

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD  
FORM OF AGREEMENT  
BETWEEN CITY OF LAWTON  
AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**



Issued By  
CITY ENGINEERING DIVISION  
In conjunction with the  
CITY'S LEGAL SERVICES DEPARTMENT

CITY HALL, 212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma

**AGREEMENT**  
**BETWEEN**  
**CITY OF LAWTON AND ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**

**FOR**

**City of Lawton Project Number: 2021-02**  
**SW 38<sup>th</sup> ST. from SW Bishop Road to W. Gore Boulevard**  
**Street Reconstruction Project**

**CITY OF LAWTON**  
**COMANCHE COUNTY, OKLAHOMA**

DATE: September 14, 2021

PREPARED BY:  
**City of Lawton**  
**Engineering Division**

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**AGREEMENT  
BETWEEN  
CITY OF LAWTON AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-One by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called OWNER), and EST, Inc. (hereinafter called ENGINEER). OWNER intends to employ a professional ENGINEER to provide professional engineering services and prepare contract documents for the SW 38th ST. from SW Bishop Road to W. Gore Boulevard, hereinafter referred to as the PROJECT.

The OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall serve as OWNER's professional engineering representative in those phases of the Project to which this Agreement applies and will give consideration and advice to OWNER during the performance of their services.

**1. SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1. General**

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil and surveying activities.
- 1.1.2. Laws, Licenses and Permits. The ENGINEER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.
- 1.1.3. Worker's Compensation Law. The ENGINEER shall comply with the Oklahoma Worker's Compensation Law and file a copy of his Worker's Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the OWNER.

- 1.1.4. ENGINEER's Liability. The ENGINEER shall assume responsibility for and save the OWNER harmless from claims for injury to, or death of persons, or damage to property arising from the ENGINEER's negligent acts, errors, or omissions, or those of his agents or employees, arising out of performance of the work.
- 1.1.5. Non-collusion. The ENGINEER warrants that he 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, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this warranty, the OWNER shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 1.1.6. Services Furnished, Performed and Submitted. The ENGINEER shall furnish all engineering services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner acceptable to the OWNER, and the ENGINEER shall sign the plans submitted to the OWNER and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
- 1.1.7. Coordination of Work. The ENGINEER will coordinate his engineering work with other Engineers, if any, performing the immediately adjoining engineering work, and shall furnish and share survey and plan data in such a manner as will facilitate and expedite the completion of contracts in adjacent engineering work.
- 1.1.8. Maintaining All Records. The ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the OWNER. Copies thereof shall be furnished if requested and the OWNER shall pay a reasonable cost of reproduction.
- 1.1.9. Responsibility for Accuracy. The ENGINEER will be held responsible for accuracy of engineering details and quantities of work to be performed. Plans received for review by the OWNER shall be accompanied by a written statement that a prior detailed check has been made. Frequent

occurrence of irregularities in engineering details or quantities will be basis for withholding future engineering contracts from said ENGINEER, or terminate this agreement upon failure to remedy the problem within a reasonable period of time. The ENGINEER shall furnish design data with computations for all improvements involved in this contract. The ENGINEER will be held responsible for any mistakes or omissions in the work of the ENGINEER, which appear during the final review by the OWNER or during construction, and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

- 1.1.10. Major Revisions. For any major revisions ordered in writing by the OWNER in the PROJECT after the final survey has been completed, a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work in design ordered in writing by the OWNER after performance of a substantial amount of work on the plans, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and the ENGINEER's overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.
- 1.1.11. Right to Terminate. The OWNER reserves the right to terminate the contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or contract terminated for any other reasons, the ENGINEER shall be paid the reasonable value by the OWNER for the data delivered or ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the OWNER shall be conclusive and binding. Prior to the award of the contract to the ENGINEER, the OWNER shall confirm to the ENGINEER and provide satisfactory proof that funds for the amount of the contract have been authorized, allocated, and reserved for payment of the ENGINEER's fee.
- 1.1.12. Right to Delete. The OWNER reserves the right to delete any portion of the contract at any time, and if such is done the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted the ENGINEER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

- 1.1.13. Non-Discrimination. The ENGINEER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit "A", which is hereby incorporated into this contract.
- 1.1.14. Assignments and Subleases. ENGINEER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the OWNER. The ENGINEER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by OWNER, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. OWNER may prescribe any conditions to such an assignment or transfer.
- 1.1.15. Waiver. No waiver of default by OWNER or ENGINEER of any terms, covenants or conditions herein to be performed, kept or observed by ENGINEER or OWNER shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.
- 1.1.16. Merger. It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.
- If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.
- 1.1.17. Enforceability; Choice of Law; Choice of Forum. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation.
- 1.1.18. Key Personnel. The ENGINEER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.). At the time of Agreement ratification, the OWNER shall have the right to specify those project key personnel for whom the ENGINEER shall not be allowed to substitute other personnel without prior written permission of the OWNER.
- 1.1.19. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "B", which is hereby incorporated into this contract.

- 1.1.20. Insurance. The ENGINEER shall procure and maintain during the life of this agreement insurance of the types of minimum amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of \$500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury	\$ <u>125,000</u> each occurrence
Property Damage	\$ <u>100,000</u> each occurrence
Combined Single Limit	<u>\$1,000,000</u> aggregate

Comprehensive Automobile:

Liability, Bodily Injury	\$ <u>125,000</u> each occurrence
Property Damage	\$ <u>100,000</u> each occurrence
Combined Single Limit	<u>\$1,000,000</u> aggregate

<u>Professional Liability:</u>	\$ <u>500,000</u> per claim
<u>(Errors and Omissions):</u>	<u>\$1,000,000</u> aggregate

Certificate evidencing such insurance shall be furnished to the OWNER and shall contain the following statement: "The insurance evidenced by this certificate will not be canceled or altered except after ten (10) calendar days from receipt by the OWNER of written notice thereof." Should the insurance outlined above be canceled for any reason, and the Engineer fails to procure additional insurance, the OWNER shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due the ENGINEER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the OWNER.

- 1.1.21. Drug-Free Workplace

- 1.1.21.1. Definitions. As used in this clause, "controlled Substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug



statute” means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract.

“Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1.21.2. The contractor, if other than an individual, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about –
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The contractor’s policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition

of continued employment of this contract, the employee will

-

- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.21.3. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

1.1.21.4. In addition to other remedies available to the Owner, the Contractor's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## 1.2. Preliminary Design Phase.

After written authorization to proceed, the ENGINEER shall proceed with the Preliminary Design Phase:

- 1.2.1. The ENGINEER shall proceed with all field surveys and location of all public and private utilities as necessary to develop plans and specifications.
- 1.2.2. In consultation with the OWNER and on the basis of the detailed scope of services (Exhibit "B"), prepare preliminary design documents consisting of final design criteria, traffic data collections, preliminary drawings and outline specifications.
- 1.2.3. Based on the information contained in the preliminary design documents, submit an opinion of probable cost for the project including construction cost, contingencies, compensation for all professionals and consultants, costs of land, right-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.4. Furnish three (3) copies of the above preliminary design documents and present and review them in person with the OWNER.

## 1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1. On the basis of the accepted preliminary design documents, prepare for incorporation in the Contract Documents, final drawings, to show the character and scope of the work to be performed by contractors on the Project (hereinafter called "Drawings") and Specifications.
- 1.3.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3. Advise OWNER of any adjustments to his latest opinion of probable Project Cost caused by changes in design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

- 1.3.4. Prepare bid forms, notice to bidders, instruction to bidders, general conditions and supplementary conditions and assist in the preparation of other related documents.
- 1.3.5. Furnish three (3) copies of the above documents and present and review them in person with OWNER.
- 1.3.6. Furnish five (5) copies of the approved final design documents to the OWNER.
- 1.3.7. Assist OWNER in acquisition of the required local, State and Federal government permits (Health Department, ODOT, etc.) and private permits (railroad, utility, etc.). ENGINEER shall at no additional cost to OWNER provide sets of construction plans and specifications as may be necessary for application of such permits.

#### 1.4. Bidding Phase.

After written authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1. Assist OWNER in obtaining bids for the construction contract. The ENGINEER shall supply interested Contractors with the contract documents for a fee to be retained by the ENGINEER to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the ENGINEER and the OWNER. The ENGINEER shall record the name, address and telephone number of each Contractor obtaining the contract documents.
- 1.4.2. Attend the Pre-Bid Conference to assist the OWNER in answering any questions pertaining to the project which the Contractors may have.
- 1.4.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s), when substitution is permitted by the Contract Documents.
- 1.4.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.
- 1.4.5. The ENGINEER shall be responsible for offering providing a written recommendation to Owner regarding award and/or rejection of contract(s) and provide construction plans and specifications to prospective bidders.

#### 1.5. Construction Phase.

During the Construction Phase, the ENGINEER shall:

- 1.5.1. Consult with and advise OWNER and act as his representative. All of OWNER's instructions to Contractor(s) will be issued through the City Engineer.
- 1.5.2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Document; he shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the Contract Documents; but he shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observances, he shall provide OWNER written reports on the progress, performance and quality of the work, shall endeavor to guard OWNER against defects and deficiencies in the work of Contractor(s) and may recommend to OWNER the disapproval or rejection of work as failing to conform to the Contract Documents.
- 1.5.3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4. Review and approve pay applications. Create and maintain a tracking document of the current project quantities, as provided by the OWNER. ENGINEER shall make recommendations for payment and/or provide any notes to the OWNER for each pay application.
- 1.5.5. Conduct, when notified by OWNER, a final inspection of the project and provide the OWNER a written report indicating the ENGINEER's opinion as to the conformance of the completed work to the Contract Documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 1.5.6. Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "B".

## 2. SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 2.1. Provide full information as to his requirements for the project.
- 2.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.
- 2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render in writing decisions pertaining within a reasonable time so as not to delay the services of the ENGINEER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to the ENGINEER submitted project documents for OWNER's review on which the ENGINEER has not substantially addressed previously noted provisions and comments. The ENGINEER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
- 2.6. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 2.7. Issue all instructions to the ENGINEER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the ENGINEER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.8. In consultation with the ENGINEER, issue all instructions to Contractor(s); require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. Have the City Engineer, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
- 2.10. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the

Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that OWNER may approve, in writing, final payment to each Contractor.

### 3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.
- 3.2. The scope of services shall be completed within 180 calendar days following authorization to proceed. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:
  - 3.2.1. The services called for in the Preliminary Design Phase, shall be completed and ENGINEER shall submit preliminary design documents and opinion of probable Project Cost within 90 calendar days following the authorization to proceed.
  - 3.2.2. After acceptance by OWNER of the preliminary design documents and opinion of probable Project Cost, indicating any specific modifications or changes desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver Contract Documents and a revised opinion of Project Cost for all authorized work on the Project within 60 calendar days after the authorization to proceed with the phase of services.
  - 3.2.3. ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the date when the submissions for that phase have been accepted and approved by the OWNER.
  - 3.2.4. After acceptance of OWNER of the Contract Documents and ENGINEER's most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon award of the contract.
  - 3.2.5. The Construction Phase will commence with the execution of the contract to be executed for the work of the project or any part thereof, and will

terminate upon written approval by City Engineer of final payment of the contract.

3.2.6. In the event that the work of the Project is to be performed under more than one contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design and Bidding Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.

3.3. If OWNER has requested significant modifications or changes in the Project, the time of performance of ENGINEER's services shall be adjusted appropriately.

3.4. If ENGINEER is delayed at any time in the progress of any phase of the project by any act or neglect of the OWNER, or by any separate contractor employed by the OWNER, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the ENGINEER's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.

3.5. Waiver in Case of Delay. In the event of delay in proceeding with the work hereunder or any portion thereof, whether such delay be caused by the OWNER or any other agency, the ENGINEER hereby agrees that he will not exert any claim against the OWNER by reason of such delay, and all such claims are hereby waived.

#### 4. SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services of Engineer.

4.1.1. For services described herewith, exclusive of fees for services as witnesses, the ENGINEER will be paid the fee(s) as outlined in Exhibit "F".

4.2. Times of Payment.

4.2.1. ENGINEER shall submit monthly statements for services rendered. Compensation will be based on ENGINEER's estimate of the proportion of the total services actually completed at the time of billing and agreed upon by the City Engineer. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

4.2.2. OWNER shall, upon conclusion of the Study and Report, Preliminary Design, Final Design and Bidding Phases and Construction Phase services,



pay according to the Phases and set forth in Exhibit "F" Basis of Compensation.

Additional cost to the OWNER caused by error or omission of items in the construction documents will not be included in Final Construction Cost for determination of the ENGINEER's fee unless the ENGINEER is instructed by the OWNER to prepare the additional Contract documents to address the error or omission.

- 4.2.3. ENGINEER shall submit to OWNER, prior to commencement of the Bidding, a digital version of the plans and a specifications via email, ftp or other suitable means as they were at the time final plans were approved, or supply to the OWNER all copies of drawings and specifications requested until submittal of "Record" drawings. Prior to receiving final payment, the ENGINEER shall also submit to OWNER one (1) set of 1/2 size record drawings and a digital version of the plans and a specifications via email, ftp or other suitable means representing the "Record" drawings. The "Record" drawings shall represent any changes that occurred during construction. The OWNER shall supply to the ENGINEER all changes that occurred during construction, in sufficient detail to allow the ENGINEER to prepare the "Record" drawings, unless the ENGINEER is responsible for construction management.

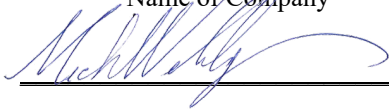
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

On Behalf of ENGINEER:

EST, Inc.

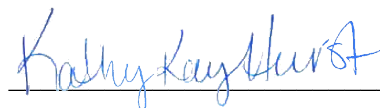
\_\_\_\_\_  
Name of Company

By

  
\_\_\_\_\_

Title President  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

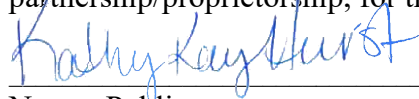
Title Project Manager  
\_\_\_\_\_

(AFFIX SEAL)



COUNTY OKLAHOMA                    }  
STATE OF OKLAHOMA                }

Before me the undersigned, a Notary Public in and for said state, on this 24 day of August, 2021, personally appeared Michael Vahabzadegan, an authorized member of EST, Inc. to me known to be the identical person who executed the within and foregoing instrument on behalf of said corporation and acknowledged to me that he (he/she) executed the same as his (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.



Notary Public



My Commission Expires 1/25/22

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY ATTORNEY

I \_\_\_\_\_, Encumbering Officer of the City of Lawton, Oklahoma, do  
hereby certify that I have entered the amount for this encumbrance against appropriate Account  
No \_\_\_\_\_ for \$\_\_\_\_\_, and after charging account title  
\_\_\_\_\_ with this encumbrance, there is an unencumbered  
balance in said account of \$\_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_  
ENCUMBERING OFFICER

**EXHIBIT "A"**

**AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

During the performance of this contract, the ENGINEER agrees as follows:

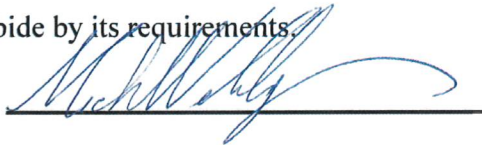
The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. The ENGINEER will take affirmative action to ensure that the applicants are employed and that the employees are treated during employment without regard to their race, religion, sex, color, national origin or physical handicap.

In the event of the ENGINEER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the OWNER Council. The ENGINEER may be declared by the OWNER in-eligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.

The ENGINEER agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

By: \_\_\_\_\_



ATTEST:

  
Secretary

## **EXHIBIT “B”**

### **SW 38th ST. from SW Bishop Road to W Gore Boulevard**

#### **SCOPE OF SERVICES**

The Consulting Engineer shall prepare construction documents for the street reconstruction project. All engineering activities are to be closely coordinated with appropriate personnel to assure that the design concept and the construction documents are prepared in accordance with the requirements of the City of Lawton. Coordination activities will include those required to determine that private utility relocation plans are prepared by each effected utility company. The City shall issue written notice to the ENGINEER prior to any work beyond this scope of services.

The engineering services shall include, but are not limited to the following:

#### **PROJECT LOCATION**

This project is anticipated to include and will not exceed the following locations:

**Approximately 2.0 centerline miles of publicly owned and maintained street within the city limits of the City of Lawton Oklahoma. The project begins on SW 38<sup>th</sup> Street at the intersection with SW Bishop Road and extends approximately 2.0 miles North to the intersection with W Gore Boulevard.**

#### **I. FIELD SERVICES**

Survey will be conducted along SW 38<sup>th</sup> Street beginning at the intersection with SW Bishop Road and extending 2.0-miles North to W Gore Boulevard to gather relevant topographic, utility, and boundary information. The scope of surveying services is as follows:

- A. Primary control (2) tied to city of Lawton control network
- B. Benchmarks (11) every 1,000 feet for corridor of project
- C. Level loop
- D. Utilities
- E. Topo DTM
- F. Topo Planimetric
- G. Boundary Information necessary to establish existing right of way
- H. Research record plats and all other data for establishing survey control points.
- I. Set horizontal and vertical control points based upon City of Lawton data and other existing information.
- J. Identify and locate topographic features including all buildings/structures within 50 feet of existing or proposed right-of-ways.
- K. Cross sections at locations as required by the ENGINEER.
- L. Survey of drainage channel/bridge locations as required.

M. Data Collection

1. Daily traffic counts (Provided by Consultant)
2. Accident data (Collected from available sources by the Consultant)
  - a. Accident evaluation
3. Recommendations
  - a. Roadway section
  - b. Traffic signal needs
  - c. Auxiliary lane needs
  - d. Storage

II.. GEOTECHNICAL INVESTIGATIONS AND PAVEMENT DESIGN

We will complete a pavement condition survey utilizing pavement evaluation through visual and geotechnical evaluations. The scope of the geotechnical services is as follows:

- A. Advance up to ten (10) shallow borings to a minimum of 3 feet below the existing pavement structure within the proposed roadway rehabilitation/ reconstruction extents. Soil samples will be obtained directly from auger cuttings. Additionally, a minimum of one to three (1-3) bulk composite samples of the dominant materials will be obtained for subgrade strength testing per mile.
- B. At each boring location, we will core the existing pavement and measure the thickness of the existing base layers, if applicable.
- C. Expected laboratory tests will include Atterberg limits, soluble sulfates and sieve analysis. Moisture-density and resilient modulus (MR) tests will be performed on the bulk composite sample.
- D. Groundwater levels, if encountered, will be measured during, and immediately after completion of drilling operations.
- E. The borings will be patched and plugged, in accordance with the Oklahoma Water Resources Board (OWRB) regulations.
- F. Traffic control will be required to complete the fieldwork. Traffic control will be performed in accordance with MUTCD guidelines.
- G. Borings will be located in the field by an EST Engineer.
- H. The field investigation will take approximately 2 working days.
- I. Laboratory tests will take approximately 14 to 20 working days.
- J. Pavement rehabilitation and/or reconstruction design recommendations for the project roadway will be provided in our final report.

### III. MEETINGS

1. After completing the pavement condition assessment we will conduct a meeting with the City Engineer and his staff to discuss our findings and proposed improvements for the full project area. At this time, a full depth reconstruction within the limits of the existing curb with the addition of sidewalk on one side is anticipated for the north mile and reconstruction with a new curb and gutter section and sidewalk on one side is anticipated for the south mile. The existing bridge is anticipated to be an exception to the project. If required, improvements to the existing bridge and/or bridge widening will be determined as a supplemental. The existing signal is anticipated to remain in place. The existing signal is anticipated to require modifications to the existing pedestrian crossing. This is anticipated to include the plans and wiring modifications for new pedestrian push buttons. If additional modifications to the signal are required, a supplemental will be negotiated for these services.
2. Attend City meetings for discussions, coordination, presentations, etc.

### IV. PRELIMINARY PHASE DESIGN

- A. Preparation of preliminary construction plans
  1. Plan preparation
  2. Plan-in Hand meeting
- B. Typical Section
  1. Pavement type & thickness design
  2. Sub-grade type & thickness design
  3. Section widths & other pertinent dimensions
- C. Impact on existing utilities and proposed relocations
  1. Private utilities (gas, electric, telephone, television)
  2. Public water & sewer facilities
- D. Preliminary drainage design
  1. Drainage areas
  2. Hydrologic & hydraulic analyses
  3. Inlet, pipe & channel size requirements per ODOT requirements
- E. Preliminary right-of-way requirements
- F. Preliminary construction schedule
- G. Preliminary estimate of cost

### V. RIGHT-OF-WAY AND UTILITY PHASE

Upon approval of the Preliminary Plans, EST will develop Right-of-Way Plans (60%). This submittal shall include a set of plans showing the proposed right-of-way, legal descriptions

for each required parcel, and an updated Preliminary Construction Estimate. At this time, new right of way purchases are anticipated and utility relocations may be necessary.

## VI. FINAL DESIGN PHASE

- A. Construction plans for the street and utility relocation projects shall be prepared in accordance with City of Lawton requirements
  - 1. Title Sheet
  - 2. Typical Sections
  - 3. Summary Sheets
  - 4. Pay Quantities & General Notes
  - 5. Plan & Profile Sheets
  - 6. Pavement Marking & Sign Details
  - 7. Drainage Map & Layout Plans
  - 8. Joint Details, if applicable
  - 9. Drainage Structure Details, as required
  - 10. Bridge Construction Details (Supplemental), if required
  - 11. Erosion Control Plan
  - 12. Construction Traffic Control Plans
  - 13. Traffic Signal Plans/Details (Supplemental), if required
  - 14. Railroad Crossing Details
  - 15. Cross Sections
- B. Specifications in accordance with ODOT & City Lawton requirements
  - 1. Preparation of City of Lawton Contract Documents/General Conditions, and Technical Specifications for relocation of City owned utilities, by supplemental.
- C. Map revision for FEMA floodway (if determined necessary)
  - 1. Preparation of all information required for CLOMR/LOMAR. This will be completed as a supplemental if services are required.
- D. Right-of-Way
  - 1. Title information and Certificate of Search conforming to ODOT requirements
  - 2. Preparation of a separate set of right-of-way plans
  - 3. Legal descriptions
  - 4. Preparation of acquisition documents
  - 5. Parcel plot plans & misery report (if required)
  - 6. Staking of easement and right-of-way as necessary for appraisal and acquisition
  - 7. Set iron pins on all proposed and existing project right-of-way.
- E. Permits
  - 1. Prepare & process any permits for the City's signature which may be required by any pertinent agency.



## VII. UTILITY LOCATION AND RELOCATION

The ENGINEER shall provide his services to coordinate the relocation of privately and publicly owned utilities. He shall be responsible for determining those utilities requiring relocation and for furnishing such information regarding the proposed construction to enable those utility companies to adequately determine the extent of their required relocation effort. The ENGINEER shall also confer with the utility companies to ensure that their proposed relocation will, in fact, not interfere with the proposed construction. The location and depth of all existing City owned utilities within the proposed construction area shall be surveyed by the ENGINEER and that information indicated on the drawings.

The ENGINEER shall provide drawings and specifications for the relocation of all City owned utilities which are determined necessary for the project, by supplemental. The ENGINEER shall not be required to furnish drawings or specifications for the actual utility relocation for facilities owned by companies other than the OWNER.

## VIII. PROJECT MANAGEMENT (CITY OWNED UTILITY RELOCATION (BY SUPPLEMENTAL, IF REQUIRED))

- A. Attendance at all pertinent meetings such as, but not limited to Plan-in-Hand, Pre-Bid Conference, Pre-Work Conference and Final Inspection.
- B. Issue a Plan-in-Hand report.
- C. Assist in evaluation of bids and approval of all construction submittals
- D. Periodic project inspection
- E. Assist in evaluation and recommendation for all Change Order requests by the contractor

## IX. PROJECT MANAGEMENT

- A. Attendance at all pertinent meetings such as, but not limited to Pre-Bid Conference and the Pre-Work Conference
- B. Coordination as required by the City of Lawton
- C. Periodic site visits
- D. Review and Approve payment applications
- E. Maintain a current record of quantities, as provided by the OWNER.
- F. Prepare and submit change orders as required

## EXHIBIT “C”

### OUTLINE OF GENERAL DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR CONSTRUCTION

Current ODOT specifications shall be utilized, where applicable for design standards and specifications.

<u>CONTENTS</u>	<u>PAGE</u>
I. Contract Documents . . . . .	
A. Solicitation for Bids . . . . .	
B. Information for Bidders . . . . .	
C. Bidding Documents . . . . .	
1. Contractor’s Checklist of Required Items . . .	
2. Bid Proposal . . . . .	
3. Bid Bond . . . . .	
4. Anti-Collusion Affidavit . . . . .	
5. Business Relationship Affidavit . . . . .	
6. Experience and Capability Questionnaire . . . .	
D. Contract . . . . .	
E. Performance Bond . . . . .	
F. Statutory Bond . . . . .	
G. Maintenance Bond . . . . .	
H. General Conditions . . . . .	
I. Supplemental General Conditions . . . . .	
J. Wage Rates (if applicable). . . . .	
K. Work Order . . . . .	
L. Payment Certificate . . . . .	
M. Contractor’s Release to City . . . . .	
II. Technical Specifications . . . . .	
III. Special Provisions . . . . .	
IV. Appendix . . . . .	

## EXHIBIT “E”

### SURVEYING AND DRAFTING SPECIFICATIONS

#### I. Specifications for Survey

Some of the listed items may not be applicable to all projects.

1. The ENGINEER shall perform engineering surveys and land surveying required in accordance with standard surveying practices.
2. All field surveys, maps, and note books shall be complete in every respect and the information shall be set forth on the maps and in the notebooks or data files in a professional and engineering-like manner.
3. All principal control points shall be referenced to permanent or semi-permanent points. A minimum of three reference points shall be set on each point. Reference points shall be set and described so as to make them recoverable as easily as possible.
4. All reference points shall be of a permanent nature, such as 5/8” iron pin. “X” on concrete walk, approved monuments, or any accessible permanent or semi-permanent object with a precise measurement point. Angles shall be recorded to all reference points from the survey tangents. All points and reference points set in cultivated fields shall be buried approximately one foot. All reference points shall be set on or outside the right-of-way line so that they will not be disturbed or destroyed by construction, if possible. The maximum distance between referenced points shall be 750’, where practical.
5. All section lines, quarter section lines, street right-of-way lines and centerlines of streets shall have points set on them and referenced as needed for construction.
6. The notes shall show what is set or found in place for section and quarter section corners.
7. All curves shall be computed on the arc definition based as follows: Angle of Intersection: - D-degree of Curve: T-Curve Tangent: L-Curve Length: R-Curve Radius: Ex-Curve External. Symbols and formulae for transition curves shall be taken from “Transition Curves for Highways” as published by the Bureau of Public Roads. All computed curve functions shall be computed to nearest 0.01.
8. If the centerline of survey is not on the centerline of the street, accurate ties shall be made.
9. Horizontal control of the ground survey work shall be 3<sup>rd</sup> order or better as defined by the United States Coast and Geodetic Survey. Survey centerline stationing shall run from south to north and west to east, where practical.
10. Benchmarks shall be points of permanent or semi-permanent nature on or outside the proposed right-of-way, where possible. Benchmarks in utility poles are considered temporary. Where iron pins are used for benchmarks, the iron pins shall not be less than 3/4” in diameter by 30” long. Nails smaller than 60d nails shall not be used for benchmarks and where practical 80d nails or railroad spikes shall be used for benchmarks in trees.

11. Benchmarks shall be set one block apart where practical. Levels shall be tied to U.S.C. & G. S. MSL Data.
12. Cross sections shall be taken to approximately right-of-way lines right and left of the centerline of survey at 100' stations and at major breaks in grade.
13. The ENGINEER will determine the effects of any proposed improvements on the storm drainage capacity of the project street, adjacent streets and property by determining the existing top of curb, gutter and centerline profiles. Minimum longitudinal distance between recorded elevations shall be 50'. This increment shall be reduced to 10' around curb returns and along intersecting streets and when warranted by grades of less than 0.50%. Elevations shown should be corrected to MSL (Mean Sea Level).
14. All public and privately owned utilities, such as pipe lines, gas lines, water mains and service lines, underground cable, power lines and telephone lines shall be recorded in the notebooks or data files with the location, size, kind and ownership with name and address of owner for each utility encountered. Elevation shall be shown on top of all underground utilities. All underground utilities shall be uncovered in strategic locations to determine the exact alignment and elevation of each utility.
15. In urban or platted areas, all topography shall be obtained that might effect the preparation of plans.
16. Equations and ties are to be shown with and to the existing project or survey (if any) at the beginning and end of the survey. Show ties to the existing project or survey and show station equation, bearing equation, and level equation. Levels are to be tied to not less than two benchmarks if available.
17. No wording in this Agreement is to be construed to prevent the use of aerial photogrammetric procedures for data collection and interpretation. The use of such methods does not relieve the ENGINEER from the responsibility of compliance with any and all other provisions and specifications of this Agreement. If aerial photogrammetric procedures are used, the accuracy of the data gathered and utilized shall be of as high an order as data collected by conventional surveying and engineering procedures. In the event the City Engineer, in his sole judgment and opinion, determines that the photogrammetric data submitted is insufficient or does not meet engineering standards for accuracy, the ENGINEER will be required to supply or supplement such data by conventional engineering and surveying methods, at no additional expense to the City.

## II. Contract Specifications and Drawings

1. The ENGINEER shall compile the specifications in accordance with the format indicated on Exhibit "C", with the exception of the detailed bid proposal; the OWNER will furnish one set of Contract Documents and General Provisions as listed in Exhibit "C" for the ENGINEER's use. Standard ODOT Specification may be used at the discretion of the ENGINEER, the "Method of Measurement" and "Basis of Payment" shall be adjusted in accordance with the City Engineer's

directions to provide pay quantities more compatible with the OWNER's methods of measurement and payment.

2. The ENGINEER shall be responsible for reproducing the approved final plans and specifications and offering them to prospective bidders during the Bidding Phase at a reasonable deposit as approved by the City Engineer and refundable to unsuccessful bidders. The ENGINEER shall keep the OWNER advised as to the current Plan Holders.
3. The ENGINEER shall be responsible for sending, at no additional cost to the OWNER, a digital set of the required plans and specifications to F.W. Dodge, Bid News, AGC Plan Room, Southwest Construction News and others for proper advertisement of the proposed construction.
4. The ENGINEER shall further provide an additional number of sets of construction plans and specifications not to exceed five (5) to the successful construction contractor at no additional cost to the OWNER or contractor.

### III. Plan Preparation

The ENGINEER shall prepare the plans in accordance with standard engineering practices and photogrammetric methods.

1. Plans shall be prepared in AutoCad format or as approved by the OWNER.
2. Final plans and record drawings shall be prepared on the following media or as approved by the OWNER.
  - a. AutoCAD and PDF submitted via email, ftp or other suitable means.
3. Scales - The Plan sheet shall be drawn to a scale which will allow for neat drafting and note placement. Plan and profile sheets shall be drawn no smaller than 1" = 20 ft. horizontal and 1" = 2 ft. vertical.
4. Lettering - Only mechanical lettering shall be used. A minimum guide size of 120 shall be used.
5. Linework - All linework shall be of sufficient density to be reproducible by current reproductive processes. Any linework which does not reproduce may be cause for rejection of the plans by the OWNER.
6. The construction plans shall include information and topography for drainage, drainage structures, utility lines, curve data, north arrow, fences, buildings, paving, roads, streets, property and right-of-way lines, driveways, intersections, ramps, bridges, grade lines, profiles, earthwork quantities, limits of curb and fill

slopes, detailed and summarized quantities of all material, traffic control and data, and other necessary pertinent information.

7. The scale of construction details for specific potential problem areas, such as street intersections, retaining walls, drainage structures, etc., shall be reviewed jointly by the ENGINEER and the OWNER after completion of Design Development and before proceeding with Construction documents; the precise scale of said problem area plan sheet details shall be set at the discretion of the OWNER.

#### IV. Check Lists

The following general check lists have been included here as an aid to the Consultant in the preparation of the drawings and include items which may not necessarily apply to the project.

##### Roadway

###### Title Sheet:

1. Index of sheets, scales used, level datum and bearing notes, Spec. Provisions (S.A. or F.A.)
2. Project No., Control Section No., Highway No., County
3. Layout Map (B.O.P., E.O.P., Exceptions, Equations, Bridges, Incidental construction P & P Sheet No., Blocks, Blank in Road on Front)
4. Project Lengths (Roadway, Bridge and Project Lengths, Equations and Exceptions)
5. Railroad Information, Construction Identification Signs, Design Traffic Data
6. Show Urban and City Limits or Urban Project 5,000' or over.
7. Split Sheets Grad and Surf., Part 1 & 2 over 8 miles.
8. See that all sheets have Project No., Sheet and Total Sheets.
9. Check current standards.

##### Typical Sections

1. See that all necessary dimensions are given for grad. and surf.
2. Check extent of different section against soils report and P & P Sheet.
3. Check grade breaks on profile between extents of different sections.  
See that soil which requires sub-base is not being hauled onto an extent of a typical section which has no sub-base.
4. Check general set-up: See that all necessary typical sections are shown and that they fit together properly (ditch line up, etc.).
5. See that all necessary notes and details are shown (dike at top of cut, top soil note, layer details, thickness dimensions note).

### Plan and Profile

1. Check plan-in-hand to see that all recommended changes have been made.
2. Check bearings, curve data, north arrow, benchmarks, Sec. No.'s.
3. Structures (length, FL. Open channels)
4. Structures in place (remove, leave, leave and extend)
5. Grades (tie at B.O.P. and E.O.P., bridges, vertical curves)
6. Place Federal Regulations stamp on all 4-lane construction (initial or ultimate) with median (title, P & P and Functional Sheets).
7. Check other details (detour rods, paved ditches, sodding, delineators, guard rail).
8. Show B.O.P. and E.O.P., exception, incidental construction equations.

### Right-of-Way Check

1. Right-of-way: Channel and temporary right-of-way, dimensions angles, pulses, markers, spiral right-of-way, control of access, right-of-way fence gates, type of connections at structures, size of structures, public frontage and local rod notations of affected City utilities, dimensions from one P & P Sheet to the next, dimensions on all cross reference sheets

### Summary Sheet

1. Take quantities from sheet estimates to summary and total (Grad. & Surf.).
2. Take structures notes to summary, check structure quantities and total.

### Summary of Pay Quantities

1. Check pay items against standard specifications to see if all item numbers are correct, pay item is worded properly, and amount is correct.
2. See that all necessary pay quantity notes are correct.
3. Take quantities forward from Summary Sheet.
4. Check other quantities not shown on Summary Sheet.
5. See that all required construction notes are shown.
6. Line up decimal point, check utilities.
7. Pipe underdrain quantities

### Cross Sections

1. Show B.O.P. and E.O.P. Stations: Show beginning and end of bridges.
2. Check right-of-way (sufficient right-of-way for fill slopes and back slopes, structures, channel surface ditches, etc.). Get adequate right-of-way beyond toe of fill slopes or top of cut to accommodate utility relocations. Temporary and Channel right-of-way shall be shown, if applicable.
3. Check embankment to see that quantities do not have % added.
4. Stamp all sheets with end area, volumes and scale.
5. Show super elevation information.

6. Make templates, grades, and areas and volumes dark enough to print.
7. Show drainage structures on templates where necessary



## EXHIBIT "F"

### FEE REQUEST

For providing the services described in the scope of services.

PRELIMINARY DESIGN PHASE	\$ <u>135,723</u> LSUM
FINAL DESIGN PHASE	\$ <u>96,400</u> LSUM
BIDDING PHASE	\$ <u>10,629</u> LSUM
PROJECT MANAGEMENT / CONSTRUCTION SERVICES	\$ <u>79,813</u> LSUM
SURVEY	\$ <u>46,705</u> LSUM
GEOTECHNICAL INVESTIGATIONS/PAVEMENT DESIGN (UNIT COST)	\$ <u>10,000</u> NOT TO EXCEED
TRAFFIC COUNTS	\$ <u>10,000</u> LSUM
RIGHT-OF-WAY STAKING (\$500/parcel)	\$ <u>17,500</u> NOT TO EXCEED
TOTAL FEE	\$ <u>406,770</u> (in figures)
<u>Four hundred six thousand, seven hundred seventy dollars and no cents</u> (in words)	