Report			1	4					
2.2.2 Prepare Final Roadway Design									
2.2.2.1 Prepare Final Roadway Design			8	16	16				
2.2.2.2 Prepare Final Roadway Design				4	8				
2.2.2.3 Prepare Final Roadway Design				8					
2.2.2.4 Prepare Final Roadway Design				4					
2.2.2.5 Prepare Final Roadway Design				4					
2.2.2.6 Prepare Final Roadway Design		4	4						
2.2.2.7 Prepare Final Roadway Design									
2.2.2.8 Prepare Final Roadway Design									
2.2.2.9 Prepare Final Roadway Design									
2.2.2.10 Prepare Final Roadway Design									
2.2.2.11 Prepare Final Roadway Design									
2.2.2.12 Prepare Final Roadway Design									
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**City of Norman  
Contract No. K-0809-165  
Franklin Road over Little River  
Cleveland County, OK**

**CP&Y, Inc.**  
**1000 W. Wilshire Blvd., Suite 334**  
**Oklahoma City, OK 73116**

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**City of Norman  
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**Oklahoma City, OK 73116**

## Bridge Design Fee Proposal

Task Description	No. Shts	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
							Hours	Cost
<b>2.3 BRIDGE DESIGN</b>								
2.3.1.1 Compute Preliminary Geometrics		2	8	16				
2.3.1.2 Perform Preliminary Structural Design		2	8	16				
2.3.1.3 Evaluate Bridge Options (Incl. Cost Estimate)		2	4	12				
2.3.1.4 Provide Bridge Information to Preliminary Engineering Report		2	8	4	8			
2.3.2.1 Update Preliminary Geometrics / Structural Design		2	12	12	24			
2.3.2.2 Draft Prelim General Plan & Elevation		2	4	8				
2.3.2.2.1 Draft Prelim Typical Section		4		24				
2.3.2.3 Perform Prelim. Plan QC Review		2	4	1				
2.3.2.4 Prepare Prelim Cost Estimate			4	4				
2.3.5.1 Prepare Structural Design of Components		2	2	2	2			
2.3.5.1.1 Design Superstructure		2	34	44	0	0	100	\$ 13,900.00
2.3.5.1.2 Design Abutment		2	36	44	0	0		
2.3.5.1.3 Design Piers		2	2	2				
2.3.5.1.4 Design Misc. Components (Bearings, Joints, Etc.)			24	40				
2.3.5.1.5 Design Foundations			4	4				
2.3.5.2.1 Check Superstructure		2	8	2	0	0		
2.3.5.2.2 Check Abutment								
2.3.5.2.3 Check Piers			16					
2.3.5.2.4 Check Misc Components (Bearings, Joints, Etc.)								
2.3.5.2.5 Check Foundations			2					

CONTRACT NUMBER:  
WORK AUTHORIZATION #  
CHIANG PATEL & YERBY, INC.

City of Norman  
Contract No. K-0809-165  
Franklin Road over Little River  
Cleveland County, OK

CP&Y, Inc.  
1000 W. Wilshire Blvd., Suite 334  
Oklahoma City, OK 73116

Bridge Design Fee Proposal

Task Description	No. Shts	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
							Hours	Cost
2.3.6.1 Prepare Final Bridge Plans								
2.3.6.1.1 Prepare Final Bridge Geometry	1	2	25	34	116	0	200	\$ 22,000.00
2.3.6.1.2 Compute Final Overall Geometry		1	4	8	8	0	13	\$ 1,400.00
2.3.6.2 Prepare Final Bridge Detail Sheets		1	4	8	8	4	17	\$ 1,820.00
2.3.6.2.1 Finalize General Plan & Elevation Sheet	1	0	2	32	164	8	146	\$ 15,860.00
2.3.6.2.2 Prepare Foundation Report Sheet(s)	2		2	4	16		20	\$ 2,100.00
2.3.6.2.3 Prepare Substructure Layout Sheet	1		2	2	12		14	\$ 1,470.00
2.3.6.2.4 Prepare Abutment and Wingwall Detail Sheet(s)								
2.3.6.2.5 Prepare Pier Detail Sheet(s)	2			8	32		40	\$ 4,200.00
2.3.6.2.6 Prepare Superstructure Detail Sheet(s)								
2.3.6.2.7 Prepare Beam Detail Sheet(s)								
2.3.6.2.8 Prepare Bearing Assembly Detail Sheet(s)								
2.3.6.2.9 Prepare Approach Slab Detail Sheet(s)								
2.3.6.2.10 Prepare Riprap Detail Sheet	1			2	8		10	\$ 1,050.00
2.3.6.3 Compute Quantities			2	8	8		10	\$ 1,050.00
2.3.6.4 Prepare Bridge General Notes Sheet	1		2	2	8		10	\$ 1,050.00
2.3.6.5 Prepare Bridge Summary of Quantities Sheet	1		2	4	8		10	\$ 1,050.00
2.3.6.6 Prepare Bridge Special Provisions			2				2	\$ 210.00
2.3.6.7 Perform Bridge Plans QC Review			8	4	4		12	\$ 1,260.00
2.3.6.8 Prepare Final Bridge Construction Estimate			2	2			4	\$ 420.00
							8	\$ 840.00
			4		8		12	\$ 1,260.00
				8	16		24	\$ 2,520.00
Sub-Total Hours		28	136	171	174	0	509	
Sub-Total Cost		\$ 4,900.00	\$ 20,400.00	\$ 18,810.00	\$ 17,400.00	\$ -		\$ 61,510.00

**ATTACHMENT "C" – OWNER'S RESPONSIBILITIES  
TO  
AGREEMENT  
FOR  
ENGINEERING SERVICES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's service for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish one (1) copy of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
3. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services the following:
  - 4.1. data in the OWNER's possession previously prepared by others, including without limitation, borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
  - 4.2. appropriate professional interpretations of all of the foregoing;
  - 4.3. previous environmental assessment and impact statements in OWNER's possession;
  - 4.4. zoning, deed, and other land use restriction; and
  - 4.5. City standards and construction specifications required.
5. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
8. If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
9. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
10. Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by other for OWNER so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.
11. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
12. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect or non-performance in the work of any Contractor.