

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and White Hawk Engineering & Design, LLC (CONSULTANT) for the following reasons:

1. OWNER intends to widen Rock Creek Road from 12th Avenue NW to Trailwood Drive (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 8 th day of August, 2015.

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 agrees to defend, indemnify, and hold harmless the OWNER, 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 CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, 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 OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. 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 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:

Michael D. Rayburn, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT:

WHITE HAWK ENGINEERING & DESIGN, LLC
Kimberly D. Brooks, P.E.
President
2204 S. Eastern Avenue
Moore, OK 73160

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 White Hawk Engineering & Design, LLC have executed this Agreement.

DATED this 8 th day of August, 2015.

The City of Norman
(OWNER)

White Hawk Engineering & Design, LLC
(CONSULTANT)

Signature _____

Signature Holly R. Armstrong

Name _____

Name Holly R. Armstrong

Title _____

Title Vice President

Date _____

Date August 10, 2015

Attest:

Attest:

City Clerk

Deborah G. Buel
Secretary

Approved as to form and legality this _____ day of _____ 2015.

City Attorney

**Attachment A
Scope of Services
Rock Creek Road Improvements**

The scope of services for this project shall include engineering construction plans to facilitate the widening of Rock Creek Road from 12th Avenue NW to Trailwood Drive including work required for intersection modifications, installation of traffic signals, and pedestrian facilities.

The proposed roadway section will be 52' clear roadway width (face-of-curb to face-of-curb) and consist of 12'-14'-14'-12' wide travel lanes. Left turn lanes (12') will be designed on Rock Creek Road in both the eastbound and westbound directions as well as in the southbound direction on 12th Avenue NW. Actuated traffic signals and interconnection with existing signals will be installed. Continuous sidewalk will be designed on both the north and south sides of Rock Creek Road and confirmed ADA-compliant. One pedestrian crossing will be provided across the BNSF right-of-way (ROW) accommodating access to Flood Avenue. Driveways will be evaluated for potential consolidation. Utility impacts will be evaluated for impacts, and relocations will be coordinated (franchise) or designed (city-owned). The project will be constructed in phases to accommodate continuous access to adjacent properties.

TASK 1. DESIGN MANAGEMENT

1.1 Communications and Reporting

- Prepare a Project Management Plan including scope, schedule, budget, and quality control procedures
- Attend a pre-design kickoff meeting with City staff
- Conduct and document project coordination and review meetings (up to two (2) meetings) with City Project Manager
- Prepare and submit monthly invoices and progress reports
- Prepare and submit project schedule updates with progress reports

1.2 Quality Control and Quality Assurance

- Perform quality control reviews of each deliverable including:
 - 30% Design
 - 60% Design
 - 90% Design
 - 100% Design

TASK 2. PLANNING AND PRE-DESIGN ACTIVITIES

2.1 Collect pertinent data to assist and support the conceptual design, including:

- As-Built Plans
- ROW Maps
- Base mapping and available GIS information

- Property Ownership information
- Existing traffic counts
- Traffic Impact Studies and Analyses
- Signal warrant

2.2 Conduct a project site visit to observe existing conditions. Inventory existing signs and mailboxes.

2.3 Identify utility owners located within project limits.

- Obtain list of utilities from Call Okie and supplement as needed based on field observations
- Send notifications of proposed project improvements to owners and request atlases, existing plans and information
- Develop existing utility base file to reference into conceptual design

2.4 Perform design (topographical) survey including establishing horizontal and vertical control; present ROW and adjacent parcel lines; and field data collection. The survey limits will extend from 100' west of Flood Avenue to 300' east of Trailwood Drive, 75' LT/RT of centerline. Survey data will be collected 300' north and south along 12th Avenue NW / Industrial Boulevard, 50' LT/RT of centerline. The survey will extend 100' north along Trailwood Drive, 50' LT/RT of centerline. Railroad coordination will be performed (required) to obtain field data within the railroad ROW. Surveyors shall obtain Right of Entry from property owners to access properties during field data collection activities.

2.5 Perform geotechnical investigation and pavement design (refer to scope included with Attachment A)

TASK 3. CONCEPTUAL DESIGN

The purpose of the conceptual design is develop the design concept and associated project footprint for review and acceptance by the City and ODOT. The conceptual design will include horizontal and vertical alignments and intersection layouts in effort to clearly define ROW / easement needs, potential driveway consolidations, and estimated costs. The Conceptual Design Submittal shall include the following:

- Existing typical sections
- Proposed typical sections
- Roll Plot with aerial background overlaid with proposed improvements (proposed geometry, proposed ROW / easements, existing utilities)
- Overall Drainage Area Map for project and preliminary storm drain layout
- Preliminary hydraulic study and recommendations for existing culvert on 12th Avenue NW
- Preliminary Traffic Control Typical Sections
- Preliminary Sequence of Construction
- Estimate of probable construction cost

TASK 4. 30% (Plan-in-Hand) DESIGN

4.1 30% Design

Upon concurrence and acceptance of the conceptual design by the City and ODOT, the Consultant shall prepare 30% design plans as detailed in ODOT's Project Development Process for Off-system projects. Plans shall include:

- Title Sheet / Index of Sheets / Anticipated Standards
- Typical Sections
- Survey Data Sheets / Utility Data Sheets
- Preliminary Roadway Plan and Profile sheets
- Preliminary Intersection Layouts
- Preliminary Cross Sections and Earthwork
- Preliminary Traffic Signal Layout
- Drainage Area Map(s)
- Preliminary Storm Drain Layout
- Preliminary Traffic Control Typical Sections
- Preliminary Sequence of Construction
- Estimate of probable construction cost

4.2 Plan-in-Hand Meeting

Consultant shall attend the Plan-in-Hand meeting which will be planned and administered by ODOT Local Government Division. Consultant shall prepare meeting minutes according to the ODOT Project Development Process.

Task 5. FINAL DESIGN

5.1 Final Design

Upon concurrence and acceptance of the 30% design by the City and ODOT, the Consultant shall prepare final design plans as detailed in ODOT's Project Development Process for Off-system projects. Milestone submittals at 60%, 90%, and 100% levels of completion are anticipated over the course of final design development. 100% plans shall include:

- Title Sheet / Index of Sheets / Standards
- Typical Sections
- Pay Item List and Applicable Notes
- Quantities and Summary Tables
- Sequence of Construction
- Traffic Control Typical Sections and Details
- Traffic Control Layouts by Phase
- Joint Layouts
- Storm Water Pollution Prevention Plan
- Erosion Control Details
- Survey Data Sheets / Utility Data Sheets
- Roadway Plan and Profile sheets

- Intersection Layouts and Details
- Final Cross Sections and Earthwork (no mass haul or phased earthwork anticipated)
- Drainage Area Map(s)
- Hydraulic Calculations
- Culvert Layout and Details
- Storm Drain and Lateral Plan and Profile sheets
- Utility (Water / Wastewater) Plan and Profile sheets
- Final Traffic Signal Layout (including street lighting at intersections only)
- Traffic Signal Phasing Diagram
- Traffic Cable Termination
- Signal Pole Placement and Equipment Mounting Details
- Communications Interconnect between Flood Avenue and Stubbeman Avenue
- Railroad Pre-Emption for 12th Avenue NW Intersection
- Traffic Signal Details for Signs and Non-Standard items
- Pavement Marking and Signing Layouts
- Estimate of probable construction cost

5.2 Final Plan Review Meeting

Consultant shall attend the Final Plan Review meeting which will be planned and administered by ODOT Local Government Division. Consultant shall prepare meeting minutes according to the ODOT Project Development Process.

Task 6. UTILITY MANAGEMENT

- Conduct one (1) utility meeting after 30% design milestone and prior to ROW/Utility submittal.
- Identify potential utility conflicts.
- Perform up to fifteen (15) utility locates.
- Attend one-on-one utility meetings to coordinate relocations (assume four (4) meetings).

Task 7. PUBLIC AND STAKEHOLDER COORDINATION

- Attend up to one (1) additional public and stakeholder meetings as requested by the City. Consultant shall prepare roll plot exhibits with aerial background overlaid with proposed improvements for use at public / stakeholder meeting(s). Consultant will prepare formal powerpoint presentation.

Task 8. ROW AND EASEMENT PREPARATION

- Prepare survey documents to be used to obtain ROW and easements required to construct the project. Three (3) ROW documents and three (3) temporary construction easements are assumed.
- Prepare roll plot exhibits with aerial background overlaid with proposed improvements for use at public / stakeholder meeting(s).

Task 9. BIDDING SERVICES

- Attend the pre-bid meeting administered by the City / ODOT.
- Prepare necessary addenda.

Task 10. CONSTRUCTION SERVICES

- Attend the pre-construction meeting administered by the City / ODOT.
- Respond to Requests for Information (RFIs).
- Review contractor submittals (shop drawings) for compliance.
- Prepare record drawings using information provided by the City / ODOT inspectors and contractor. Record drawings shall consist of a single pdf with redlined field changes.

ASSUMPTIONS

- 2 roll plots of the conceptual design layout
- 10 half size sets of the 30% design plans
- 1 full size set of the 30% design plans
- 2 roll plots (mounted) of the proposed design for the NEPA Public Meetings
- 2 roll plots (mounted) of the proposed design for the City Public Meetings
- 10 half size sets of the 60% design plans
- 3 half size sets of the 90% design plans
- 10 half size sets of the 100% design plans
- 1 full size set of the 100% design plans
- No landscaping or irrigation design is included.

Attachment B
Schedule
Rock Creek Road Improvements

	Start	End	Days
1.0 City Council Approval	8/25/15	8/25/15	0
2.0 Notice to Proceed	8/26/15	8/26/15	0
3.0 Project Planning and Pre-Design Activities	8/26/15	10/2/15	37
3.1 Collect Data / Perform Site Visit / Project Kick-off Meeting	8/26/15	9/18/15	23
3.2 Utility Research	8/26/15	10/2/15	37
3.3 Obtain Traffic Counts	9/9/15	9/16/15	7
3.4 Survey	8/26/15	10/2/15	37
3.5 Geotechnical Investigation / Recommendations	9/9/15	9/25/15	16
3.6 Traffic Analysis	9/9/15	10/2/15	23
4.0 Conceptual Design and Written Analysis	10/3/15	11/4/15	32
5.0 Preliminary Plans (30%)	11/9/15	12/18/15	39
6.0 Final Design	3/17/16	6/15/16	90
7.0 Utility Management	4/16/16	6/15/16	60
8.0 Public and Stakeholder Coordination	2/16/16	6/15/16	120
9.0 ROW and Easement Preparation	4/16/16	6/15/16	60
10.0 Bidding	6/29/16	7/14/16	15
11.0 Construction	8/13/16	1/10/17	150

Attachment C
City of Norman
Rock Creek Road - 1/2 Mile from HW to Ironwood Drive

Tasks	LABOR										EXPENSE				TOTAL COSTS
	Project Manager Hours \$175.00	Project Engineer Hours \$150.00	Engineering Intern Hours \$95.00	Designer Hours \$85.00	CAED Technician Hours \$75.00	Clinical Hours \$60.00	Hours	Hours	Hours	Item	Expense Unit	Expense Subtotal	Expense Subtotal		
1. DESIGN MANAGEMENT															
1.1. Communication & Reporting															
Prepare Project Management Plan	4	700.00	4	600.00	0.00	0.00	4	240.00	12	1,540.00				1,540.00	
Attend Kickoff Meeting	2	350.00	2	300.00	0.00	0.00	1	60.00	5	710.00	mileage	18	0.58	720.35	
Coordination Meetings with City (assume 5)	4	700.00	4	600.00	0.00	0.00	1	60.00	9	1,360.00	mileage	18	0.58	1,370.35	
Prepare Monthly Invoice and Progress Reports	9	1,575.00	0.00	0.00	0.00	0.00	9	540.00	18	2,115.00	postage	9	2.50	2,137.50	
Prepare Monthly Schedule Updates	9	1,575.00	0.00	0.00	0.00	0.00	9	540.00	18	2,115.00				2,115.00	
1.2. Quality Control & Quality Assurance															
30% Design Quality Review	4	700.00	2	300.00	0.00	0.00	2	150.00	8	1,150.00				1,150.00	
60% Design Quality Review	8	1,400.00	4	600.00	0.00	0.00	4	300.00	16	2,300.00				2,300.00	
90% Design Quality Review	8	1,400.00	4	600.00	0.00	0.00	4	300.00	16	2,300.00				2,300.00	
100% Design Quality Review	56	9,800.00	24	3,600.00	0.00	0.00	14.00	1,050.00	24	1,440.00				15,933.20	
Subtotal															
2. PLANNING & PRE-DESIGN ACTIVITIES															
2.1. Data Collection															
As-Built Plans	0.00	0.00	1	95.00	0.00	0.00		0.00	1	95.00	mileage	18	0.58	105.35	
ROW Maps	0.00	0.00	1	95.00	0.00	0.00		0.00	1	95.00				95.00	
Base Mapping and GIS Information	0.00	0.00	2	300.00	0.00	0.00		0.00	2	300.00				300.00	
Property Ownership Information	0.00	0.00	2	170.00	0.00	0.00		0.00	2	170.00				170.00	
Existing Traffic Counts	0.00	0.00	1	95.00	0.00	0.00		0.00	1	95.00				95.00	
Traffic Impact Studies	0.00	0.00	1	95.00	0.00	0.00		0.00	1	95.00				95.00	
2.2. Project Site Visit															
Perform site visit	2	350.00	2	300.00	0.00	0.00	2	120.00	4	650.00	mileage	18	0.58	680.35	
Inventory signs and mailboxes	0.00	0.00	2	190.00	0.00	0.00	2	120.00	4	310.00	mileage	18	0.58	320.35	
2.3. Identify Utility Owners															
Conduct OWE for List of Utilities	0.00	0.00	1	85.00	0.00	0.00		0.00	1	85.00				85.00	
Notify Utility Owners and Request Info	0.00	0.00	2	300.00	0.00	0.00	4	240.00	6	540.00	postage	10	0.49	544.90	
Develop Existing Utility Data File	0.00	0.00	2	190.00	0.00	0.00	4	300.00	6	460.00				460.00	
2.4 Perform Design Survey															
2.5 Perform Geotechnical and Pavement Design															
Subtotal	2	350.00	6	900.00	0.00	0.00	3	255.00	4	300.00				5,331.75	
3. CONCEPTUAL DESIGN															
Existing Typical Sections	0.00	0.00	1	150.00	0.00	0.00		75.00	2	225.00	plotting	3	0.17	225.51	
Proposed Typical Sections	0.00	0.00	1	150.00	0.00	0.00		75.00	2	225.00	plotting	3	0.17	225.51	
Roll Plot	4	700.00	8	1,200.00	8	760.00	8	680.00	16	1,200.00				4,684.00	
Drainage Map	0.00	0.00	2	300.00	0.00	0.00		0.00	4	600.00	plotting	2	0.17	1,333.34	
Preliminary Hydraulic Study	0.00	0.00	2	300.00	0.00	0.00		0.00	4	600.00	plotting	10	0.17	7,100.70	
Preliminary Traffic Control Typical Sections	0.00	0.00	2	300.00	0.00	0.00		0.00	4	600.00	plotting	6	0.17	681.02	
Preliminary Sequence of Construction	0.00	0.00	2	300.00	0.00	0.00		0.00	2	300.00	plotting	3	0.17	300.51	
Estimate of Construction Cost	4	700.00	16	2,400.00	10	950.00	8	680.00	22	1,550.00				480.51	
Subtotal														14,981.10	
4. 30% (PLAN-IN-HAND) DESIGN															
4.1. 30% Design															
Title Sheet / Index Sheets / Anticipated Standards	0.00	0.00	1	150.00	0.00	0.00		150.00	2	300.00	plotting	15	0.17	397.55	
Typical Sections	0.00	0.00	1	150.00	0.00	0.00		150.00	2	300.00	plotting	30	0.17	400.10	
Survey Data & Utility Data Sheets	0.00	0.00	2	300.00	0.00	0.00		0.00	4	600.00	plotting	60	0.17	10,220.00	
Preliminary Roadway Plan/Profile Sheets	0.00	0.00	8	1,200.00	8	760.00	8	680.00	16	1,200.00	plotting	30	0.17	3,165.10	
Preliminary Intersection Layouts	0.00	0.00	4	600.00	4	380.00	4	600.00	8	600.00	plotting	30	0.17	1,585.10	
Preliminary Cross Sections and Earthwork	0.00	0.00	4	600.00	4	380.00	4	600.00	8	600.00	plotting	120	0.17	1,980.40	
Preliminary Traffic Signal Layout	0.00	0.00	4	600.00	4	380.00	4	600.00	8	600.00	plotting	10	0.17	1,062.00	
Drainage Area Maps	0.00	0.00	4	600.00	4	380.00	4	600.00	8	600.00	plotting	30	0.17	1,338.10	
Preliminary Storm Drain Layout	0.00	0.00	1	150.00	0.00	0.00		150.00	2	300.00	plotting	7	0.17	7,089.00	
Preliminary Traffic Control Typical Sections	0.00	0.00	1	150.00	0.00	0.00		150.00	2	300.00	plotting	30	0.17	5,100.00	
Preliminary Sequence of Construction	0.00	0.00	2	300.00	0.00	0.00		0.00	4	600.00	plotting	15	0.17	152.55	
Estimate of Construction Cost	4	700.00	4	600.00	0.00	0.00	4	240.00	12	1,540.00	mileage	18	0.58	1,550.35	
4.2. Plan-In-Hand Meeting	4	700.00	28	4,200.00	15	1,425.00	16	1,360.00	30	2,250.00				74.10	
Subtotal														29,301.10	
5. FINAL DESIGN															
5.1. Final Design															
Title Sheet / Index Sheets / Anticipated Standards	0.00	0.00	1	150.00	0.00	0.00		150.00	2	300.00	plotting	20	0.17	483.40	
Typical Sections	0.00	0.00	1	150.00	0.00	0.00		150.00	2	300.00	plotting	40	0.17	496.20	

Attachment D
Owner Responsibilities
Rock Creek Road Improvements

Services to be Provided by the City / ODOT

- The City shall provide, or make available, all information pertaining to the proposed project including applicable studies, data, city policies and ordinances, and other relevant studies by Norman area agencies. If data is required from other public agencies such as ACOG, the City will assist in making requests for such data as travel forecasts, modeling files, or other information.
- The City shall review and provide comment on Consultant submittals.
- The City shall provide current base mapping in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- For Public and Stakeholder meetings, the City shall select a suitable location, prepare and mail the invitation letters, publish meeting notices, and administer the meeting.
- City shall be responsible for coordinating driveway closures / consolidations with property owners.
- ODOT Local Government shall administer the construction letting.
- ODOT / City shall administer the construction engineering and inspection services.
- ODOT Environmental Programs Division shall perform the NEPA study and gain FHWA approval.
- The City shall provide property appraisals and property owner negotiations and secure required acquisitions of ROW and easements.
- The City shall initiate, review, and execute utility agreements.
- The City shall conduct traffic counts as required to determine turn lane storage lengths and driveway ingress/egress including:
 - Traffic counts on all approaches at two proposed signalized intersections, tabulated every 15 minutes for a 24-hour time period
 - Turning movement counts on all approaches at the four intersections, tabulated every 15 minutes, during the AM (7:00 AM – 9:00 AM), midday (11:00 AM – 1:00 PM), and PM (3:00 PM – 6:00 PM) peak periods
 - In and out counts of significant driveways (up to 12) on the south side of Rock Creek Road between 12th Avenue NW and Trailwood Drive from 6:00 AM to 7:00 PM
- The City shall perform a traffic analysis to determine potential impacts to the existing traffic signal system. The proposed study area should include the limits between Flood Avenue and Stubbeman Avenue. The traffic analysis should include the following:
 - Estimating the future traffic volumes that would be generated at the proposed intersection improvements
 - Reviewing the signal warrant study completed previously by the City and updating the warrant as needed to reflect the current traffic operations and volumes
 - Revising the traffic circulation and relative activity for the driveways along the corridor to provide recommendations on which driveways along the south side of Rock Creek Road may be combined, consolidated, or removed
 - Using traffic simulation software and City of Norman / ODOT standards to determine queue lengths to determine appropriate turn bay lengths at the intersection
 - Preparing a Traffic Analysis report of the conduct and findings of the analysis, including representative figures and tables and an appendix containing the documentation for development of the anticipated development traffic and output

from the traffic model of traffic operations.

- The City shall prepare the "Local Government NEPA Study Checklist" and ODOT will perform the required environmental investigations and studies. No environmental services or support is included in this scope of services.
- The City shall prepare two (2) railroad permits and perform coordination with BNSF Railway for approval. The first permit will be to construct a conduit for the fiber interconnection between existing signals. The second permit will be to construct one (1) pedestrian crossing within the north ROW of the railroad. Additionally, the City shall coordinate traffic signal preemption with BNSF Railway. No railroad coordination or permitting is included in this scope of services.