

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Meshek and Associates, PLC (CONSULTANT) for the following reasons:

1. OWNER intends to conduct a Hydraulic and Hydrologic Study of Lower Imhoff Creek (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 ___th day of _____, 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. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, and OWNER'S officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONSULTANT or CONSULTANT'S officers, directors, members, partners, agents, employees, or Consultants. OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

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:

Joe Willingham, P.E., CFM
Storm Water Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT:

Brandon Claborn, P.E., CFM
Meshek and Associates, PLC
Principal Engineer
1437 S. Boulder Ave., Suite 1550
Tulsa, OK 74119

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 Meshek and Associates, PLC, have executed this Agreement.

DATED this ___th day of _____, 2015.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Meshek and Associates, PLC
(CONSULTANT)

Signature Brandon Claborn

Name Brandon Claborn

Title Principal Engineer

Date 5/5/2015

Attest:

N/A
Secretary

Approved as to form and legality this 20 day of May 2015.

[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.

PART I- DESCRIPTION OF PROJECT

The CONSULTANT is to provide SERVICES in connection with the development of updated hydrology and hydraulic analysis for the Imhoff Creek basin, conceptual design for natural stream restoration for approximately 1.5 miles of lower Imhoff Creek located within the City of Norman, Oklahoma:

Project Extents:

The drainage study will be limited to the Imhoff Creek drainage basin. The stream restoration area is between Highway 9 and the point at which articulated block armor ends some 2000 linear feet of stream channel north of Imhoff Road.

Project Exceptions:

This phase of the project will not include a 404 Permit, CLOMR/LOMR, detailed Plans & Specifications or Ecological assessments.

PART II - GENERAL PERFORMANCE REQUIREMENTS

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

1. Project Administration – will include scheduling, invoicing, communication, progress meetings and general project management time.
2. Kickoff Meeting/Channel Walk – the project will begin with a kickoff meeting with the consultant, City staff and stakeholders to discuss the primary concerns and goals of the project. This work item will also include a channel walk to discuss specific concerns and share conceptual design ideas. Some stream inventory will be performed during this task.
3. Geotechnical Assessment/Analysis - Perform an assessment during the channel walk to observe the site conditions. During the site walk we will collect grab samples of the bank materials to return to our geotechnical laboratory for testing. We also propose to return to the site on the day following the channel walk to perform shallow hand auger borings for collecting relatively undisturbed soil samples. Perform laboratory testing on select soil samples collected during the site walk. The purpose of the testing will be to provide us with a better understanding of the material types. Laboratory testing of grab samples will include grain size analyses, moisture content tests, and Atterberg limit determinations. Engineering properties, such as strength data, cannot be performed on the grab samples. If we are able to collect undisturbed samples from hand auger borings, then we will attempt to perform direct shear tests for estimating in-site strengths. Perform preliminary design analyses to develop up to four concepts for stabilizing

the stream embankments. The analyses will evaluate global slope stability and internal stability of walls, if necessary. The preliminary designs will be based on conservative estimates of soil properties.

- a. Develop a rough order of magnitude (ROM) estimate for construction. The ROM will be based on the preliminary design concepts.
 - b. Prepare a design memorandum that summarizes our preliminary design. The memorandum will include our findings, our conclusions, our recommendations for construction, and our design concept sketches.
4. Data Collection/Processing – the CONSULTANT will collect all previous study data from FEMA and the City of Norman for the Imhoff Creek basin. The CONSULTANT will also process the survey and geotechnical data for use in the analysis and conceptual design. This will also include determining the existing easements and ownership along this corridor of Imhoff Creek. The CONSULTANT shall collect in channel survey using underwater sonar equipment for reach IC-2 of up to approximately 3500 feet which shall support hydraulic analyses and the development of stream stabilization solutions.
 5. Hydrology Modeling – as part of this task the CONSULTANT shall develop new existing conditions hydrology for 3.9 stream miles of Imhoff Creek. The CONSULTANT shall create a new HEC-HMS model of Imhoff Creek Watershed using detailed methods in accordance with FEMA Guidelines & Specifications. The CONSULTANT shall delineate subbasin boundaries using GIS processes from topography supplied by City. The subbasin boundaries shall be reviewed and adjusted as appropriate based on supplemental stormwater data or development plans supplied by City and the aerial imagery. Applicable storage areas, soil infiltration losses, channel routing, and urban runoff characteristics shall be included in the HEC-HMS model with sufficient detail to compute runoff peak discharges and flow hydrographs for the 10-year, 25-year, 50-year, 100-year, 100-year Plus, and 500-year storm events along Imhoff Creek. If possible the HEC-HMS results shall be validated by taking historical rainfall distribution data from nearby gage locations (such as the Max Westheimer Airport and the Oklahoma Mesonet) for historical storm events (such as the July 25-26, 2013 storm or May 31 – June 1, 2013 storm events) to simulate peak discharges and flow hydrographs. The resulting discharges shall be input into the hydraulic unsteady-state HEC-RAS model that will also be developed as part of this project to create representative floodplain boundaries of the historical storm events which shall be compared to any available City staff and NOAA Flash Flood observations.
 6. Hydraulic Modeling – for this task the CONSULTANT shall utilize the peak discharges and flow hydrographs from the hydrologic phase of this project to develop a new detailed hydraulic analysis of the existing conditions for 3.9 stream miles of Imhoff Creek in accordance with FEMA Guidelines & Specifications. The CONSULTANT shall create a new unsteady-state HEC-RAS model of Imhoff Creek utilizing both new data and data from past studies. The HEC-RAS model from the current City of Norman Storm Water Master Plan shall be used as the primary source of supplemental data for this analysis. The CONSULTANT shall utilize automated GIS processes to generate cross sections throughout the detailed study area. Cross section geometry information shall be derived from topography provided by the City and supplemented with detailed stream bed morphology survey taken as part of this project or in channel survey data from past studies. All input parameters such as Manning's "n" Values and bank stations shall be reviewed and updated to match existing conditions. Structure data shall be included in this detailed analysis by using automated methods to derive information from the Storm Water Master Plan HEC-RAS study and updating the data to match data provided by the

City. Upon validating the hydraulic analyses a floodway analysis shall be performed. The resulting floodway and floodplain boundaries for the hydraulic profiles shall be developed. Base Flood Elevations of the 1% annual chance event shall be created along with a FEMA Floodway Data Tables and Profiles. In addition the CONSULTANT shall also, if appropriate, produce up to two sets of alternative analyses that support and potentially validate possible solutions to stabilize reach IC-2 of Imhoff Creek which will be identified in Task 6 of this project.

7. Develop Alternatives and Submit for Review – using the information from the stream walk and the updated models, the CONSULTANT will prepare conceptual designs for stream improvements where problems are identified within reach IC-2. This includes options to dissipate energy downstream of Imhoff Rd. This also includes identifying Right-of-Way that would be needed.
8. Develop Final Report – After meeting with the City to select from the alternatives presented, a final report including a conceptual cost estimate will be submitted to the City for review.
9. Public Meeting – The CONSULTANT will prepare exhibits and presentations for a meeting to discuss the proposed improvements with the City Council and stakeholders.

PART III – SURVEY

Perform topographic survey of Imhoff Creek from Highway 9 to approximately 2,000 for north of Imhoff Road. Laterally the survey will extend from top of bank to top of bank.

HDS survey technology (or High Definition Scanning or “3D scanning”) will be used to perform the survey. This technology efficiently captures astonishing detail of the terrain by capturing dense three dimensional point data --- creating a dense “point cloud”. A Digital Terrain Model (DTM) and contours will be created from the point cloud data and delivered in AutoCAD format.

In addition, 3D color photographs are captured allowing for virtual exploration of the creek to aid in decision making, design, collaborations, and presentations. Accurate x,y,z queries are also available during virtual exploration using a free viewer software provided.

The survey will include:

- Creek flowline profile
- “Measure-ups” of the Imhoff Road bridge structure, the north end of the Highway 9 box structure, and miscellaneous drain pipes entering the creek. Additional data on these structures will be included in the 3D scan data.
- DTM of the creek including the structures listed above
- 1’ contours of the creek
- AutoCAD drawing/data set
- 3D Point Cloud including access/link to TruView software for exploring in 3D color photograph mode.
- The survey will be tied to the following datum:
 - Horizontal: Oklahoma State Plane NAD83(CORS96) – South Zone – US Foot
 - Vertical: NGVD88

The proposed fee of \$18,000 includes 133 man-hours (survey control, survey measurements, project management, data reduction, drafting) and 25 equipment-hours (HDS survey equipment)

for the Stream Survey. An additional \$4,000 is included to obtain additional data as needed for updating the hydrology and hydraulic models..

For reference & comparison, this topographic survey performed by traditional survey means would cost approximately \$23,000 and would capture only a fraction of the detail. Nor would it include 3D photograph and virtual exploration tools.

PART IV – GEOTECHNICAL INVESTIGATIONS

PART IV – ENVIRONMENTAL CLEARANCE SUPPORT

Environmental clearance is not anticipated for this project and is not included in the professional services. If it is necessary for these services under this project, the scope of work will be defined by an amendment to this agreement.

PART V - RIGHT-OF-WAY ACQUISITION SUPPORT SERVICES AND RECOUPMENT DISTRICT LEGALS & EXHIBITS

Right of way acquisition is not included for this project and services for acquisition are not included as part of this agreement. If additional right of way is necessary, these services will be added to the agreement by written amendment.

PART VI - CONSTRUCTION SERVICES

There are no construction services as part of this project.

PART VIII - PLAN REQUIREMENTS

Drawings shall conform to ordinary drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required, For purposes of this contract, all drawings will be preliminary/conceptual and will be submitted as PDF files.

PART VIII - MUTUAL AGREEMENTS

The OWNER and the CONSULTANT mutually agree:

- a. SERVICES to be performed by the CONSULTANT shall include and encompass those SERVICES identified in **PART I-VII**.
- b. The CONSULTANT shall hold the OWNER as a confidential client. The CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. The CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.
- ~~e. Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, the CONSULTANT's Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. The CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from the CONSULTANT's construction cost estimates.~~

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

ATTACHMENT B PROJECT SCHEDULE

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

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

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	June 1, 2015
Kickoff Meeting/Channel Walk	Early June/Early July
Surveying	June 15, 2015
Hydrology & Hydraulics	July 1, 2015
Alternative Submittal	September 1, 2015
Final Report	October 1, 2015
Public Meeting	October-November 2015

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

Dates indicated are dependent upon timely review by the OWNER, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the CONSULTANT.

ATTACHMENT C COMPENSATION

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

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$143,000 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

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

TASK	COMPENSATION
1.1 Project Administration	\$9,090
1.2 Kickoff Meeting/Channel Walk/Initial Design	\$9,920
1.3 Data Collection/Processing/Existing Easements	\$9,920
1.4 Hydrology Modeling	\$11,090
1.5 Hydraulic Modeling	\$13,210
1.6 Ecological Inventory*	\$4,000
1.7 Develop Alternatives and Submit for Review	\$17,260
1.8 Develop Final Report	\$6,820
1.9 Council & Public Meetings	\$12,620
R2D Travel Expenses	\$1,500
Survey	\$22,000
Geotechnical Investigations	\$23,100
Expenses	\$2,470
TOTAL COMPENSATION	\$143,000

An additional breakdown of the proposed fee is included as Exhibit C-1.

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

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

EXHIBIT C-1

HOURS AND COST EXHIBIT FOR THE A COMPREHENSIVE HYDRAULIC AND HYDROLOGIC STUDY AND RECOMMENDATIONS FOR BANK STABILIZATION AND STREAM RESTORATION FOR LOWER INHOFF CREEK													
CLIENT: City of Norman													
DATE: Monday, May 04, 2015													
Task No.	Task Description	Meshek Labor Hours						AMEC Labor Hours				R2D Engineering Hours	Cost
		Principal Engineer	Project Engineer	Engineer Intern	GIS Specialist	Clerical	Principal Engineer	Senior Engineer	Jr. Engineer	GIS	Potentialist		
1.1	Project Administration	30	4			8	4	16				22	\$ 9,090.00
1.2	Kickoff Meeting/Channel Walk Assessment/Initial Design	16					16	16			16	64	\$ 8,920.00
1.3	Data Collection/Processing/Editing Essentials	8	60	8	8			4	4	4		96	
1.4	Hydrology Modeling	4	8	8			8	16	56	8		115	\$ 9,920.00
1.5	Hydraulic Modeling	4	12	12			8	16	76	16		141	\$ 13,240.00
1.6	Ecological Analysis							24					\$ 4,000.00
1.7	Develop Alternatives and Submit for Review	16	40	8	16		8	16	24	12		156	\$ 11,200.00
1.8	Develop Final Report	8	4	4	8	2	4	4		8		56	\$ 6,820.00
1.9	Concurrence & Public Meetings	24	8	8	8	2	16	24				90	\$ 12,820.00
	Subtotal Task 1.0	140	136	48	40	12	80	144	168	48	48	408	\$ 93,930.00
		\$20,350	\$13,600	\$3,840	\$3,400	\$600	\$11,100	\$18,000	\$13,440	\$3,800	\$6,000		
													R2D Travel Expenses \$ 1,500.00
													Survey \$ 22,000.00
													Geotechnical Investigation \$ 23,100.00
													Meshek & AMEC Expenses \$ 2,470.00
													Total Fee \$ 143,000.00

ATTACHMENT D OWNER'S RESPONSIBILITIES

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

OWNER RESPONSILITIES

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

SPECIAL RESPONSIBILITIES

1. The OWNER shall furnish to the CONSULTANT traffic studies as may be required for the design.
2. The OWNER shall furnish Certificates of Title, Appraisals and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of the PROJECT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	CONTACT NAME: PHONE (A/C No. Ext): 800-338-1391 E-MAIL: acecclientrequest@marsh.com ADDRESS: acecclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Meshek & Associates, PLC Ms. Christy Dulaney 1437 S Boulder Ave, Ste 1550 Tulsa, OK 74119-3609	INSURER A: Sentinel Insurance Company Ltd	11000
	INSURER B: Twin City Fire Insurance Co	29459
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	84SBWPD3310	04/04/2015	04/04/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	84UBGJG3007	04/04/2015	04/04/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		84SBWPD3310	04/04/2015	04/04/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	84WBGRX5873	04/04/2015	04/04/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Norman is included as additional insured for above coverage except
WC as required by written contract.

CERTIFICATE HOLDER

City of Norman
PO Box 370
201A West Gray
Norman, OK 73070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Connelly

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