

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Kimley-Horn and Associates, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to complete the Development of Comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Updated Transition Plan (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 27th day of June, 2017.

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 in Attachment A, Scope of Services.

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 exercise its reasonable efforts to provide any information required by CONSULTANT in its performance of the Services described herein. 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 a negligent act, error, or omission 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:

Shawn O'Leary
Public Works Director
City of Norman
P.O. Box 370
Norman, OK 73070

KIMLEY-HORN AND ASSOCIATES, INC.:

C. Brian Shamburger, P.E., PTOE
Sr. Vice President
801 Cherry Street, Unit 11
Suite 950
Fort Worth, Texas 76102

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 KIMLEY-HORN AND ASSOCIATES, INC. have executed this Agreement.

DATED this __th day of _____, 2017.

The City of Norman
(OWNER)

Kimley-Horn and Associates, Inc.
(CONSULTANT)

Signature _____

Signature Scott R. Arnold

Name _____

Name Scott R. Arnold, P.E.

Title _____

Title Assistant Secretary

Date _____

Date 6/19/2017

Attest:

Attest:

City Clerk

Jeff Whitacre
Jeff Whitacre, Assistant Secretary

Approved as to form and legality this 21 day of June 2017.

[Signature]
City Attorney

ATTACHMENT A SCOPE OF SERVICES

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

DESCRIPTION OF PROJECT

Kimley-Horn and Associates, Inc. ("CONSULTANT") will provide professional services based on our project understanding as follows:

- The City of Norman, Oklahoma ("OWNER") wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.
- This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of City programs, procedures, and policies, employment practices, ordinances, design standards, parks and associated parking lots, signalized intersections, and sidewalks and associated curb ramps. Recommendations to bring any non-compliant elements into compliance will be provided. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.
- Future phases of this project could include, but are not limited to:
 - Evaluations of facilities not included in this Scope of Service, including determination of compliance status, potential solutions, cost estimates to implement potential solutions, and prioritization of evaluated facilities for implementation;
 - Evaluation of housing programs;
 - Additional Staff Training; and
 - Update of Transition Plan to document additional work.

SCOPE OF SERVICES

Task 1 – Project Management

- 1.1 The CONSULTANT will maintain project records, budgets, and communications for the duration of the project. The project is assumed to be 12 months.
- 1.2 The CONSULTANT will prepare monthly progress reports.

Task 2 – Project Kick-off Meeting

- 2.1 The CONSULTANT will meet with City staff representing major program areas and orient them to the process that will be used to develop the City's ADA Transition Plan and introduce the proposed project tasks and schedule. The CONSULTANT will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include a list of all OWNER sponsored programs and OWNER leased and owned facilities to be included in the project. The CONSULTANT will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

Task 3 – Self-Evaluation

- 3.1 ADA Liaison Committee. The CONSULTANT will assist the OWNER in establishing a City staff-based ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan, and will continue to meet and actively participate after the completion of this project. The CONSULTANT will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project.
- 3.2 External ADA Advisory Committee. The CONSULTANT will assist the OWNER in establishing and facilitating an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, a representative from the Cleveland Area Rapid Transit (CART), and members of the public. The purpose of this committee is to provide feedback to City staff on local accessibility issues and disseminate information regarding the purpose and status of the Transition Plan project to the disability community. The CONSULTANT anticipates the size of this committee to be approximately 12-15 people.
- 3.3 Programs, Procedures, and Policies Review.
- 3.3.1 The CONSULTANT will evaluate the current level of City program, procedure, and policy accessibility to evaluate current City status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures for the following:
- 3.3.1.1 Boards and Commissions – The CONSULTANT will review the general application processes and pertinent participation requirements for City Boards and Commissions.
- 3.3.1.2 Departments
1. City Attorney
 2. City Clerk
 3. City Manager
 4. Financial Services
 5. Fire Department
 6. Human Resources
 7. Information Technology
 8. Municipal Court
 9. Parks & Recreation
 10. Planning & Development
 11. Police Department
 12. Public Works
- 3.3.2 The CONSULTANT will evaluate the current level of program, policy, and procedure accessibility within each department by administering a program survey. The survey will assist in evaluating current OWNER status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, communication, notifications, public meetings, the use of contracted

services, purchasing, maintenance of accessible features, and emergency procedures for the Boards and Commissions mentioned in **Task 3.3.1.1** and the Departments listed in **Task 3.3.1.2**.

3.4 Employment Practice Review

- The CONSULTANT will review City employment practices for compliance with Title I of the ADA.
- The CONSULTANT will review up to 10 City job descriptions for discriminatory language and identification of essential, secondary, and non-essential job functions.

3.5 Ordinance Review. The CONSULTANT will review up to 20 City ordinances for consistency with current accessibility requirements and standards. City ordinances for review will be selected based on impacts to program accessibility and the design, construction, and maintenance of pedestrian related facilities.

3.6 Emergency Management Plan Review. The CONSULTANT will review the OWNER's Emergency Management Plan for consistency with current accessibility requirements and standards.

3.7 Design Standards Review. The CONSULTANT will review the current City design standards with pedestrian elements, construction specifications with pedestrian elements, building construction standards, and building specifications for compliance with the ADA.

3.8 Facilities Review. The CONSULTANT will establish field teams which will conduct evaluations based on forms developed by the CONSULTANT in consultation with the OWNER based on the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). All field data will be compatible with the OWNER's existing Geographic Information System (GIS).

3.8.1 Facilities Listing

3.8.1.1 Buildings and Parking Lots – The following buildings will be evaluated:

Location Name	Property Address
1. Municipal Complex – Main Municipal Building	201 W Gray
2. Municipal Complex – Building B	201 W Gray
3. Municipal Complex – Building C	201 W Gray

3.8.1.2 Parks and Parking Lots – The following parks will be evaluated:

Location Name	Property Address
1. Andrews Park	201 W Daws
2. Griffin Park	1001 E. Robinson
3. Lions Park	450 S. Flood

3.8.1.3 Park Sidewalks – Up to nine (9) linear miles of park sidewalk within the parks listed in **Task 3.8.1.1** will be evaluated. All curb ramps along this sidewalk will

be evaluated. Evaluation of unpaved trails will be considered Additional Services.

- 3.8.1.4 Park Pedestrian Bridges – Pedestrian bridges within the parks listed in Task **3.8.1.1** will be evaluated.
- 3.8.1.5 Signalized Intersections – Up to 20 signalized intersections will be evaluated. The CONSULTANT estimates this task will include the evaluation of up to 160 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.
- 3.8.1.6 Sidewalk Corridors – Up to eight (8) linear miles of sidewalks will be evaluated.
- 3.8.1.7 Unsignalized Intersections and Driveways – Unsignalized intersections and driveways along the sidewalk in **Task 3.8.1.5** will be evaluated. The CONSULTANT estimates this task will include the evaluation of up to 64 intersections and up to approximately 200 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.
- 3.8.1.8 Railroad Crossings – Up to four (4) pedestrian railroad crossings will be evaluated. Railroad crossing along the pedestrian path of travel that do not currently have sidewalk leading up to the railroad tracks will not be evaluated.

Facility Reports. The CONSULTANT will create a separate report for each facility type. Each facility report will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Listing of facilities that are in compliance with current standards.
- Listing of facilities that are not in compliance with current ADA requirements.
- Recommended actions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the CONSULTANT and City staff.
- "Cost report" that assigns conceptual budget estimates to each recommended action.
- Photolog summary for each facility (photos for sidewalks can be hyperlinked in GIS, but will not be provided on each facility report).
- Catalog of all field data compatible with the OWNER's existing GIS databases.

Task 4 – Transition Plan Development

The CONSULTANT will coordinate with City staff in developing the Transition Plan as follows:

- 4.1 ADA Coordinator. The CONSULTANT will work with the OWNER to define the role and responsibilities of the ADA Coordinator.
- 4.2 Grievance Policy and Procedure. The CONSULTANT will assist the OWNER to develop an ADA grievance policy, procedure, and complaint form.
- 4.3 Evaluation and Prioritization Criteria. The CONSULTANT will recommend criteria for evaluating facilities and for prioritizing identified accessibility improvements.

- 4.4 Exceptions and Exemptions. The CONSULTANT will evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.5 Budget. The CONSULTANT will define an ongoing budget needed for accessibility improvements. Potential funding sources will be researched and recommended to most effectively achieve compliance.
- 4.6 Draft Transition Plan. Based on the Self-Evaluation, the CONSULTANT will prepare a draft Transition Plan for the OWNER. The plan will include:
- Executive summary which will describe the project purpose, process, and most significant findings;
 - Summary and detailed findings of the Self-Evaluation for the facilities identified in **Task 3.8**; and
 - A phased implementation schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The CONSULTANT will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the OWNER.

- 4.7 Final Transition Plan. The CONSULTANT will address comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the OWNER. The CONSULTANT will provide the following deliverables to the OWNER:
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats; and
 - Two (2) printed copies of the Final Transition Plan with Appendices included on CD or another approved electronic media.

Task 5 – Meetings

- 5.1 Bi-weekly Progress Meetings. The CONSULTANT will attend up to 20 progress meetings with City staff via conference call to discuss the status of the project.
- 5.2 Monthly Progress Meetings. The CONSULTANT will prepare for and attend up to three (3) in-person and up to six (6) conference call progress meetings with City staff and the newly created ADA Liaison Committee. The CONSULTANT will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings).
- 5.3 External ADA Advisory Committee Meetings. The CONSULTANT will prepare for and attend up to six (6) meetings with City staff and the newly created ADA Advisory Committee to describe the process, timeline, and expectations associated with this project, as well as receive any general input they may provide. The CONSULTANT will

produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (1-hour meeting).

The CONSULTANT assumes these meetings will be scheduled to occur on the same days as the in-person monthly progress meetings identified in Task 5.2.

5.4 Public Meetings. The CONSULTANT will prepare for and attend up to two (2) public meetings to:

- Meeting #1: Introduce the project and facilities to be evaluated; and
- Meeting #2: Provide a summary of findings and solicit feedback on the draft Transition Plan.

The CONSULTANT will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings).

The CONSULTANT assumes these meetings will be scheduled to occur on the same days as the in-person monthly progress meetings identified in Task 5.2.

5.5 Council Meetings. The CONSULTANT will prepare for and attend up to two (2) City Council meetings. The CONSULTANT will produce meeting materials and handouts and prepare a summary of action items resulting from each meeting (2-hour meeting).

The CONSULTANT assumes one (1) of the City Council meetings will be scheduled to occur on the same days as one of the in-person monthly progress meetings identified in Task 5.2.

Schedule: The CONSULTANT will provide its services as expeditiously as practicable and work with the OWNER to develop a mutually agreeable schedule.

Deliverables: The CONSULTANT will deliver the following materials to the OWNER:

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
- Two (2) printed copies of the Final Transition Plan with Appendices included on CD or another approved electronic media.
- Field work data in GIS format, compatible with the OWNER's GIS system.

ATTACHMENT B
COMPENSATION

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

The CONSULTANT agrees to perform the SERVICES identified in Attachment A – Scope of Services, in accordance with the limitations and conditions set for 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 \$200,000 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 identified in Attachment A – Scope of Services for the total lump sum fee below. Individual task amounts are informational only.

Task	
Task 1 – Project Management	\$10,500
Task 2 – Project Kick-off Meeting	\$7,900
Task 3 – Self-Evaluation	
Non-Facility Reviews	\$40,600
Facility Reviews	
Parks and Associated Parking Lots/Sidewalks	\$25,100
Signalized Intersections	\$10,200
Sidewalk Corridors	\$13,700
Unsignalized Intersections and Driveways	\$14,200
Railroad Crossings	\$1,300
Task 4 Transition Plan Development	\$23,000
Task 5 Meetings	
Bi-weekly Progress Meetings	\$3,900
Monthly Progress Meetings	\$20,300
Advisory Committee Meetings	\$5,100
Public Meetings	\$4,500
Council Meetings	\$10,100
TOTAL COMPENSATION	\$200,000

Payment claims or invoices for lump sum fees will be submitted to the OWNER monthly based upon the overall percentage of services performed.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.