

## CONTRACT FOR ENGINEERING SERVICES

This Contract for engineering services for Roadway Improvements ("Contract") is entered into this 25TH day of FEBRUARY, 2025, by and between The City of Oklahoma City, a municipal corporation ("City"), and Olsson, Inc. ("Engineer").

### WITNESSETH:

**PROJECT NO. TC-0515, PHASE I  
ROADWAY IMPROVEMENTS  
FIXED LIMIT OF CONSTRUCTION - \$6,700,000**

**WHEREAS**, the City intends to engage the services of the Engineer to provide for design and all other engineering services related to a diverging diamond interchange including sidewalk installation on Western Avenue from EB to WB Memorial Road, resurfacing Western Avenue from NW 122nd Street to NW 150th Street and Western Avenue from NW 122nd Street to westbound Memorial Road, ADA intersections improvements, Wavetronics installation, upgrading all storm inlets to the latest bike friendly design on North Western Avenue from NW 122nd Street to NW 150th Street and NW 122nd Street from North Western Avenue to North Santa Fe Avenue ("project"); and

**WHEREAS**, the Engineer will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

**WHEREAS**, the Architect has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects and engineers adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, November 18, 1986, and August 29, 2023, which resolution, with its amendments, is made a part of this Contract by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- |    |                          |   |
|----|--------------------------|---|
| A. | <i>Bidding Documents</i> | Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications. |
| B. | <i>City Engineer</i>     | The officer of the City of Oklahoma City or designee, e.g. "Project Manager", in charge of engineering,   |

construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.

C. *Fixed Limit of Construction* Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.

2. **Engineering Services**. The Engineer is hereby engaged and employed by the City to perform in accordance with good engineering practices and in the best interest of the City in accordance with the professional standard of care all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract. The Engineer will provide services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services. In addition, the Engineer will provide:

A. **Preliminary Report Services - Task 1**

- (1) Prepare and make all necessary preliminary surveys, investigations, studies, reports and preliminary general plans and specifications. The preliminary investigation shall include a topographical survey of the site, layout of any existing, proposed, and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies, as appropriate, any and/or all of which might affect the construction of the project. The City Engineer will approve the preliminary general plans and specifications. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: [www.okc.gov/pw](http://www.okc.gov/pw) (OKC Autocad Standards link).
- (2) Prepare a utility and right-of-way plan showing recommended alignment for relocation of utilities and recommended right-of-way needs. The plan shall include existing and proposed easements. The plan shall show ownership of all properties affected by the project. The Engineer shall acquire the limited ownership list. The Engineer shall complete and submit the limited ownership list within thirty (30) calendar days of the date of a written work order.
- (3) Prepare a construction cost estimate for said improvements, extensions and repairs, and an estimate of all engineering fees, testing costs, right-of-way costs, and inspection fees in connection therewith.

- (4) Hold all necessary conferences with the City and all other interested parties (inclusive is the requirement for the Engineer to ensure all utility and right-of-way/easement requirements are well established prior to Preliminary Report submittal). This includes the conduct of a Utility Conference by the Engineer at a location determined by the City.
- (5) Prepare the report for submittal to the City covering the Engineer's preliminary surveys, studies, investigations and other items as specified in the paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the City the order of construction and completion of each phase of construction.
- (6) Furnish the City three (3) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the City. The cost of any additional copies of Preliminary Reports as the City may require will be reimbursed at the actual cost thereof.
- (7) Geotechnical Investigation:
  - a. The Engineer will recommend to the City the name of a geotechnical investigation/services firm from the City's listing of annual on-call engineering and testing laboratory contract firms.
  - b. The Engineer will identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.
  - c. The City will approve the selected laboratory and the Engineer will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (8) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired on forms provided by the City. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the City when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the City, the Engineer will provide a proposal for staking of right-of-way for right-of-way acquisition purposes. Said right-of-way staking (when authorized by the

City) will be billed to the City at the actual cost thereof in accordance with Paragraph 5. Payments.

- (9) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.
- (10) The Preliminary Report shall be recommended by the City Engineer for formal receipt by the City.

**B. Final Plan Services - Task 2**

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) After approval of the Preliminary Report in whole or in part by the City, the Engineer shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Engineer shall complete said plans and specifications for submission to the City for its approval.
- (3) Prepare and furnish the City all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of the City, employing wherever applicable, standard City forms, in completed form.
  - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.
  - b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
  - c. The Engineer shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions, which might affect the construction of the project.
- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) The 60% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 60% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations. This report shall incorporate any, and all, comments in

reference to the storm sewer design that were included in the review of the Preliminary Report submittal.

Furnish the City up to two (2) copies of the project 60% plans for review along with a detailed Fixed Limit of Construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay the Engineer's contract-allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.

- (6) The 95% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 95% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 60% plan submittal.

Upon completion of 95% final plans, the Engineer will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Engineer shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the Engineer will then submit a final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager.

- (7) The Final Plan submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the Final plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 95% plan submittal.

Prepare and furnish the City an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the City, employing standard City forms, in completed form.

Furnish the City one (1) PDF of the final plans and specifications, all free of cost to the City. The cost of any additional copies of plans and specifications as the City may require will be reimbursed at the actual cost thereof.

- (8) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (9) Prior to the submission of Bidding Documents to the City for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (10) Prepare all necessary plans, studies and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City.
- (11) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The Engineer shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum.

#### C. Bidding Services - Task 3

- (1) Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the City Engineer. In this connection, the Engineer shall hold at least one (1) Pre-Bid Conference with prospective Bidders at a location determined by the City.
- (2) Answer all City and Bidder's questions regarding the bidding of the project and, upon approval by the City Engineer, prepare an electronic copy of all addendums for distribution.
- (3) The City will receive the Bids through the Electronic Bidding System and the Engineer will receive a copy of the Bids from the City. The Engineer will review and evaluate the Bids and will make recommendations to the City for an award. The Engineer shall assist, review and make recommendations to the City on all construction contract issues.
- (4) If Bids are received, all of which exceed the Fixed Limit of Construction, the Engineer shall revise its plans as directed by the City, pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

#### D. Construction Administration Services - Task 4

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the City and all other interested parties. The City will issue all work orders for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project, the Engineer will also provide bridge centerline horizontal and vertical control points). Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Construction Contractor. The Engineer will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.
- (7) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.

- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Engineer will keep the City informed of progress of the work, and will endeavor to guard the City against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
- (10) Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the City Engineer rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the City Engineer.
- (14) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's

review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the City's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (18) The Engineer shall maintain a record ("log") of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

E. As-Built Drawing Services - Task 5

- (1) Upon termination or completion of this Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from as-built field surveys, reflecting the actual construction of the project and shall furnish the City, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
  - (2) Upon termination or completion of this Contract, the Engineer shall also furnish the City, without cost to the City, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Engineer shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
  - (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
  - (4) For all building/facility projects, the Engineer shall provide to the City an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.
3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
4. **Additional Services.** Additional Services are project-related services as enumerated in Exhibit "E," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the City Engineer, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Engineer. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.
5. **Compensation.** The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$801,667, which includes: for Basic Services an amount not to exceed \$797,167 as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$4,500, as specifically set forth in Exhibit E attached hereto and incorporated herein.
6. **Payments.**
  - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of

quality as established under this Contract. Invoices will include the percentage of completion for each task and payment will be made based on the percentage of the task fee completed. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by a status report identifying the task components, effort accomplished during the time period, and the percentage of completion thereof, to the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Surveyors or other professional consultants engaged by the Engineer for the normal structural, electrical or mechanical engineering services shall be billed to the City by the Engineer at the actual cost thereof.

- B. The Engineer shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Engineer will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B, except as may be modified by written agreement between the City and the Engineer.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

7. **Indemnity.** The Engineer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer must indemnify the City and participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

8. **Insurance.** Prior to approval of this contract, the Engineer shall obtain insurance coverage as provided below. The Engineer must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff. The Engineer will provide the Certificate(s) of Insurance to the City and its participating trusts with the executed contract (contract will not be processed for approval

without the contract-required verification of insurance indicated on the Certificate(s) of Insurance). Certificate(s) of Insurance must be insurance industry standard forms, such as ACORD.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Engineer shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Engineer's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Engineer. The Engineer alone shall be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Engineer should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims-made” form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Engineer shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Engineer shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Engineer. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Engineer shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership,

maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Engineer authorizes the City and its participating trusts to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Engineer shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating

trusts may at their option suspend this Contract until there is full compliance with this paragraph, or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the aggregate limit required to this contract, the Engineer shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this contract, the Engineer hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

The Engineer must carry and maintain the contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the City and its participating trusts. In the event that a contract-required insurance coverage (policy) is canceled by the Engineer's insurance company and through no fault of the Engineer, the Engineer must immediately provide written notice to the City and its participating trusts and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in the remarks section of the form or elsewhere) the project number and project description. An authorized representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Engineer shall maintain in full force in effect the required professional liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract.

- G. The Engineer and its insurer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer and its insurer must indemnify the City and participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

9. **Termination for Convenience.** The City may terminate this Contract (with or without cause), in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Engineer, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Engineer shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), deliver to the City all work performed, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Engineer for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City

Department of Public Works

420 West Main Street, Seventh Floor

Oklahoma City, Oklahoma 73102

Attn: Debbie Miller, P.E., Director

Public Works/City Engineer

Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Engineer:

Olsson, Inc.

11600 Broadway Extension, Suite 300

Oklahoma City, OK 73114

Attn: Russell Beaty  
Phone Number: (405) 242-6600

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. **Stop Work.** Upon notice to the Engineer, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph “Indemnity” and/or “Insurance” of this Contract.
12. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Engineer shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract. All work product provided by the Engineer must comply with and provide for compliance with all Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto in the use of the work product of the Engineer. All work product provided by the Engineer must specifically direct and must provide sufficient information and contacts for the Construction Contractor to timely comply with all Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, in the use of the work product of the Engineer and timely performance by the Construction Contractor.
13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Engineer or the contractor(s) on the project, the Engineer shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall permit periodic audits by the City and City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.
14. **Reporting to the City.** The Engineer shall report to the City on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion.** The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract. The Engineer further warrants that it has not paid or agreed to

pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Engineer must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.

16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Engineer's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential Bidder to do any project-related work for the Bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the City of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the Bid in question and/or cancellation of the Engineer's contract.
17. **Work Orders.** The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Preliminary Report Services - Task 1 within one hundred twenty (120) calendar days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services - Task 2 within one hundred eighty (180) calendar days of date of written work order from the City Engineer. For either Preliminary Reports/Plans or Final Plans and Specifications, the City will endeavor to review and return comments and/or corrections (if any) to the Engineer within thirty (30) calendar days from date of receipt of the documents from the Engineer. Subsequently, the Engineer shall return the corrected documents along with check print copies (if applicable) within thirty (30) calendar days from date of the City's transmittal letter directing corrections. If the Engineer cannot perform the work and/or services within the time provided, and upon the submission by the Engineer of a request in writing to the City, indicating the length of extension required to perform a task, the City Engineer may in his sole discretion grant a reasonable extension of time. The request from the Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete this work in the time specified in the work order for reasons beyond its control. The Engineer is prohibited from claiming damages for delays and extensions of time.
18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Engineer. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Engineer. The parties may use any

portions of said documents at their own risk and responsibility. During preparation of design documents, the Engineer shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Engineer.

19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects ("AIA") or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
20. **Standard of Care.** In providing the work and services herein, the Engineer shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Engineer agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of expert care, skill, diligence and professional competence required of the Engineer.
21. **Fixed Limit of Construction.** If the lowest and best Bid proposed in response to the solicitation of Bids for construction of the project, in accordance with the Bidding Documents provided by the Engineer, exceeds the Fixed Limit of Construction or funds available for this project, the Engineer, at no increase or additional cost to the City, shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Fixed Limit of Construction.
22. **Design Corrections.** The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the City. The Engineer further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City upon its review or inspection, nor is the Engineer relieved from liability for the City's lack of review or inspection of said documents.
23. **Backup Required.** In accordance with good engineering practices, the Engineer must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as "data") in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively "loss"), the Engineer must timely recreate all data within the original time frame of the engineering contract at its sole cost. No extensions or additional time will be granted the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.

24. **Notice of Design Limitations.** The Engineer will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
25. **Sub-consultants.** The Engineer agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform work and/or services and the scope of work and/or services to be performed related to this Contract. Such approval of subcontractors and sub-consultants and scope of work and/or services to be performed will not be unreasonably withheld. The Engineer must notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors and changes in the subcontractor or sub-consultant's scope of work and services related to this Contract. Approval of subcontractors or sub-consultants or their work and services will not relieve or release the Engineer from responsibility or liability to perform all work and services under this Contract and will not create any responsibility, liability or duty upon the City as to the selection of or work and services provided by the subcontract or sub-consultant under this Contract.
26. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Engineer agrees as follows:
- A. The Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Engineer shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer shall agree to post, in conspicuous places, Exhibit D.
  - B. In the event of the Engineer's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The City may declare the Engineer ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.
  - C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Engineer shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
27. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Engineer to provide professional and personal services to the City, the parties agree that the Engineer may not assign its obligations, rights or interest in

this Contract except the assignment of subcontractors and sub-consultants as set forth in paragraph "Termination for Default" subparagraph B.

28. **Oklahoma City Municipal Facilities Authority (OCMFA) Unilateral Right to Assign.** Not Applicable.
29. **Termination for Default.** The City may terminate or cancel this Contract for cause, in whole or in part, for failure of the Engineer to fulfill in accordance with good engineering practices and in the best interests of the City or to promptly fulfill its obligations under this Contract.
- A. After due default notice and thirty (30) days within which to correct the default, this Contract may be terminated by the non-defaulting party upon written notice. Upon termination for cause by the City, the City shall pay the Engineer for all work and services completed in accordance with good engineering practices and in the best interests of the City and useable by the City for the project(s) in the Notice to Proceed, up to the time of the effective date of termination.
- B. If this Contract is terminated by reason of a default of the Engineer prior to the completion of this project, regardless of the reason for said termination, the Engineer shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Engineer and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Engineer from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Engineer and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Engineer shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Engineer's subcontractors and sub-consultants.
- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
30. **Time Is of the Essence.** Both the City and the Engineer expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
31. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer for damages because of

hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Engineer agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

32. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
33. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Engineer concerning the Contract. Neither the City nor the Engineer has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth herein.
34. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Engineer. In the event the Engineer's Basic Services are increased or changed so as to materially increase the need for engineering services in excess of the not to exceed total compensation, the Engineer may seek to amend this Contract.
35. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
36. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
37. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
38. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
39. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
40. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
41. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the City.

42. **Local Business Utilization Report.** On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on City projects.

The Engineer agrees to submit a Small and Disadvantaged Local Business Utilization ("LBU") Report to the City within fourteen (14) days of the issuance of the Notice to Proceed, to include the following information:

- A. A list identifying each of its subconsultants or subcontractors;
- B. The location of the principal place of business of each subconsultant or subcontractor;
- C. The status of each of its subconsultants and subcontractors, and which class of disadvantaged business; local, small, disadvantaged, minority, etc.
- D. The general scope of work to be performed by each subconsultant or subcontractor; and
- E. The dollar amount of each subcontract.
- F. The tools and/or organizations used to locate and contact these businesses.

The Engineer further agrees to submit to the City a monthly report identifying the scope of work and amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the City.

43. **Crime Prevention through Environmental Design** The Crime Prevention through Environmental Design (CPTED) concept suggests that natural surveillance, natural access control, and territoriality can be effectively applied to a project and its surrounding environment to provide safety for users. A CPTED design can also promote community confidence and improve natural surveillance methods to reduce/prevent common crime and vandalism.

The Engineer should implement the concepts of CPTED, where appropriate, to reduce the real and perceived areas of potential problems during the project design.

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**EXHIBIT A  
SCOPE OF WORK  
PROJECT NO. TC-0515, PHASE I  
ROADWAY IMPROVEMENTS**

This is an expansion on the general requirements presented in the contract. Tasks shown with the term “TBD” or “NIC” behind the title, references engineering design work that is to be determined or not in contract respectively. This work will be identified during the course of this contract and can be provided to the City by the Engineer with a supplemental contract and separate scope and fee.

The scope includes roadway, traffic, and bridge design services to design roadway, bridge, drainage, traffic signals, retaining walls, lighting, landscaping treatments and ADA upgrades along NW 122nd Street from Western Avenue to Santa Fe Avenue, and Western Avenue from NW 122nd Street to approximately 770’ north of the intersection of Pawnee Drive and N Western Avenue, as well as a new diverging diamond interchange configuration at Western Avenue and the John Kilpatrick Turnpike service roads (Memorial Road).

**Task 1 Survey and Preliminary Report Services (120 days)**

The scope includes Topographic Survey of NW 122nd Street from Western Avenue to Santa Fe Avenue, Western Avenue from NW 122nd Street to approximately 770’ north of the intersection of Pawnee Drive and N Western Avenue and the Memorial Road/John Kilpatrick Service Road extents needed for the diverging diamond interchange, a review of the existing Preliminary Report of the Western Avenue from Pawnee Drive to Memorial Road, and the NEPA Checklist for Local Governments.

**Environmental Services**

The Engineer has been requested to complete an NEPA Checklist to document the existing potential environmental resources that may be impacted by the proposed reconstruction of Western Avenue between Pawnee Drive and Memorial, in Oklahoma City, Oklahoma (Project). The proposed improvements consist of approximately three miles of pavement rehabilitation with drainage improvements and extending a triple cell Reinforced Concrete Box (RCB) on NW 122<sup>nd</sup> for a pedestrian bridge. The Study Area consists of approximately 61 acres located in Sections 8, 9, 16 and 17 of Township 13N, Range 3W, Oklahoma County, Oklahoma.

**Waters and Wetlands**

The Engineer’s qualified professional wetlands scientist, with experience conducting wetland delineations under methodology outlined in the USACE Wetland Delineation Manual (1987; the Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0; 2010; Regional Supplement), will complete a preliminary review of wetlands and other water resources within the Study Area. The preliminary review will be conducted by obtaining geographic information systems (GIS) shapefiles and other digital resources that would allow potential identification of areas of waters of the United States (WOTUS). These sources include, but may not be limited to:

- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI)

- U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Web Soil Survey
- U.S. Geological Survey (USGS) National Hydrography Dataset (NHD)
- Google Earth®: Historical Aerial Photographs (or equivalent)
- Environmental Protection Agency (EPA) Waters GeoViewer Mapper
- Federal Emergency Management Agency (FEMA) flood hazard areas
- Topo Maps – USGS topographic quadrangle maps obtained from ESRI ArcGIS WebMap Server and other local sources for digital elevation models and digital ortho imagery (NAIP)

The Engineer will also determine if the study area crosses Traditionally Navigable Waters, and if there are any designated impaired waters and/or sensitive waters within the study area.

Assumptions:

- This scope does not include a field delineation using current USACE guidelines to verify the features identified during the preliminary review, as well as any additional wetlands or waterways.
- This scope does not include preparation of 404 permit package (ex. Preconstruction Notification) or Individual Permit for the USACE under section 404 of the Clean Water Act.
- This scope does not include FEMA coordination or map revisions.

#### Cultural Resources Review

Archeological sites and unmarked human burial sites are protected by the Oklahoma Antiquities Law and the Burial Desecration Law. The Engineer's cultural resources subconsultant ERG, who meets the Secretary of Interior Standards for archeology and architectural history as defined in 36 CFR 61, will review the project to determine if there is an effect on any properties eligible for or listed on the Nation Register of Historic Places.

ERG will complete a cultural resource background review that identifies NRHP-eligible and -listed resources. Desktop-level data sources will be used to identify potential archaeological sites, cemeteries, and other historic properties within or immediately adjacent to the Project. These sources will include:

- soils and geology maps,
- the Oklahoma State Historic Preservation Office (SHPO) Interactive Map of National Register of Historic Places (NRHP) site map showing NRHP-listed and eligible properties,
- maps and surveys on file at the Oklahoma Archaeological Survey (OAS) depicting recorded archaeological and cultural resources and surveys, modern and archival aerial photographs and maps,
- the Oklahoma Department of Transportation (ODOT) Master Roadway Database, and
- the ODOT-Cultural Resources Program (ODOT-CRP) Historic Route 66 Map, among
- other resources and databases searchable through the Oklahoma Historical Society (OHS) website.

A formal coordination letter will be prepared outlining the proposed project, summarizing available background information, and providing recommendations for project related regulatory compliance. A summary of previously recorded archaeological sites and surveys identified within 1 mile would be retrieved through an Oklahoma Archeological Survey Information System-Area of Interest (OASIS-AOI) search. Preliminary research indicates no NRHP-listed sites nor cemeteries are within

the Study Area. A review of current and archival aeriels confirms that there are buildings aged 45 years or more located within the vicinity of the proposed project location. Based upon this review, built environment resources are anticipated.

#### Assumptions

The scope and its associated budget have been developed with the following assumptions:

- All proposed work is subject to subject to Section 106.
- The proposed project location, extent, and composition generally matches the description above and supporting materials that the Engineer provided by email on April 25, 2024.
- Recommendations for project related regulatory compliance will follow ODOT-CRP and the Oklahoma SHPO's published minimum standards for survey (National Register Bulletin 24).
- ERG assumes up to one round of review/revisions for the background review document.
- Field investigations and additional coordination are not detailed here are not included in this scope and fee.

#### Biological Resources

The Engineer's scientists, trained in species and habitat assessments, will conduct a review of the Project's potential impacts on federally listed threatened and endangered (T&E) species, bald eagles and migratory birds of conservation concern. The Engineer will review the USFWS Information for Planning and Consultation (IPaC) list of T&E species and designated critical habitat to determine the potential presence of listed species, bald eagles, and migratory birds of conservation concern within the Project vicinity. The Engineer will complete an Oklahoma Natural Heritage Inventory (ONHI) Database request for the Project to supplement IPaC information and inform the field-based habitat assessment.

#### Assumptions:

- This scope does not include a field habitat assessment within the Study Area for T&E species and designated critical habitat, bald eagles or migratory birds.
- This scope does not include species specific presence/absence surveys for T&E species such as acoustic or mist netting surveys for bats, site specific surveys for listed birds, or aquatic surveys for listed mussels or fish.

#### Hazardous Materials

To manage environmental risk and liability associated with industrial or hazardous wastes, and to protect public health and workers' health and safety, The Engineer scientists will conduct a data reconnaissance which will include:

- Identification of known or potential hazardous waste sites located in the proximity of the study area (using ASTM E1527-21 guidelines): This consists of a database search of both the federal and state environmental records.
- Identification of 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 study area: This consists of a Oklahoma Corporation Commission file review for any past or present Oil and Gas activity – including salt water disposal, and any information regarding the location of drilled wells, records of completion and plugging, field inspection reports, reported leaks, spills or violations of any kind.
- Identification of any current and abandoned coal mines within the study area.

#### Property Identification

The Engineer will identify the following properties and the general location of their boundaries within the study area:

- Property Ownership
- Indian & Tribal Ownership
- Federal Properties and Easements
- Wetland Restoration Program (WRP) Sites
- Public parks and recreational, specifically any parks or recreational areas which have used Land and Water Conservation (LWCF).
- Wildlife and waterfowl refuges
- Cemeteries
- Active or abandoned Rail Roads.
- Oklahoma Turnpike Authority (OTA) Properties.
- Airports within 4 miles of the study area

#### Regulatory Provisions Report Document

The Engineer will prepare the NEPA checklist.

#### Project Administration

The Engineer has incorporated a fee for the project setup, invoicing, and administration activities into the various tasks described herein.

**Preliminary Report/Traffic Analysis** - The existing Preliminary Report will be reviewed in depth. The Engineer will utilize available Streetlight Data to review and develop current peak hour traffic volumes for the following intersections:

- WB Memorial Road and Western Ave (north node)
- WB JKT Frontage Road and Western Ave (middle node)
- EB Memorial Road and Western Ave (south node)
- Pawnee Drive and Western Ave
- NW 122nd Street and Western Ave
- NW 122nd Street and Santa Fe Avenue

A baseline letting year of 2026 will be utilized with design horizon year of 2046 for traffic operations analysis for unimproved conditions and improved conditions for Alternatives 1, 2, and 3. Alternative 1 shall consist of the modified DDI with thru lane allowed through the south node. Lane configurations for all approaches will be carefully considered during the analysis process and modified as needed to ensure that traffic operational criteria can be met. Alternative 2 shall consist of a DDI interchange with no through movement allowed eastbound at the south node and additional improvements anticipated at Pawnee Drive and along Western Ave south of the south DDI node to meet diverted eastbound thru demand. This may include a heavy U-turn movement with traffic signal operations, or similar intersection configuration. Alternative 3 shall provide a different alternative configuration similar to Alternative 2, but with a roundabout at Pawnee Drive. The number of lanes along Western Ave and potentially additional turn lanes for NB Western Ave at the south DDI node will be considered. Site ingress/egress to the nearby Costco will be carefully considered during Alternatives Analysis, including coordination with Costco owners/representatives.

Base traffic for unimproved conditions and the O-D data available from the previous traffic report prepared at this interchange will be utilized to establish lane utilization characteristics in the traffic model. The base traffic volumes will be redistributed appropriately for consideration of the three alternatives based on the O-D data for all vehicles entering and exiting the overall study area. Traffic volumes will be projected to the future design horizon (2046) with input and confirmation from City regarding assumed growth rates for this area. All eight total scenarios will be analyzed for AM and PM peak hour volumes across the four alternatives and two analysis horizon years.

NW 122nd Street & Western Ave and NW 122nd Street & Santa Fe Ave will be analyzed for base (unimproved) conditions and for improved conditions (with lane configurations improvements at all four intersection legs) with 2026 and 2046 traffic. Both of these intersections will be analyzed as “separate” / isolated intersections from any adjacent intersections.

Lane configurations and intersection traffic control characteristics will be summarized graphically for each alternative. Current existing traffic, 2026 peak hour traffic, and 2046 peak hour traffic will be presented graphically for each alternative. Traffic operational analysis will be performed with Synchro (for LOS and average control delays) and SimTraffic (for queue extents and travel time expectations for key movements). Traffic operational analysis for each alternative and analysis horizon will be summarized graphically in the report.

The traffic study will consider access management/control for the study area, intersection lane configuration tradeoffs versus what is needed to contain expected queues within the provided storage lengths. The traffic study will provide clear and concise discussion regarding potential tradeoffs between improvement alternatives, potential bottlenecks/concerns, safety considerations, pedestrian and bicycle travel considerations, signal phasing and timing summaries, and recommendations based on the analysis provided within the report. The City’s preferred approach LOS for this project is LOS D wherever possible. Individual lane movement groups will also be targeted at LOS D where achievable.

### *Conceptual Design*

The Engineer will provide conceptual design exhibits for three (3) different alternatives: A modified DDI with a thru movement (Alternative 1), DDI with a turn-around movement along N Western Avenue (Alternative 2), and a DDI with a roundabout at Pawnee Drive and N Western Avenue (Alternative 3). The conceptual design will consider bike/pedestrian facility impacts and needs, construction cost impacts and summary, impacts to present R/W, and impacts to existing utilities.

### *Public Engagement Services*

A PowerPoint will be provided with the three discussed alternatives to be presented to the public. Deliverables include:

- Survey Data Sheet(s) of the survey area with topographic and boundary information.
- NEPA Checklist for Local Government
- SimTraffic 3D will be utilized to provide some 3D visualizations of traffic with surrounding site elements illustrated for use during the public engagement process.

## **Task 2 Final Plans (180 days)** **Roadway / Bridge/ Traffic Design**

The scope includes roadway and traffic design plans including roadway, drainage, traffic signals, retaining walls, landscaping, and ADA upgrades along Western Ave from Pawnee Drive north to W. Memorial Road. Additionally, the scope includes the pavement rehabilitation and improvements of NW 122nd Street from Western Avenue to Santa Fe Avenue and Western Avenue from NW 122nd Street to NW 150th Street.

The scope for pavement rehabilitation and improvements along NW 122nd Street and Western Avenue specifically include replacing the existing inlet grates with bike friendly grates, add or improve the sidewalk with ADA complaint ramps along one side of the roadway, and mill and overlay the existing pavement extents and widths with the exception of the area between Pawnee Drive and W Memorial Road north of the Turnpike.

The scope for the Diverging Diamond Interchange includes cross over intersections at Western Avenue and EB Memorial Road and WB Turnpike Service Road for the Western Road movements. The EB Memorial Road movement will also be designed into the southern DDI intersection. Western Avenue will be widened to 3 lanes in each direction between the intersections with free flow left and right turn lanes at each intersection. North of the cross over DDI intersections, the intersection of Western Avenue and Memorial Road will be widened to include right turn lanes and dual left turn lanes where traffic warrants.

Landscaping - In the area of the DDI, the existing landscaping will need to be replaced if impacted by the new construction. The scope of work includes replacing trees and sod that is impacted by the project.

Drainage - In addition to the replacement of the existing grates with bicycle grates, the existing drainage in the area impacted by the DDI configuration will be modified and improved. The existing RCB north of the turnpike will be extended or modified as required.

Retaining Walls – Retaining walls will be included to modify the existing bridge slope walls to allow for the additional lane in the northbound and southbound directions under the JKT bridge. Cast-in-place walls are anticipated.

Signing and Striping – Signing and striping will be completed for the new interchange per the MUTCD (current edition) and the current City of Oklahoma City Standards and Specifications. Overhead sign structures are anticipated to be required to provide timely navigational guidance to drivers as they travel through the complex and novel geometry to help avoid wrong-way entries and delays due to driver confusion.

Lighting Analysis and Design (excluded from scope) – No lighting along Western Avenue in this area and underneath the JKT bridge is anticipated to be necessary. No lighting photometric analysis or design is included as part of these services as it is assumed to be provided by OG&E. If lighting analysis or design is found to be required, then an amendment to this contract will be necessary.

Signal Plans - New mast arm signals will be designed for both ramp terminals with a new signal controller(s) and Wavetronics radar detection system for stop line and advanced detection on the Memorial and Western Avenue approaches. Flashing yellow arrow (FYA) heads will be utilized

where appropriate. Pedestrian signals and pushbuttons will be included for the pedestrian crossing movements. Wireless radios will be included to interconnect between the adjacent signals.

Signal Phasing and Timing – Signal timings and phasing will be developed for the new DDI signals as well as Memorial Road to the north and Pawnee Drive to the south.

Travel time runs will be provided for typical weekdays through daylight hours to determine priority movement directions and critical turning movements by time of day. The existing traffic analysis model will be calibrated based on the travel time data runs. Projected design travel time for all movement combinations will be analyzed and summarized to ensure the proposed project and timings improve all (or at least most) movement combinations.

Signal coordination plans will be developed utilizing the Synchro software. Typical minimum and maximum settings provided by the city is to be used. Up to four timing plans will be developed for the corridor: morning, midday, afternoon, and off-peak. If a weekend plan(s) is desired additional traffic counts will need to be collected. The cycle lengths will be determined by evaluating the benefits of various cycle lengths through an iterative process. This methodology takes into account the impact of each cycle length on the system's total stops, delays, un-served vehicles, average speeds, and estimated queuing. When evaluating appropriate cycle lengths, care must be made to ensure mainline green bands to be adequate for existing traffic volumes in field conditions. Several cycle length options will be chosen for each scenario and studied in greater detail. This analysis procedure must be included in the memo. If methods are used other than thru the Synchro software, representative iteration must be included in the memo. Specifically, time– space diagrams are prepared for each chosen cycle length wherein the ability to provide adequate progression through the respective corridors would be considered.

Vehicular and pedestrian clearance interval analysis may be required. Yellow and Red and/or Pedestrian Walk and Flashing Don't Walk intervals may be evaluated for accuracy and sufficiency using the ITE and FHWA recommended practice, MUTCD, or local policy. Distances and speeds are to be field verified where appropriate.

Pedestrian timings are to be evaluated for locations with pedestrian crossings based on ITE, FHWA, ODOT and current MUTCD requirements. In locations where side street timings cannot accommodate the amount of pedestrian timing needed, evaluations must be made as to whether to allow the signal to be "kicked out of step", if the number of pedestrians is small enough, or to increase side street timing.

The Engineer will prepare a memo for OKC's review that summarizes the traffic count data, explains the analysis procedure, and presents the proposed signal coordination plans along with a recommended time of day schedule.

Signal implementation and travel time runs are not included in the scope and fee but can be added for additional fee.

Construction Sequencing and Traffic Control – Phasing and traffic control plans will be developed to convey traffic during construction. An initial sequencing plan will be developed and approved by the

city prior to designing full traffic control plans. One vehicular detour plan and a pedestrian detour plan will be included.

Western Avenue and Memorial Road will not be closed to through traffic, and at least one lane in each direction will be provided at all times through construction.

Roadway and Traffic Design will comply with AASHTO's A Policy on the Geometric Design of Highways and Streets, The Manual on Uniform Traffic Control Devices (current edition), and the current City of Oklahoma City Standards and Specifications.

Deliverables include but are not limited to the following plan sheets:

- Title Sheet
- Typical Sections
- Summary of Pay Quantities and General Notes
- Summary Sheets
- Erosion Control & Stormwater Pollution Prevention Plan
- Landscaping Plan
- Survey Data Sheets (Provided by Others)
- Right of Way Plan
- Utility Relocation Plan
- Drainage Map
- Geometric Data
- Plan & Profile Sheets
- Miscellaneous Details and Grading Sheets
- Retaining Wall Sheets
- Signing & Striping Plans
- Signal Modification Plans (including wiring, phasing, and timing)
- Construction Traffic Control Plans
- Cross Sections

### **Task 3 Bidding Services**

Bidding services will consist of a Pre-Bid Conference with ODOT and prospective Bidders. In addition, it will include issuing any RFIs or addenda to answer questions about the project and review of bids and recommendations to ODOT on contract issues.

### **Task 4 Construction Administration**

Construction assistance includes required field meetings, RFIs, shop drawing review and periodic oversight of construction. Full time construction inspection or observation is not included.

### **Task 5 As-Built Plans**

Upon completion of this Contract the original drawings reflecting the actual construction of the project will be furnished to the City. Electronic files will also be provided, compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings will be highlighted in RED color.

### **Tasks Not Included in this Contract (NIC)**

### Utility Relocation Plans (TBD)

Any City Utilities that relocation has not been determined yet or identified to require relocation are not included in this contract but can be provided as Additional Services upon request by the CITY.

Other Additional Services not included:

- Environmental Mitigation Plans such as Wetlands, LUST, Hazmat etc.
- Full time construction inspection or observation.
- Construction surveying or surveying for as-built conditions.
- Property Acquisition
- Appraisals -Negotiations & Acquisitions
- Fiber interconnect design
- Signal timing implementation
- R/W Plans

## **SUBCONSULTANT SCOPES OF WORK**

### **Survey (to be completed by Elevation Land Survey)**

#### Survey Control

- All survey data shall be referenced to the City of OKC Control Network (North Zone).
- Set a minimum of six (6) control points for horizontal and vertical purposes.
- Establish benchmarks at a maximum of 500' intervals along the project extents.

#### Topographic Survey

- The topographic portion of the survey shall depict topographic features including showing contours at a 1' vertical interval, all physical improvements including roadways, bridges, buildings, parking, driveways, fencing, existing sidewalks, decorative vegetation & trees, signage, visible utilities, as well as underground utilities as located by the Oklahoma One-Call system.
- Other provided utility information provided by the client or found by the surveyor, such as city atlas and as-built plans, will be shown and noted on the survey. · Sanitary sewer manholes, storm sewer manholes, storm sewer inlets, and water valves will have an invert depth measured (to the connection outside of the survey limits).

#### Land Ties Survey

- Boundary lines shall be determined based upon field investigation and public information at the Oklahoma County Assessor and Clerk's Office.
- Available plans, surveys, or other information provided by the client or found by the survey shall be used in the determination of boundary lines.
- Existing easements shall be researched and shown on the survey along with current ownership information shown for each property as of the time of survey.
- A centerline alignment will be provided for Western Ave, Memorial Rd, and NW 122nd St for construction reference.
- All survey work will be performed under the direct supervision of a Professional Licensed Surveyor licensed in Oklahoma.





### **Geotechnical Investigation (To be performed by EINCK)**

#### **Project Information**

The proposed project consists of the rehabilitation, widening, and full-depth reconstruction of existing pavement within the project limits.

#### **Scope of Services of Pavement Engineering Services**

EINCK will perform pavement investigations and provide pavement recommendations.

1. Obtain pavement design data, existing pavement and subgrade soil information
  - a. EINCK will request that the Engineer provides traffic data, including but not limited to traffic counts, growth rates, percent of trucks, FHWA 13-vehicle category classifications (if available), and the average annual daily traffic, which will be used for pavement design. EINCK will also request the Engineer to provide existing pavement management system condition data and functional condition information (e.g., surface distress index, international roughness index (IRI), skid numbers, etc.).
2. Conduct Pavement Testing Program
  - a. EINCK will conduct a visual inspection to identify the types, severity, and extent of surface distresses, and perform field and laboratory testing to determine the properties of existing pavement. The visual inspection will document surface distresses such as transverse cracks, longitudinal cracks, alligator cracks, patching/potholes in the primary lanes.
  - b. FWD testing will be conducted to determine the structural condition of the existing pavement and to determine the back-calculated resilient moduli of existing pavement

layers. The FWD testing and data collection will be in compliance with the ASTM Standards (D4694-09 (2020) and D4695-03 (2020)) and ODOT Geotechnical Specifications. Field data will also be reported as per ODOT Geotechnical Specifications. Test results will be analyzed using the AASHTO/FHWA methodologies and the AASHTO Backcalculation Tool to determine the moduli of the existing pavement layers.

- c. A GPR survey will be conducted of the pavement to provide a continuous evaluation of the thickness of each pavement layer, and to identify the thickness of any voids or layers of nonuniform materials under the pavement area tested.
  - d. EINCK will obtain fifteen (six along the N Western Ave and ten along the NW 122nd street) pavement cores to verify the pavement type and determine the thicknesses of the existing pavement layers (e.g., asphalt concrete, concrete, aggregate base, treated base, etc.).
  - e. Dynamic Cone Penetrometer (DCP) testing will be conducted continuously at each pavement core location within the upper one to three feet of the subgrade soil. The DCP Index, determined from the DCP testing, will be used to estimate the California Bearing Ratio/resilient modulus of the encountered subgrade soil. Soil samples will also be collected for laboratory testing, comprising soil classifications, Proctor tests, and resilient modulus tests.
  - f. Pavement Design Recommendations
3. EINCK will utilize the results of field and laboratory testing to assess the condition of the existing pavement and perform pavement structural design calculations to determine required pavement sections and the most cost-effective pavement for a 30-year design life for full-depth pavement (reconstruction) and 15-year design for mill and overlay. Pavement analysis and design will be performed in accordance with the AASHTO 1993 pavement design guide, AASHTOWare Pavement ME Design, and ODOT geotechnical specifications. A Pavement Design Report will be prepared for review by the City.

### **Utility Relocation Services (To be performed by AG3)**

#### **Task 1 Preliminary Report Services**

- A. Schedule and Prepare for Field Meetings
- B. Conducting Field Meetings
- C. Generate Field Meeting Reports
- D. Generate Preliminary Utility Relocation Plans and Relocations Schedules
- E. Distribution of Revisions (if applicable)
- F. Obtaining Documentation and Approval of Engineer/Inspector/Surveyor (if applicable)
- G. Obtain Proposals or Drawings
- H. Preparing and Submitting Final Utility Relocation Plans to the Engineer

#### **Task 2 Final Plans and Specifications**

- A. Issuing of Work Orders to Utility Owners upon securing Right of Way
- B. Obtain Bid Tabulations
- C. Issuing of Low Bid Concurrence to Utility Owners
- D. Deliverables for Task 2 include:
  - Electronic plan submittal (pdfs) provided at 60% completion.

- Electronic plan submittal (pdfs) provided at 90% completion.
- Electronic plan submittal (pdfs) provided for bidding purposes.

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**EXHIBIT B  
COMPENSATION  
PROJECT NO. TC-0515, PHASE I  
ROADWAY IMPROVEMENTS**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$801,667 which includes: for Basic Services an amount not to exceed \$797,167 as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$4,500 as specifically set forth in Exhibit E.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$797,167, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:  
\$365,293

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

The breakdown for Task 1 is as follows:

Topographic Survey	\$ 83,000
Environmental Services	\$ 22,870
Utility Coordination	\$ 35,296
Geotechnical Investigation	\$100,775
Preliminary Report	\$123,352

Task 2 an additional amount not to exceed:  
\$399,046

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:  
\$5,644

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$22,694

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The

proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:  
\$4,490

Upon satisfactory completion and acceptance of the project as-built drawings.

**EXHIBIT C  
ANTI/NON-COLLUSION AFFIDAVIT  
PROJECT NO. TC-0515, PHASE I  
ROADWAY IMPROVEMENTS**

State of Oklahoma )  
 )SS.  
County of Oklahoma )

The undersigned Engineer, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Engineer; that the Engineer has not, directly or indirectly, entered into any agreement, express or implied, with any other architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the architect/engineers, the parceling or farming out to any architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Engineer further states that the Engineer has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Engineer or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Engineer states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Engineer: Russell Beaty

Signature of executing individual: *Russell Beaty*

Title: Vice President

11600 Broadway Extension, Ste. 300 Oklahoma City, OK 73114  
Address of the Engineer Zip Code

405-242-6600 / 405-242-6601  
(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 4th day of February, 2025, by

Russell Beaty

My Commission Expires/Commission Number  
5-31-25 / 17005081

*Amanda Ritchey*  
Notary Public  




**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. TC-0515, PHASE I**  
**ROADWAY IMPROVEMENTS**

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces which affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Provide geotechnical investigation beyond basic services requirements.
6. Produce documents and/or presentation materials beyond Basic Services requirements.
7. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project.
8. Provide staking of right-of-way for right-of-way acquisition purposes.
9. Prepare documents required for right-of-way/easement acquisitions. \$500 per parcel for a total of \$1,500
10. Provide right-of-way/easement acquisition services.
11. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction.

The FAA requires a field observer if the FAA Remote Pilot does not have a line of sight along the flight path. It is the Engineer's responsibility to ensure the Drone Operator meets FAA regulations on all flights.

All projects require, at a minimum, three flights flown along the same path, before, during and after construction, unless the project is scoped with specific flight requirements. The target flight height for Roadway project is 75-foot minimum and 125-foot maximum, with variances allowed for site specific needs.

Video Editing will consist of the following:

1. Each video should contain a still title screen at the beginning of the flight video that lists:
  - a. Project Number
  - b. Project Location
  - c. Engineering Firm Name
2. 4K video with a 1080 minimum resolution
12. Provide design required for the selection, procurement, installation and approval of Public Arts.
13. Provide survey for design changes beyond basic services requirements.
14. Provide procurement of Commemorative Coins for the Project. \$3,000
15. Provide services as required for completion of the Project.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$4,500. This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

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 have ADDITIONAL INSURED provisions or 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).

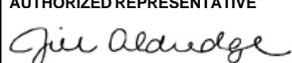
<b>PRODUCER</b> HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT NAME:</b> Oscar Chavez-Franco	
	<b>PHONE (A/C. No. Ext):</b> 402-964-5579	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> oscar.chavezfranco@hubinternational.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Amerisure Mutual Insurance Company		23396
<b>INSURER B :</b> Amerisure Insurance Company		19488
<b>INSURER C :</b> MSIG Specialty Insurance USA Inc		34886
<b>INSURER D :</b> Certain Underwriters at Lloyds		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 720070890 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:	Y	Y	CPP21194510402	1/1/2025	1/1/2026	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 - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 21194500401	1/1/2025	1/1/2026	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CU 21194520302	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 21194530303	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <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
C D	Professional Liability Claims Made Cyber			MSTAEC-00030 ACS1191723	1/1/2025 1/1/2025	1/1/2026 1/1/2026	PL Each Claim/Agg 5,000,000 PL Ded Per Claim 25,000 Cyber Occ/Agg 7,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability.  
 RE: PROJECT NO. TC-0515. City of Oklahoma City and its participating trusts is listed as Additional Insured on a Primary and Non-Contributory basis with respect to General Liability, Auto Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation is granted in favor of Additional Insured as regards General Liability, Auto Liability, Umbrella Liability and Workers Compensation as required by written contract. 30 days' written notice of cancellation provisions apply as required by written contract.

<b>CERTIFICATE HOLDER</b>  The City of Oklahoma City and its participating public trusts 420 West Main Street, Suite 500 Oklahoma City OK 73102	<b>CANCELLATION</b>  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 
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