

Letter of Transmittal

Date: 07.15.2014

To: City of Moore
Attn.: Mrs. Carol Folsom, Purchasing Agent
301 North Broadway
Moore, Oklahoma 73160

Phone: 405.793.5000

Fax:

From: Jason Cotton, P.E.

Project No.: Moore IRIP

Re: Signed Contracts and COI

Transmitted Via: Fax Mail Service
 E-mail Hand-Delivery

Contents: Original Drawings Prints Specifications Corresp.
 Proposal Request Change Order Shop Drawings Estimates
 Samples Product Literature Disk Other

For Your: Approval Review and Comment
 Signature/Return Further Distribution
 Information Use
 Records

Qty	Drawing No.	Size	Description
1		8.5x11	Executed Contract
1		8.5x11	Certificate of Insurance

Remarks: Contract and COI per our conversation earlier this week. Please call should you have any questions or comments.

Copies To:

July 2, 2014

City of Moore
Attn: Ms. Elizabeth Jones, Community Development Director
301 North Broadway, Suite 100
Moore, Oklahoma 73160

RE: Comprehensive Services Proposal for
City of Moore Infrastructure Recovery and Implementation Plan

Dear Ms. Jones:

Per the June 16 request of The City of Moore, the following proposal has been prepared by Cardinal Engineering, Inc., for the above referenced project. Per recent conversations and correspondence with your office, it is Cardinal's understanding that you wish to retain a multi-disciplinary team to assist The City of Moore with architectural and engineering services as required to prepare the Infrastructure Recovery and Implementation Plan identified in City of Moore RFP #1314-007. A DRAFT Contract for consideration by the City Manager's Office as well as the City of Moore Attorney has been enclosed. A summary of proposed fees associated with the included scope of work is as follows:

Task No.	Description	Fee
1	Project Initiation	\$15,000
2	Initial Data Collection and Assessment	\$35,000
3	Progress Meetings	\$15,000
4	Public Meeting	\$15,000
5	Evaluation and Prioritization	\$25,000
6	Recommendations	\$30,000
7	Final Plan	\$15,000
	Sub-Consultant Services (NTE)	\$79,000
	Total	\$229,000

Exclusions from the Scope of work have been documented under Part I of Attachment A (Scope of Services) and Attachment D (Owner's Responsibilities). Cardinal Engineering, Inc. requests that the City of Moore review the contract at your earliest convenience and provide any remaining comments to our

Oklahoma City Office. If no modifications are required, Cardinal requests the Contract be forwarded to Moore City Council for consideration and subsequent execution by the City Manager's Office. Cardinal appreciates the opportunity to assist the City of Moore with this new project. Please feel free to contact me in our Oklahoma City Office at 405.842.1066 (extension 221) should you have any questions or comments.

Sincerely,
Cardinal Engineering, Inc.



Jason Cotton, P.E.
Senior Associate

Encl

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to prepare a Infrastructure Recovery and Implementation Plan (the PROJECT); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the PROJECT; and,
3. CONSULTANT is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 7 day of July, 2014.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A1, Scope of Services. CONSULTANT shall also provide Additional Services described in Attachment A2, when authorized by OWNER.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A1 according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION AND SUSPENSION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

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

OWNER:

Steve Eddy
City Manager
City of Moore
301 North Broadway, Suite 200
Moore, Oklahoma 73160

CONSULTANT:

Jason R. Cotton, P.E.
Senior Associate
Cardinal Engineering, Inc.
1015 North Broadway, Suite 300
Oklahoma City, Oklahoma 73102

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

ARTICLE 17 - DISPUTES

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

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

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A1, A2, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

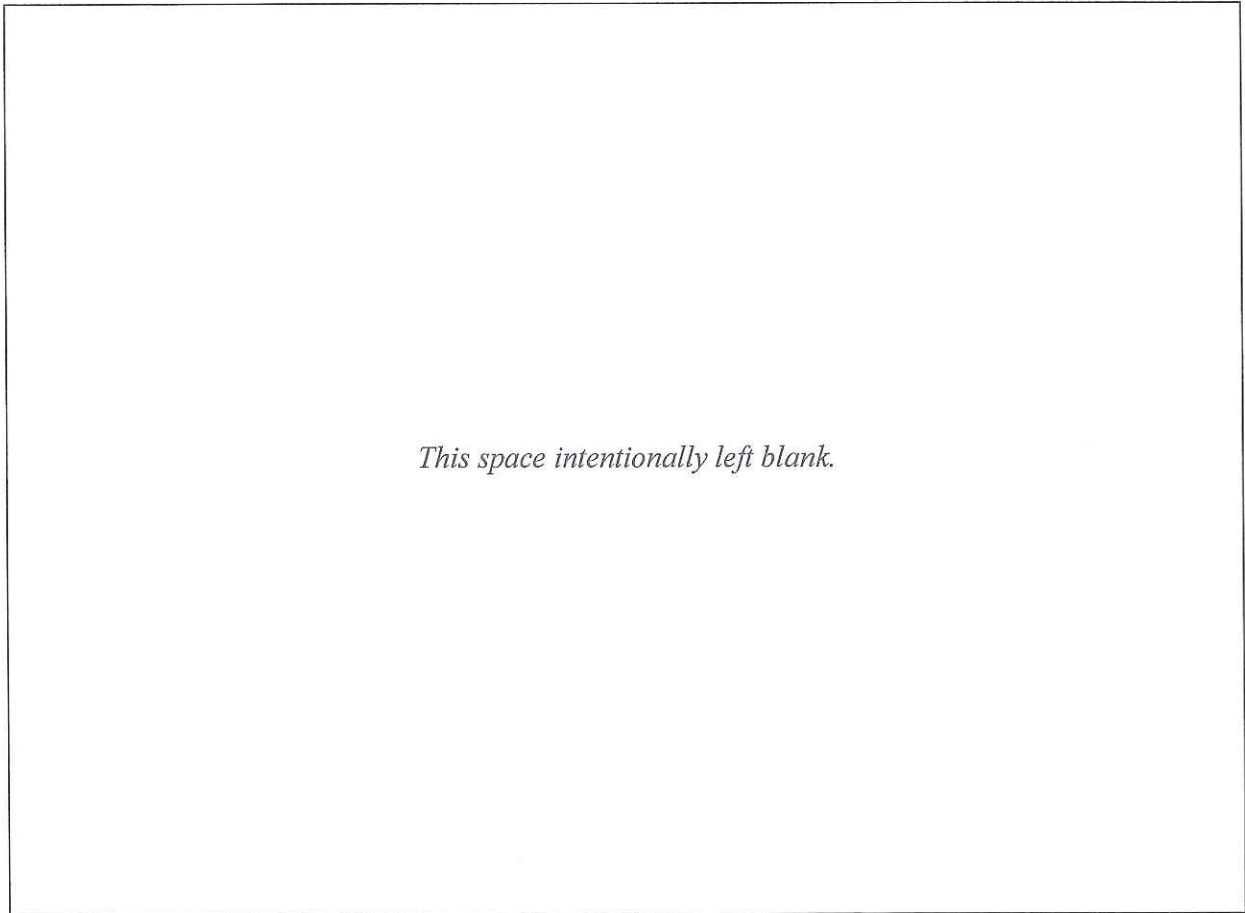
OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.



IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

DATED this 7th day of July, 2014.

The City of Moore
(OWNER)

Cardinal Engineering, Inc.
(CONSULTANT)

Signature *Glenn Lewis*

Signature *Jason Corbett*

Name Glenn Lewis

Name JASON CORBETT

Title Mayor

Title SENIOR ASSOCIATE

Date 07-07-2014

Date 07.14.2014

Attest:

Jim Corbett
City Clerk



Approved as to form and legality this 7 day of July 2014.

Randy C. Brunk
City Attorney

ATTACHMENT A1 SCOPE OF BASIC SERVICES

PART I – DESCRIPTION OF PROJECT

CONSULTANT is to provide SERVICES in connection with the development of:

City of Moore Infrastructure Recovery and Implementation Plan (IRIP) for May 20, 2013 Tornado Area (PROJECT).

PROJECT Extents:

Limits of work shall generally be as identified on the Study Area Map provided on Page 9 of City of Moore RFP #1314-007, dated April 9, 2014 (STUDY AREA).

PROJECT Exclusions:

- Completion of geotechnical investigations as required to develop paving repair or reconstruction recommendations is excluded from the Scope of Work. Should the need for such studies become apparent during the course of the project, it is anticipated that the CONSULTANT will be released under an Additional Services Agreement.
- Completion of traffic studies as required to determine existing traffic flow patterns and future traffic projections is excluded from the Scope of Work. Should the need for such studies become apparent during the course of the project, it is anticipated that the CONSULTANT will be released under an Additional Services Agreement.
- Completion of flood studies are not included in the Scope of Work. Should the need for such studies become apparent during the course of the project, it is anticipated that the CONSULTANT will be released under an Additional Services Agreement.
- Preparation of Jurisdictional Determination requests and 404 Permit Applications for review and consideration by USACE is not included in the Scope of Work. Should the need for these items become apparent during the course of the project, it is anticipated that the CONSULTANT will be released under an Additional Services Agreement.

Specific PROJECT Requirements:

Requirements specific to this PROJECT include:

- A comprehensive evaluation of existing infrastructure within the 2013 Tornado Area within the context of regulatory requirements, projected future needs, and immediate upgrade/replacement needs.
- Development of a cost-effective and coordinated approach to multiple infrastructure improvements within a single project when appropriate.
- Use of sustainable and resilient concepts in infrastructure systems.

In addition, PROJECT shall be completed in accordance with the documents identified in PART III – Guidance Documents.

PART II – SERVICES PROVIDED BY OTHERS

Ancillary services including but not limited to those identified below, shall be the responsibility of others:

- Recovery Plan Development (Housing) – It is anticipated that preparation of a Recovery and Implementation Plan to document recommended usage of CDBG-DR funds allocated to Housing (as documented in RFP #1314-007) will be prepared by others.

- Recovery Plan Development (Public Facilities) – It is anticipated that preparation of a Recovery and Implementation Plan to document recommended usage of CDBG-DR funds allocated to Public Facilities (as documented in RFP #1314-007) will be prepared by others.
- Recovery Plan Development (Resiliency) – It is anticipated that preparation of a Recovery and Implementation Plan to document recommended usage of CDBG-DR funds allocated to Resiliency (as documented in RFP #1314-007) will be prepared by others.
- Bidding, Construction Management, and Inspection Services – Bidding, construction management, and inspection services ordinarily provided/administered by OWNER are not included in CONSULTANT's SERVICES.

PART III – GUIDANCE DOCUMENTS

The IRIP shall be prepared within the context of the following guidance documents:

- Request for Proposal for Professional Services for Infrastructure Recovery and Implementation Plan (RFP # 1314-007), City of Moore, April 2014.
- Disaster Recovery Program Action Plan, City of Moore, March 2014.
- Hurricane Sandy Rebuilding Strategy, United States Department of Housing and Urban Development (HUD), 2013.
- CPD Green Retrofit Checklist, HUD, March 2014.
- International Energy Conservation Code (IECC), 2006.
- Enterprise Green Communities Criteria, Enterprise Community Partners, Inc., 2011.
- American with Disabilities Act (ADA) Standards for Accessible Design, Department of Justice, 2010.
- Walkability Checklist, United States Federal Highway Administration, latest edition.
- Walkability Audit Survey Tool, Walkable and Livable Communities Institute, latest edition.

PART IV – GENERAL PERFORMANCE REQUIREMENTS

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

1. To prepare and furnish a complete and detailed final IRIP as called for in "DESCRIPTION OF PROJECT".
2. To provide public involvement participation, coordination and support between the OWNER, the effected local business owners, residents, and community based organizations. Such services shall include, but not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
3. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT's office.
4. To coordinate its CONSULTANT's work with other consultants on related projects, if any, and to furnish and share data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for related work.
5. To prepare and/or update CONSULTANT's project cost-estimates at each submittal milestone as appropriate.
6. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.
7. To assist OWNER with preparation of construction drawings and specifications for projects identified during development of the IRIP per the procedure identified in Attachment A2 – Additional Services.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT's fee and PROJECT schedule. The WBS is an expansion on the general requirements presented PARTS I through IV. All requirements set forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

Task 1 – Project Initiation

The CONSULTANT will participate in one (1) kick-off meeting with the OWNER to review the STUDY AREA, establish common objectives and milestones, determine the priorities for the project, and identify respective roles and responsibilities. Specific tasks associated with this effort shall include the following:

- a. CONSULTANT shall arrange date and time of initial meeting with OWNER and selected sub-consultants. Date and time of field review of STUDY AREA and post-field review meeting shall also be arranged and coordinated.
- b. CONSULTANT shall prepare a meeting and field-review agenda and distribute to the OWNER not less than 2-days prior to the kick-off-meeting.
- c. CONSULTANT shall complete limited photo-documentation of STUDY AREA as required to develop and determine project priorities.
- d. CONSULTANT will gather and index all available information from OWNER, including:
 1. Copies of all existing studies and plans.
 2. Applicable Federal Reserve Notices:
 - i. FR-5582-N-01.
 - ii. FR-5696-N-01.
 - iii. FR-5696-N-04.
 - iv. FR-5696-N-07.
 - v. FR-5696-N-09.
 - vi. FR-5710-N-01.
 3. 2006 City of Moore Comprehensive Plan.
 4. 2012 City of Moore Parks and Recreation Master Plan.
 5. CDBG-DR Action Plan.
 6. 2013 Comprehensive Housing Market Analysis.
 7. Traffic studies.
 8. Current traffic counts.
 9. Current ArcMap files.
 10. Current aerial photography.
- e. CONSULTANT shall prepare meeting minutes and distribute to the OWNER and any involved sub-consultants within 3-days of meeting.

Task 2 – Initial Data Collection and Assessment

- A. The CONSULTANT will complete a comprehensive evaluation of the public infrastructure contained within the STUDY AREA. This evaluation shall include streets, storm drainage, water systems, wastewater systems, sidewalk, bikeways, and trails. Specific tasks associated with this effort shall include the following:
1. Streets
 - a. CONSULTANT shall perform a field review of all public streets within the STUDY AREA to assess damages which are visually observable and appear to have resulted, either directly or indirectly, as a result of the May 20, 2013 Tornado. Photographs and field notes shall be developed for each street as necessary to fully document field review activities. Said items shall be indexed for later incorporation into the IRIP.
 - b. CONSULTANT shall review the existing public street inventory within the STUDY AREA with the OWNER to identify project opportunities to (1) harden existing infrastructure or (2) improve the resiliency of the community after future disasters. This review shall take into consideration available traffic counts, current condition, anticipated remaining design life, and projected future needs.
 - c. CONSULTANT shall develop a Project Rating Index (PRI) for Street Projects to help communicate (1) the degree of repairs or construction needed, (2) whether the need for the repairs or construction is a result, either directly or indirectly, of the May 20, 2013 Tornado, and (3) whether completion of the repairs or construction will serve to harden existing infrastructure or provide additional community resiliency after future disasters. A Threshold PRI Value will be identified to communicate the CONSULTANT's opinion of whether or not the repair/construction work will qualify for CDBG-DR funding.
 - d. CONSULTANT shall develop a comprehensive list and summary exhibit of all potential Street Projects within the STUDY AREA and the associated PRI assigned to each. Said items shall be formatted for later inclusion in the IRIP.
 2. Storm Drainage
 - a. CONSULTANT shall perform a field review of all public drainage infrastructure within the STUDY AREA to assess damages which are visually observable and appear to have resulted, either directly or indirectly, as a result of the May 20, 2013 Tornado. Photographs and field notes shall be developed for each street as necessary to fully document field review activities. Said items shall be indexed for later incorporation into the IRIP.
 - b. CONSULTANT shall review the existing public drainage infrastructure within the STUDY AREA with the OWNER to identify project opportunities to improve the resiliency of the community after future disasters. This review shall take into consideration available drainage information, current condition, anticipated remaining design life, and projected future needs.
 - c. CONSULTANT shall develop a Project Rating Index (PRI) for Storm Drainage Projects to help communicate (1) the degree of repairs or construction needed, (2) whether the need for the repairs or construction is a result, either directly or indirectly, of the May 20, 2013 Tornado, and (3) whether completion of the repairs or construction will serve to harden existing infrastructure or provide additional community resiliency after future disasters. A Threshold PRI Value will be identified to communicate the CONSULTANT's opinion of whether or not the repair/construction work will qualify for CDBG-DR funding.
 - d. CONSULTANT shall develop a comprehensive list and summary exhibit of all potential Storm Drainage Projects within the STUDY AREA and the associated PRI assigned to each. Said items shall be formatted for later inclusion in the IRIP.
 3. Water Distribution Systems

- a. CONSULTANT shall perform a field review of all public water distribution systems within the STUDY AREA to assess damages which are visually observable and appear to have resulted, either directly or indirectly, as a result of the May 20, 2013 Tornado. Photographs and field notes shall be developed for each street as necessary to fully document field review activities. Said items shall be indexed for later incorporation into the IRIP.
 - b. CONSULTANT shall review the existing public water distribution systems within the STUDY AREA with the OWNER to identify project opportunities to improve the resiliency of the community after future disasters. This review shall take into consideration available water usage information, current condition, anticipated remaining design life, and projected future needs.
 - c. CONSULTANT shall develop a Project Rating Index (PRI) for Water Distribution Projects to help communicate (1) the degree of repairs or construction needed, (2) whether the need for the repairs or construction is a result, either directly or indirectly, of the May 20, 2013 Tornado, and (3) whether completion of the repairs or construction will serve to harden existing infrastructure or provide additional community resiliency after future disasters. A Threshold PRI Value will be identified to communicate the CONSULTANT's opinion of whether or not the repair/construction work will qualify for CDBG-DR funding.
 - d. CONSULTANT shall develop a comprehensive list and summary exhibit of all potential Water Distribution System Projects within the STUDY AREA and the associated PRI assigned to each. Said items shall be formatted for later inclusion in the IRIP.
4. Wastewater Systems
- a. CONSULTANT shall perform a field review of all public wastewater systems within the STUDY AREA to assess damages which are visually observable and appear to have resulted, either directly or indirectly, as a result of the May 20, 2013 Tornado. Photographs and field notes shall be developed for each street as necessary to fully document field review activities. Said items shall be indexed for later incorporation into the IRIP.
 - b. CONSULTANT shall review the existing wastewater systems within the STUDY AREA with the OWNER to identify project opportunities to improve the resiliency of the community after future disasters. This review shall take into consideration available sanitary sewer generation rates, current condition, anticipated remaining design life, and projected future needs.
 - c. CONSULTANT shall develop a Project Rating Index (PRI) for Wastewater System Projects to help communicate (1) the degree of repairs or construction needed, (2) whether the need for the repairs or construction is a result, either directly or indirectly, of the May 20, 2013 Tornado, and (3) whether completion of the repairs or construction will serve to harden existing infrastructure or provide additional community resiliency after future disasters. A Threshold PRI Value will be identified to communicate the CONSULTANT's opinion of whether or not the repair/construction work will qualify for CDBG-DR funding.
 - d. CONSULTANT shall develop a comprehensive list and summary exhibit of all potential Wastewater System Projects within the STUDY AREA and the associated PRI assigned to each. Said items shall be formatted for later inclusion in the IRIP.
5. Sidewalks
- a. CONSULTANT shall perform a field review of all existing public sidewalks within the STUDY AREA to assess damages which are visually observable and appear to have resulted, either directly or indirectly, as a result of the May 20, 2013 Tornado. Photographs and field notes shall be developed for each street as necessary to fully document field review activities. Said items shall be indexed for later incorporation into the IRIP.

- b. CONSULTANT shall review the existing sidewalk inventory within the STUDY AREA with the OWNER to identify project opportunities to improve the resiliency of the community after future disasters. This review shall take into consideration guidance documents provided by the OWNER, current condition, anticipated remaining design life, and projected future needs.
 - c. CONSULTANT shall develop a Project Rating Index (PRI) for Sidewalk Projects to help communicate (1) the degree of repairs or construction needed, (2) whether the need for the repairs or construction is a result, either directly or indirectly, of the May 20, 2013 Tornado, and (3) whether completion of the repairs or construction will serve to harden existing infrastructure or provide additional community resiliency after future disasters. A Threshold PRI Value will be identified to communicate the CONSULTANT's opinion of whether or not the repair/construction work will qualify for CDBG-DR funding.
 - d. CONSULTANT shall develop a comprehensive list and summary exhibit of all potential Sidewalk Projects within the STUDY AREA and the associated PRI assigned to each. Said items shall be formatted for later inclusion in the IRIP.
6. Bikeways and Trails:
- a. CONSULTANT shall perform a field review of all existing public bikeways/trails within the STUDY AREA to assess damages which are visually observable and appear to have resulted, either directly or indirectly, as a result of the May 20, 2013 Tornado. Photographs and field notes shall be developed for each street as necessary to fully document field review activities. Said items shall be indexed for later incorporation into the IRIP.
 - b. CONSULTANT shall review the existing bikeway/trail inventory within the STUDY AREA with the OWNER to identify project opportunities to improve the resiliency of the community after future disasters. This review shall take into consideration guidance documents provided by the OWNER, current condition, anticipated remaining design life, and projected future needs.
 - c. CONSULTANT shall develop a Project Rating Index (PRI) for Bikeway/Trail Projects to help communicate (1) the degree of repairs or construction needed, (2) whether the need for the repairs or construction is a result, either directly or indirectly, of the May 20, 2013 Tornado, and (3) whether completion of the repairs or construction will serve to harden existing infrastructure or provide additional community resiliency after future disasters. A Threshold PRI Value will be identified to communicate the CONSULTANT's opinion of whether or not the repair/construction work will qualify for CDBG-DR funding.
 - d. CONSULTANT shall develop a comprehensive list and summary exhibit of all potential Bikeway/Trail Projects within the STUDY AREA and the associated PRI assigned to each. Said items shall be formatted for later inclusion in the IRIP.
- B. The CONSULTANT will complete a Walkability Audit of the areas around Plaza Towers Elementary School and Highland East Junior High. The limits of this study shall be coordinated with the OWNER prior to initiation of work. The Walkability Audit shall consist of the following components:
- 1. Public: The CONSULTANT shall arrange and coordinate one (1) public workshop in each area. At each workshop, the CONSULTANT shall provide a brief presentation of the purpose of the meeting and shall oversee the collection of data from each participant via the *Walkability Checklist* (see Part III – Guidance Documents).
 - 2. Expert: The CONSULTANT will conduct a walkability audit utilizing the protocols outlined in the *Walkability Audit Survey Tool* (see Part III – Guidance Documents). Walking Audit Route Maps, Street and Intersection Sketches, and data discussed in the tool's Survey Legend shall be collected as appropriate.

3. All information collected from each component of the Walkability Audit shall be indexed and organized in an appropriate fashion for later incorporation into the IRIP.
- C. The CONSULTANT will review the STUDY AREA with the OWNER to develop a list of potential locations for streetscape and/or gateway work. In conjunction with this effort, the CONSULTANT shall also complete the following activities:
4. CONSULTANT shall perform a field review of all potential streetscape/gateway locations within the STUDY AREA. Photographs and field notes shall be developed for each corridor as necessary to fully document field review activities. Said items shall be indexed for later incorporation into IRIP.
 5. CONSULTANT shall develop a Project Rating Index (PRI) for Streetscape/Gateway Projects to help identify the degree to which each potential project location within the STUDY AREA may benefit from the anticipated improvements.
 6. CONSULTANT shall develop a comprehensive list of all potential Streetscape/Gateway Projects within the STUDY AREA and the associated PRI assigned to each.

Task 3 – Progress Meetings

The CONSULTANT shall coordinate the time and location of progress meetings with the OWNER as necessary to fully inform the OWNER and their Steering Committee of the status of the project. The Progress Meetings listed below are included in the Scope of Basic Services. Specific project milestones to be achieved (and deliverables to be provided and/or presented) in conjunction with each Progress Meeting shall be as follows:

- a. Progress Meeting No. 1 (25% - Completion of Task 2):
 1. PRI methodology for each infrastructure category (Streets, Storm Drainage, Water Distribution Systems, Sanitary Sewer Collection Systems, Sidewalks, Bikeways/Trails, and Streetscape/Gateway).
 2. Walkability Audit for Plaza Towers Elementary and Highland East Junior High.
 3. Listing of all potential projects and associated PRI within each infrastructure category (Streets, Storm Drainage, Water Distribution Systems, Sanitary Sewer Collection Systems, Sidewalks, Bikeways/Trails, and Streetscape/Gateway).
 4. Preliminary maps and exhibits shall be prepared as necessary to communicate all information collected to date.
- b. Progress Meeting No. 2 (50% - Completion of Task 4):
 1. Results of Public Outreach Program.
 2. Revised listing of all potential projects and associated PRI within each infrastructure category (Streets, Storm Drainage, Water Distribution Systems, Sanitary Sewer Collection Systems, Sidewalks, Bikeways/Trails, and Streetscape/Gateway). Revised listing shall be reflective of citizen interests and opinions gathered as a result of the Public Outreach Program.
- c. Progress Meeting No. 3 (75% - Completion of Task 5):
 1. Project Scope Narratives.
 2. Project Cost-Estimates.
 3. Project Funding Analysis.
- d. Progress Meeting No. 4 (95% - Completion of Task 6):
 1. Prioritized Project Listing.
 2. Project Implementation Schedule.

3. Full-color Concept Plans.

Task 4 – Public Outreach Program

Following the completion of all activities associated with Data Collection and Assessment (Task 2), the CONSULTANT shall assist the OWNER with development of a Public Outreach Program for the PROJECT. It is anticipated that this program will be limited to the following three (3) efforts:

- a. Public Meeting:
 1. The CONSULTANT shall attend one (1) public meeting. Meeting time and location shall be coordinated by OWNER. At this meeting, the CONSULTANT shall present a brief overview of the PROJECT as well as the information developed in conjunction with Task 2.
 2. Prior to meeting, CONSULTANT shall work with the OWNER to develop a brief Citizen Questionnaire to ascertain citizen preference and interests as it relates to projects under consideration as a part of the IRIP. It is anticipated that the Citizen Questionnaire will take the form of multiple choice and visual preference questions.
 3. CONSULTANT shall coordinate and oversee distribution of the Citizen Questionnaire at the Public Meeting as well as the collection of completed Citizen Questionnaires at the completion of the meeting.
- b. On-line Survey Tool:
 1. Upon selection of a specific on-line survey tool by the OWNER, the CONSULTANT shall provide Citizen Questionnaire to OWNER in digital format compatible with on-line survey tool.
- c. Development of Summary Data:
 1. CONSULTANT shall compile all data collected at the Public Meeting as well as results received by the OWNER from the On-line Survey Tool. Compiled data shall be indexed and organized in an appropriate fashion for later incorporation into the IRIP.

Task 5 – Evaluation and Prioritization

The CONSULTANT shall review all information collected to date and determine needed infrastructure improvements, establish construction cost-estimates, and prioritize projects. It is anticipated that completing these activities will involve the following specific tasks:

- a. Development of Project Scopes: The CONSULTANT shall combine individual infrastructure projects identified as a part of Task 2 and Task 4 into logical scopes of work and develop a Project Scope Narrative for each. This narrative shall be brief in nature and shall generally describe the improvements contemplated by the CONSULTANT in conjunction with the project. Project Scope Narratives shall be formatted as appropriate for later incorporation into the IRIP.
- b. Development of Project Cost-Estimates: For each project, the CONSULTANT shall prepare a budgetary cost-estimate for inclusion in the IRIP. Budgetary cost-estimates shall be based on available information including publicly available bid tabulations and/or information provided by the OWNER.
- c. Project Funding Analysis: The CONSULTANT will prepare a summary list and/or narrative document describing the potential funding source(s) for each project. The goal of this effort will be to identify (1) projects which can be funded by the CDBG-DR program, (2) projects which can be funded by programs/agencies outside of the CDBG-DR program, and (3) projects which will require funding by the OWNER. For projects which are not anticipated to be funded by the OWNER, the governing agency associated with the funding will be identified as well as any specific requirements/applications associated with receiving the funding.

Task 6 – Recommendations

Based on the work completed as a part of Task 5, the CONSULTANT shall develop final recommendations for review and consideration by the OWNER. It is anticipated that these recommendations will build upon information developed as a part of Task 5 and will include the following additional deliverables and/or pieces of information:

- a. Prioritized Project Listing: Upon completion of all work associated with Task 5, the CONSULTANT shall assign a priority to each project. Priority shall be assigned by the CONSULTANT based on project scope, project cost-estimates, anticipated funding approach, and direction from the OWNER. A Prioritized Project Listing shall be developed to communicate the scope, cost, and relative priority of each included project.
- b. Project Implementation Schedule: Utilizing the Prioritized Project Listing and the proposed Project Funding Approach, the CONSULTANT shall prepare a Project Implementation Schedule which identifies the proposed start and end date for each project. This schedule shall be reflective of the CONSULTANT's knowledge of the scope of each project as well as application processes associated with additional funding sources. The Project Implementation Schedule shall be prepared in tabular and/or Gantt Chart Format for later inclusion in the IRIP.
- c. Full-color Concept Plans: The CONSULTANT shall prepare full-color concept plans for streetscapes, gateways, select intersections, pedestrian crossings, and trails. Scale shall be as specified by OWNER. Said Plans shall be formatted as appropriate for inclusion in IRIP.

Task 7 – Final Plan

- A. Final Plan: Following the OWNER's acceptance of recommendations provided by the CONSULTANT, the CONSULTANT will prepare the FINAL IRIP. The final document shall include an executive summary as well as a comprehensive narrative documenting the activities completed during development of the plan. The following documents and/or data will be included in the FINAL IRIP (data to be organized by Infrastructure Category as appropriate):
 - a. Initial Data Collection and Assessment (Task 2)
 - a. Field Notes.
 - b. Photographic Documentation.
 - c. PRI Methodology.
 - d. Project Listing with Assigned PRI
 - b. Public Outreach Program (Task 4)
 - a. Sample Citizen Questionnaire.
 - b. Data compiled from Citizen Questionnaire.
 - c. Project Listing with Revised PRI.
 - c. Evaluation and Prioritization (Task 5)
 - a. Project Scope Narratives.
 - b. Project Cost-Estimates.
 - c. Prioritized Project Listing.
 - d. Recommendations (Task 6)
 - a. Full-color Concept Plans.
 - b. Project Funding Approach.
 - c. Project Implementation Schedule.

- B. Public Meeting: Following completion of the FINAL IRIP, the CONSULTANT shall attend one (1) public meeting. Meeting time and location shall be coordinated by OWNER. At this meeting, the CONSULTANT shall present an overview of the FINAL IRIP and shall cover in detail the Prioritized Project Listing as well as the Project Implementation Schedule. Exhibits of all Full-color Concept Plans will be provided as appropriate.

PART VI – SUBMITTAL REQUIREMENTS

CONSULTANT shall provide and submit the following deliverables to the Owner:

- a. 25% Completion (Progress Meeting 1)
 - i. One (1) electronic copy of the DRAFT IRIP in PDF Format.
 - ii. Five (5) color, spiral-bound copies of the DRAFT IRIP.
- b. 50% Completion (Progress Meeting 2)
 - i. One (1) electronic copy of the DRAFT IRIP in PDF Format.
 - ii. Five (5) color, spiral-bound copies of the DRAFT IRIP.
- c. 65% Completion (Progress Meeting 3)
 - i. One (1) electronic copy of the DRAFT IRIP in PDF Format.
 - ii. Five (5) color, spiral-bound copies of the DRAFT IRIP.
- d. 95% Completion (Progress Meeting 4)
 - i. One (1) electronic copy of the DRAFT IRIP in PDF Format.
 - ii. Five (5) color, spiral-bound copies of the DRAFT IRIP.
- e. Final Plan
 - i. One (1) electronic copy of the Final IRIP in PDF Format.
 - ii. Fifty (50) color, spiral-bound copies of the Final IRIP.

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis.

PART VII – MUTUAL AGREEMENTS

OWNER and CONSULTANT mutually agree:

- a. SERVICES to be performed by CONSULTANT shall include and encompass those services identified in "PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS". ADDITIONAL SERVICES to be performed by CONSULTANT shall include those items included in Attachment A2 and shall be completed only with written authorization from the OWNER.
- b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.
- c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT'S construction cost-estimates shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual construction costs will not vary from CONSULTANT'S construction cost estimates.
- d. All tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and

sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. No commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans

- e. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.
- f. CONSULTANT shall sign the final product of CONSULTANT'S efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.
- g. CONSULTANT shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- h. CONSULTANT and its sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER.

ATTACHMENT A2 SCOPE OF ADDITIONAL SERVICES

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

- a. Providing assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the OWNER's own forces.
- b. Providing design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond Basic Services requirements.
- c. Revisions in documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
- d. Production of miscellaneous presentation materials beyond Basic Services requirements.
- e. Preparing documents for right-of-way or easement acquisition by OWNER.
- f. Completion of geotechnical investigations.
- g. Completion of boundary or topographic surveys as necessary to develop project scopes and cost-estimates.
- h. Development of Geographic Information Systems or associated databases.
- i. Preparation of construction drawings and specifications for projects developed as a part of the IRIP.
- j. Assistance with bid administration and construction administration for projects developed as part of the IRIP.

Compensation for Additional Services: Compensation for Additional Services shall be on a time and materials basis. When the need for Additional Services is identified by the OWNER or CONSULTANT, the CONSULTANT shall prepare and submit to the OWNER an Additional Services Agreement detailing the anticipated scope of work and an estimated cost to complete said work based on rates identified in Attachment C. All Additional Services shall require written acceptance of the Additional Services Agreement by the OWNER prior to performance of the services. Invoices submitted for Additional Services shall represent only hours actually worked on this Project by the CONSULTANT's employees, sub-consultants, and subcontractors and shall be accounted for separately for each Additional Services Agreement.

ATTACHMENT C COMPENSATION

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

- I. **PAYMENTS FOR SERVICES AND EXPENSES OF CONSULTANT (BASIC SERVICES):** For completing the Scope of Services provided in Attachment A1, the CONSULTANT shall be paid a fee of One-Hundred and Fifty Thousand Dollars (\$150,000) with the following breakdown:

Task No.	Description	Fee
1	Project Initiation	\$15,000
2	Initial Data Collection & Assessment	\$35,000
3	Progress Meetings	\$15,000
4	Public Outreach Program	\$15,000
5	Evaluation and Prioritization	\$25,000
6	Recommendations	\$30,000
7	Final Plan	\$15,000
Total		\$150,000

- II. **PAYMENTS FOR SERVICES AND EXPENSES OF CONSULTANT (ADDITIONAL SERVICES):** Services completed by the CONSULTANT which are outside of the Scope of Work provided in Attachment A1 shall be paid based on the CONSULTANT's actual expenditures at the labor category rates set forth in the Rate SCHEDULE below:

Description	Rate
Principal	\$170 / hour
GIS Consultant	\$105 / hour
Professional Engineer	\$110-150 / hour
Geologist	\$125 / hour
Professional Land Surveyor	\$115 - \$125 / hour
Staff Professional	\$80-110 / hour
Environmental Scientist	\$115 / hour
Environmental Specialist	\$70-75 / hour
Environmental Technician	\$65 / hour
Field Technician	\$50-75 / hour

Description	Rate
CADD Technician	\$80 / hour
Data Reduction / Office Calculations	\$95 / hour
Expert Testimony	\$310 / hour
Clerical	\$55 / hour
Two-Man Survey Party	\$110-125 / hour
Mileage for car	Current IRS rate
Mileage for truck	Current IRS rate
Per diem (overnight stays only)	Current IRS rate
GPS/RTK Robotic Equipment	\$45 / hour
ATV (4-wheel)	\$40 / half-day
Sub-contracts and reimbursable expenses	Cost + 10%

- III. **REIMBURSABLE EXPENSES:** Compensation for reimbursable expenses incurred by CONSULTANT in completing the BASIC SERVICES shall be billed to the OWNER at Cost + 10%. Reimbursable expenses shall include, but are not limited to the following:
- A. Cost of services performed by sub-consultants. Cost of services shall include reimbursable expenses incurred by sub-consultants and shall not exceed \$79,000 after markup.
 - B. Cost of reprographic expenses incurred by CONSULTANT. Said expenses shall include preparation of reports, exhibits, plans, and specifications.
 - C. Cost of on-line survey tools or associated expenses associated with Public Outreach Program (Task 4).
 - D. Cost of travel expenses incurred by CONSULTANT.

IV. **TIMES OF PAYMENT**

- A. CONSULTANT shall submit monthly statements for services rendered in accordance with the following schedule:
 - 1. For BASIC SERVICES, the compensation will be based on CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing and agreed upon by OWNER.
 - 2. For ADDITIONAL SERVICES compensation will be based on the CONSULTANT's actual number of manhours rendered at the time of billing plus itemized reimbursable expenses (multiplied as set forth in the Fee Schedule above). An estimated cost for ADDITIONAL SERVICES shall be provided by CONSULTANT to OWNER for review and approval prior to proceeding with any services considered by the CONSULTANT to be outside of the Scope of Work described in Attachment A1.
- B. OWNER shall make prompt monthly payments in response to CONSULTANT's monthly statements.

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

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

I. OWNER RESPONSIBILITIES

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

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT, or shall reimburse CONSULTANT for the cost of, any Geotechnical Investigations which become necessary for development of the IRIP.
2. OWNER shall furnish to CONSULTANT, or shall reimburse CONSULTANT for the cost of, any Traffic Studies which become necessary for development of the IRIP.



ENVICLE-01 C WALTRIP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2014

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

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

PRODUCER Agar-Ford-Jarmon & Muldrow 3101 West Tecumseh Road, Suite 202 Norman, OK 73072	CONTACT NAME:	
	PHONE (A/C, No, Ext): (405) 321-2700	FAX (A/C, No): (405) 360-8892
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AIG Specialty Insurance Company		26883
INSURER B: Commerce and Industry Insurance Co.		19410
INSURER C: Berkshire Hathaway Homestate Ins Co		20044
INSURER D: Catlin Specialty Insurance Company		15989
INSURER E:		
INSURER F:		

INSURED
Enviro Clean Services, LLC/Cardinal Engineering Inc.
Lemke Land Surveying
P.O. Box 721090
Oklahoma City, OK 73172-1090

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTOR POLL LIAB <input checked="" type="checkbox"/> \$25,000. DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PROP11478727	05/17/2014	05/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Contractor Poll \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CA6061897	05/17/2014	05/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PROU11478731	05/17/2014	05/17/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	OKW001346	05/17/2014	05/17/2015	<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
D	PROFESSIONAL			CPV6838600115	01/31/2014	01/31/2015	PER CLAIM LIMIT 2,000,000
D	LIABILITY			CPV6838600115	01/31/2014	01/31/2015	DEDUCTIBLE 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Claims Made Retro Date 04-30-96 - Enviro Clean Services, LLC.

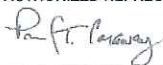
Professional Liability Claims Made Retro Date 12-03-93 - Cardinal Engineering Inc.

Additional Insured: The City of Moore, its parent company, affiliated and subsidiary entities, directors, officers and employees as respects General Liability and Auto as per written contract.

Cancellation: Should Any Of The Above Described Policies Be Cancelled Before The Expiration Date Thereof, The Issuing Insurer Will Endeavor To Mail 30 Days Written Notice To The Certificate Holder, But Failure To Do So Shall Impose No Obligation Or Liability Of Any Kind Upon The Insurer, Its Agents Or Representatives.

CERTIFICATE HOLDER

CANCELLATION

City of Moore Attn: Steve Eddy 301 North Broadway, Suite 200 Moore, OK 73160	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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City of Moore

301 N. Broadway, Moore, OK 73160 | (405) 793-5000 | www.cityofmoore.com

July 9, 2014

Jason Cotton, PE
Cardinal Engineering, Inc.
1015 North Broadway, Suite 300
Okla. City, OK 73102

RE: RFP #1314-007, May 20th 2013 Tornado Area Infrastructure Recovery and
Implementation Plan, Moore, Oklahoma

Dear Mr. Cotton:

Enclosed you will find two (2) signed and executed agreements for the above referenced project that was approved by the City Council on July 7, 2014.

Please have them signed and return one to me for our files.

If you have any questions, please contact me.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Carol Folsom'.

Carol Folsom
Purchasing Agent

Enclosures

SAM Search Results
List of records matching your search for :

Search Term : Cardinal* Engineering*
Record Status: Active

ENTITY Cardinal Engineering, LLC Status:Active
DUNS: 962173261 +4: CAGE Code: 5Y997 DoDAAC:
Expiration Date: Apr 21, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 810 Potomac Ave. SE, Suite 202 City: Washington State/Province: DISTRICT OF COLUMBIA ZIP Code: 20003-3600 Country: UNITED STATES
ENTITY Cardinal Engineering Corp Status:Active
DUNS: 051288264 +4: CAGE Code: 5XZZ2 DoDAAC:
Expiration Date: Dec 19, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 1 Mook Rd City: NEWPORT State/Province: KENTUCKY ZIP Code: 41071-5465 Country: UNITED STATES
ENTITY Cardinal Engineering, Inc. Status:Active
DUNS: 807785845 +4: CAGE Code: 1YWP5 DoDAAC:
Expiration Date: Jul 18, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 1015 N Broadway Ave Ste 300 City: Oklahoma City State/Province: OKLAHOMA ZIP Code: 73102-5849 Country: UNITED STATES