

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to construct the 2019 Transportation Bond Projects Program Management (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 23rd day of July, 2019.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 -COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1 ,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Tim M. Miles, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Olsson, Inc.:

Ronald G. Weltzheimer
Vice President
201 NW 63rd Street, Suite 130
Oklahoma City, OK 73116

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, 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 Olsson, Inc. have executed this Agreement.

DATED this 23rd day of July, 2019.

The City of Norman
(OWNER)

Olsson, Inc.

Signature _____

Signature_____

Name _____

Name_____

Title _____

Title_____

Date_____

Date_____

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this ____ day of _____ 200_.

City Attorney

ATTACHMENT A SCOPE OF SERVICES

Olsson has been selected by the City of Norman (the City) to serve as the Program Manager for the 2019 City of Norman Transportation Bond Program. This program consists of nineteen (19) projects. Of these projects, seventeen (17) are City roadway design projects, one specifies funding for a Traffic Management Center, and the last designates City funding toward updating the I-35 and Indian Hills Road Interchange in partnership with the Oklahoma Department of Transportation (ODOT).

BASIC CONSULTING SERVICES

Olsson will serve as an extension of the City of Norman Staff to provide services necessary to manage the Transportation Bond Program. Olsson shall create an implementation plan for the program. Data will be gathered on the fifteen (15) design projects that are not currently under contract with a design consultant and current project information from the consultants actively working on the two awarded projects. For all seventeen (17) design projects, Olsson shall prepare and update monthly cost estimates, schedules, and scoping documents. A quarterly program report will be prepared to be delivered and discussed with City staff. Olsson shall provide documents, web applications, and a mobile application (app) to provide City staff with updates on the program and projects. Olsson shall attend meetings with City staff, city council, and other groups as required. Olsson shall assist the City in cost tracking, consultant selection, contract updates, project fee negotiations, project plan reviews, and project schedule updates.

IMPLEMENTATION PLAN

Olsson will work with City staff to develop an implementation plan with the goal of standardizing the selection and contracting process where possible to help maintain the overall program schedule. The plan will also contain scoping documents, schedules, and estimates for the overall program and each project. The plan will include (at a minimum):

- Consultant Selection Schedule
- Identification of the Preferred Consultant Selection Method
- Standardized RFP/RFQ
- Proposal Review / Interview Schedule and Process
- Standardized Contract
- Standardized Scope and Scope Attachments
- Standardized Invoice/Pay Claim Form
- Program Schedule
- Detailed Scoping Reports for each Project
- Cost Estimates

The Implementation Plan is a living document which will be reviewed, re-evaluated, and re-adopted from time to time as projects progress and plans become realities. The information contained in the Implementation Plan and Project Timeline is based on currently available information as well as certain assumptions made based on anticipated requirements. The project timeline is subject to change as the planning progresses and more information becomes available. Federally funded projects can expect the most fluctuation due to the variability in the ranking system and availability of funds in any given year.

Once the plan is developed, Olsson will support the City of Norman as needed during consultant selection, contract scope review, and contract fee review. Additionally, Olsson will review and assist the City if any future contract amendments are proposed and provide recommendations that emphasize a program perspective.

Olsson shall participate in the engineering and/or construction management consultant performance review at the conclusion of each engineering contract and provide evaluations of the work performed by the engineering firm for projects in support of the Program.

Data Gathering

Olsson shall research each project in the program to gather data that will impact the scoping, design, or construction of the project. The data will be organized and stored for easy access by city staff and made available to others as required (upon approval of city staff).

Olsson shall, as a minimum, gather data for each project including associated recoupment and deferral properties, available traffic impact fees, existing plans, existing drainage structures / bridges, environmental requirements / constraints, environmental concerns (hazardous waste, wetlands, etc.), existing right-of-way / easements, existing utilities, and stormwater / drainage information.

Refer to the Appendix to this scope for a complete description of data included in the data gathering.

Cost Estimates, Schedules, and Scoping Documents

All cost estimates for construction, right-of-way, utilities, design, etc. will be provided to Olsson by the City of Norman or the design consultants selected for the projects. Olsson will process the estimates and update the overall program budget as the estimates are received.

Olsson shall use the information gathered on the projects to refine and develop schedules for each project and the overall program. The schedule will include all items required from programming to construction complete. The schedule will be updated as each project progresses.

Olsson shall use the information gathered on the projects to refine and develop scoping documents for each project. The scoping document will be used to help define the improvements on the project corridor and define the scope of work for the design team assigned to the project.

PROGRAM OVERSIGHT AND TRACKING

Quarterly Reports

Olsson shall prepare a quarterly report that will include updated overall program and individual project costs and schedules. The quarterly report will include narratives addressing accounting, payment, cash flow and schedule issues / status. Any item that is identified that could alter the program, will be included in the quarterly report with corrective action plans. The quarterly report will include inventories for right-of-way and utilities that will list out each item and status.

Web & Mobile Applications

Olsson shall utilize web-based applications to provide City staff access to current information and data on the overall program and individual projects. Specifically, Olsson will input all relevant project information into the ArcGIS online system and will build all project schedules, project estimates, and program tracking documents within the Smartsheet program. Additional programs may be utilized as needed.

Olsson will develop a custom mobile application to provide quick access to current program and project information. Information to be provided includes (but is not limited to):

- Program Overview
- Project Overviews and Status
- Project and Phase start and end dates
- Project and Phase expenditures vs. budget

Olsson will coordinate with the City to determine and implement website security including authentication, limited use based on access (services for anonymous users / services for named users) and the number of named users.

Meetings

As requested by City staff, Olsson shall attend regular and special meetings of the City Council and provide the council professional judgments and expertise with respect to the status and updates of the program.

Olsson shall meet monthly with City staff at formal program meetings to review the costs, schedules, and status of projects and the overall program.

As requested by City staff, Olsson shall attend public meetings and committee meetings to provide professional judgments and expertise with respect to the status of projects and the overall program.

Olsson will also be available for conference calls and informal in-person meetings with City staff as needed. Weekly updates in the form of meetings, calls, or emails are anticipated.

PROJECT SUPPORT SERVICES

Olsson will work to support City of Norman staff throughout each individual project, maintaining focus on program-wide impacts. As Olsson tracks the projects, reminders and advance notice of upcoming milestones will be sent to City staff to facilitate scheduling of any necessary meetings, submittals, agenda items, etc. As the program progresses, refinement of Olsson's duties to support the City's individual project managers will occur, and Olsson will adjust our services as necessary.

Project Design Reviews / Construction / Accounting / Closeout

Olsson shall work with the City to develop plan review checklists for use by Olsson and City staff. Olsson shall attend design review meetings and shall review and provide written comments emphasizing areas or aspects of the project requested by City Staff. At a minimum, constructability will be reviewed by Olsson.

Olsson shall participate in the final plan, specifications and estimates (PS&E) review and provide written comments for the projects not receiving Federal funding; Olsson will also attend pre-bid meetings prior to lettings for these projects.

During construction on all projects, invoicing will be tracked as part of Olsson's program oversight duties. No other construction oversight, reviews, or approvals are expected.

Additional Services

At the request of the city of Norman, Olsson can provide additional services in support of the program. As an example, additional services could be to provide additional reviews during design or construction for plans, pay estimates, change orders or supplemental agreements. If additional services are requested, the City of Norman and Olsson will discuss the City's needs and develop an amendment to this agreement.

SCOPE APPENDIX: DATA GATHERING

NOTE: The intent of the data gathering is to identify any items which would affect the project cost at a planning level and can be obtained from the City of Norman, others, or by a desktop review.

Olsson will obtain the latest As-Built plans, if available, for each project area and attach them to the ArcGIS site. The City will provide information on all properties along the projects that have recoupment or deferral status and determine if any traffic impact fees are applicable to the corridors.

Olsson will coordinate with the University of Oklahoma to include GIS utilities data from OU Facilities Management. Olsson will also gather available traffic data around the university including peak traffic for game days and special events.

Olsson will determine the property ownership for each project area using the provided information from the Cleveland County Assessor. Within the study area, the following properties and the general location of their boundaries will be identified:

1. Property Ownership
2. Indian & Tribal Ownership
3. Federal Properties and Easements
4. Public parks and recreational areas
5. Cemeteries
6. Airports located within 4 miles of the project
7. Active or abandoned Rail Roads
8. Military Properties

City Staff will assist Olsson to identify the existing utilities within each project area. Olsson will request the list of utilities from OKIE for each project. City of Norman utilities will be provided to Olsson via ArcGIS Online.

Olsson will gather the complete accident history for each project area. The accident history will be a compilation of the accidents occurring within the project area over the last 10 years.

Olsson will obtain the Structure Inventory & Appraisal sheet for each bridge. The drainage areas will be delineated for any bridge structures within each project area. FEMA FIRMettes will be obtained for all bridge structures and will be attached to the ArcGIS site. If there are any NRCS-controlled structures within the Drainage Area, they will be identified on the ArcGIS site.

Olsson will perform a preliminary desktop review (standard data base search) for historic properties and structures as described below:

1. Properties and districts listed in the National Register of Historic Places (NRHP).
2. Properties and districts eligible to be listed in the NRHP.
3. Segments of Route 66 eligible to be listed in the NRHP.
4. Historic Bridges listed in the NRHP.
5. Historic Bridges eligible to be listed in the NRHP.
6. Historic Cemeteries

Note: All historic properties identified during this process shall be shown on study maps for internal CITY review only. The public disclosure of the location of some types of historic properties is a violation of Federal laws and regulations.

Olsson will identify Hazardous Waste sites located in the proximity of the project area. In addition, Above Ground Storage Tanks (AST), Underground Storage Tanks (UST), Leaking Underground Storage Tanks (LUST) Sites and oil wells located within 1/8th of a mile of the project area will be labeled on the ArcGIS site.

Olsson will identify federally-listed endangered, threatened or candidate species located within the study area and any Designated Critical Habitats for these species.

Olsson will identify potential jurisdictional wetlands and streams / jurisdictional waters located within the study area. This will also include the identification of Oklahoma's 2010 303(d) list of impaired waters. A list of impairments for each listed stream will be included for each project site. All project sites are located within the City of Norman's Municipal Separate Storm Sewer System (MS4) and must follow the regulations set forth by the Lake Thunderbird TMDL. Olsson will identify projects requiring a 404 permit (individual or nationwide).

Olsson will compile the following roadway characteristics for each project area:

1. Area Type: Urban, Suburban or Rural
2. Terrain Type: Flat, Rolling or Mountainous
3. Street Type: Principal/Minor Arterial or Collector
4. Width of Lanes
5. Inside and Outside Shoulder Widths
6. Open Section, Curb & Gutter, Divided (with median width) or a description of any other type.
7. Pavement and Shoulder Material Type and Condition
8. Sidewalks / Bike Lane Identification and Width

Olsson will obtain the traffic data within each project area from the City of Norman's Comprehensive Transportation Plan.

Olsson will perform a site visit to confirm the validity of the project data once the data collection is complete.

**ATTACHMENT B
PROJECT SCHEDULE**

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

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

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	July 24, 2019
Quarterly Reports	Every 3 months after NTP
Draft Implementation Plan	3 months after NTP
Final Implementation Plan	6 months after NTP
Implementation Plan Updates	As Needed
Final Quarterly Report	November 2022
Final Implementation Plan Update	December 2022

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

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

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 \$750,459.84 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

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

TOTAL CONTRACT		
Task 1	Basic Consulting Services (monthly expense * ten year total)	\$725,975.33
Task 2	Data Gathering (for Implementation Plan)	\$81,292.10
Task 3	Schedules & Scoping (for Implementation Plan)	\$96,238.94
Task 4	Program Oversight: Quarterly Reports (quarterly expense * ten year total)	\$426,330.45
Task 5	Program Oversight: Web & Mobile Apps	\$60,373.40
Task 6	Program Development / Implementation Plan Meetings - First 6 Months	\$39,415.14
Task 7	Implementation Plan	\$51,648.95
Task 8	Project Support Services: Consultant Selection	\$15,860.56
Task 9	Project Support Services: Project Design Reviews	\$96,081.63
Task 10	Project Support Services: Construction Services	\$98,637.28
TOTAL		\$1,691,853.78

PROPOSED CONTRACT TOTALS		
	Contract K-1920-22 (2019-2022)	\$750,459.84
	Future Amendment No. 1 (2023-2025)	\$354,208.07
	Future Amendment No. 2 (2026-2030)	\$587,185.88
TOTAL		\$1,691,853.78

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

YEAR	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,954.40	\$ 65,698.20	\$ 65,698.20	\$ 60,411.35	\$ 69,885.36	\$ 329,647.51
2020	\$ 52,337.76	\$ 13,923.86	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 29,355.96	\$ 5,299.09	\$ 5,299.09	\$ 16,234.06	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 173,192.38
2021	\$ 21,342.91	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 18,660.37	\$ 5,299.09	\$ 6,760.05	\$ 19,108.78	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 127,212.85
2022	\$ 13,522.04	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,264.17	\$ 5,299.09	\$ 9,634.77	\$ 18,645.39	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 120,407.10
2023	\$ 11,662.45	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 20,556.51	\$ 5,299.09	\$ 9,171.38	\$ 18,182.01	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 120,913.09
2024	\$ 14,491.41	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,664.81	\$ 5,299.09	\$ 8,708.00	\$ 16,477.55	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 118,682.50
2025	\$ 9,895.25	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,264.17	\$ 5,299.09	\$ 7,003.54	\$ 19,108.78	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 114,612.48
2026	\$ 12,125.84	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,664.81	\$ 5,299.09	\$ 9,634.77	\$ 16,940.94	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 117,707.09
2027	\$ 10,358.64	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 20,155.87	\$ 5,299.09	\$ 7,466.93	\$ 16,234.06	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 115,556.24
2028	\$ 12,142.82	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 20,155.87	\$ 5,299.09	\$ 6,760.05	\$ 16,940.94	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 117,340.42
2029	\$ 12,849.70	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 7,466.93	\$ 18,401.90	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 114,832.37
2030	\$ 8,927.89	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 8,927.89	\$ 27,780.14	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 121,749.76
Total Fee	\$ 179,656.69	\$ 66,914.76	\$ 162,504.10	\$ 58,289.99	\$ 58,289.99	\$ 208,288.72	\$ 58,289.99	\$ 154,787.80	\$ 269,752.75	\$ 123,988.19	\$ 118,701.34	\$ 232,389.46	\$ 1,691,853.78

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2019

2019	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services								\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 26,495.45
Data Gathering (for Implementation Plan)								\$ 13,548.68	\$ 13,548.68	\$ 13,548.68	\$ 13,548.68	\$ 13,548.68	\$ 67,743.42
Schedules & Scoping (for Implementation Plan)								\$ 16,039.82	\$ 16,039.82	\$ 16,039.82	\$ 16,039.82	\$ 16,039.82	\$ 80,199.12
Program Oversight: Quarterly Reports												\$ 9,474.01	\$ 9,474.01
Program Oversight: Web & Mobile Apps								\$ 8,624.77	\$ 8,624.77	\$ 8,624.77	\$ 8,624.77	\$ 8,624.77	\$ 43,123.86
Program Development / Implementation Plan Meetings								\$ 6,569.19	\$ 6,569.19	\$ 6,569.19	\$ 6,569.19	\$ 6,569.19	\$ 32,845.95
Implementation Plan								\$ 10,329.79	\$ 10,329.79	\$ 10,329.79	\$ 10,329.79	\$ 10,329.79	\$ 51,648.95
Project Support Services: Consultant Selection								\$ 5,286.85	\$ 5,286.85	\$ 5,286.85			\$ 15,860.56
Project Support Services: Project Design Reviews								\$ 2,256.20					\$ 2,256.20
Project Support Services: Construction Services													\$ -
Total Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,954.40	\$ 65,698.20	\$ 65,698.20	\$ 60,411.35	\$ 69,885.36	\$ 329,647.51

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2020

2020	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)	\$ 13,548.68												\$ 13,548.68
Schedules & Scoping (for Implementation Plan)	\$ 16,039.82												\$ 16,039.82
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps	\$ 8,624.77	\$ 8,624.77											\$ 17,249.54
Program Development / Implementation Plan Meetings	\$ 6,569.19												\$ 6,569.19
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 2,256.20					\$ 14,582.86							\$ 16,839.06
Project Support Services: Construction Services									\$ 1,460.96				\$ 1,460.96
Total Fee	\$ 52,337.76	\$ 13,923.86	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 29,355.96	\$ 5,299.09	\$ 5,299.09	\$ 16,234.06	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 173,192.38

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2021

2021	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 14,582.86					\$ 3,887.27							\$ 18,470.13
Project Support Services: Construction Services	\$ 1,460.96							\$ 1,460.96	\$ 4,335.68				\$ 7,257.60
Total Fee	\$ 21,342.91	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 18,660.37	\$ 5,299.09	\$ 6,760.05	\$ 19,108.78	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 127,212.85

Attachment C
Compensation
Contract No. K-1920-22
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City of Norman

2022

2022	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 3,887.27					\$ 2,491.07							\$ 6,378.33
Project Support Services: Construction Services	\$ 4,335.68							\$ 4,335.68	\$ 3,872.29				\$ 12,543.65
Total Fee	\$ 13,522.04	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,264.17	\$ 5,299.09	\$ 9,634.77	\$ 18,645.39	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 120,407.10

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2023

2023	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 2,491.07					\$ 5,783.41							\$ 8,274.48
Project Support Services: Construction Services	\$ 3,872.29							\$ 3,872.29	\$ 3,408.91				\$ 11,153.49
Total Fee	\$ 11,662.45	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 20,556.51	\$ 5,299.09	\$ 9,171.38	\$ 18,182.01	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 120,913.09

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2024

2024	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 5,783.41					\$ 2,891.71							\$ 8,675.12
Project Support Services: Construction Services	\$ 3,408.91							\$ 3,408.91	\$ 1,704.45				\$ 8,522.27
Total Fee	\$ 14,491.41	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,664.81	\$ 5,299.09	\$ 8,708.00	\$ 16,477.55	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 118,682.50

Attachment C
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Contract No. K-1920-22
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City of Norman

2025

2025	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 2,891.71					\$ 2,491.07							\$ 5,382.77
Project Support Services: Construction Services	\$ 1,704.45							\$ 1,704.45	\$ 4,335.68				\$ 7,744.59
Total Fee	\$ 9,895.25	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,264.17	\$ 5,299.09	\$ 7,003.54	\$ 19,108.78	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 114,612.48

Attachment C
Compensation
Contract No. K-1920-22
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City of Norman

2026

2026	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	2491.065					\$ 2,891.71							\$ 5,382.77
Project Support Services: Construction Services	\$ 4,335.68							\$ 4,335.68	\$ 2,167.84				\$ 10,839.20
Total Fee	\$ 12,125.84	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 17,664.81	\$ 5,299.09	\$ 9,634.77	\$ 16,940.94	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 117,707.09

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2027

2027	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 2,891.71					\$ 5,382.77							\$ 8,274.48
Project Support Services: Construction Services	\$ 2,167.84							\$ 2,167.84	\$ 1,460.96				\$ 5,796.64
Total Fee	\$ 10,358.64	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 20,155.87	\$ 5,299.09	\$ 7,466.93	\$ 16,234.06	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 115,556.24

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2028

2028	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 5,382.77					\$ 5,382.77							\$ 10,765.54
Project Support Services: Construction Services	\$ 1,460.96							\$ 1,460.96	\$ 2,167.84				\$ 5,089.76
Total Fee	\$ 12,142.82	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 20,155.87	\$ 5,299.09	\$ 6,760.05	\$ 16,940.94	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 117,340.42

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2029

2029	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews	\$ 5,382.77												\$ 5,382.77
Project Support Services: Construction Services	\$ 2,167.84							\$ 2,167.84	\$ 3,628.80				\$ 7,964.48
Total Fee	\$ 12,849.70	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 7,466.93	\$ 18,401.90	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 114,832.37

Attachment C
Compensation
Contract No. K-1920-22
2019 Transportation Bond Package- Program Management
City of Norman

2030

2030	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Basic Consulting Services	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 5,299.09	\$ 63,589.08
Data Gathering (for Implementation Plan)													\$ -
Schedules & Scoping (for Implementation Plan)													\$ -
Program Oversight: Quarterly Reports			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01			\$ 9,474.01	\$ 37,896.04
Program Oversight: Web & Mobile Apps													\$ -
Program Development / Implementation Plan Meetings													\$ -
Implementation Plan													\$ -
Project Support Services: Consultant Selection													\$ -
Project Support Services: Project Design Reviews													\$ -
Project Support Services: Construction Services	\$ 3,628.80							\$ 3,628.80	\$ 13,007.04				\$ 20,264.64
Total Fee	\$ 8,927.89	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 5,299.09	\$ 8,927.89	\$ 27,780.14	\$ 5,299.09	\$ 5,299.09	\$ 14,773.10	\$ 121,749.76

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

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

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish legal assistance as required in the preparation, review, and approval of updates to the standard Agreement for Professional Services.
6. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities.
7. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.