City of Edmond

Notice of Public Meeting

The City of Edmond encourages participation from all its citizens. To request an accommodation due to a disability, please contact the ADA Coordinator at least 48 hours prior to a scheduled meeting. The ADA Coordinator can be contacted by email: ADAcoordinator@edmondok.gov or phone: 405-359-4518.

Public Works Committee
Regular Meeting Agenda
City Hall Main Street Conference Room A, 22 E. Main Street Edmond, Oklahoma
5:00 p.m., Wednesday, May 27, 2026

Notice to the Public

Official action can only be taken on items which appear on the agenda. The Public Works Committee may discuss, adopt, approve, amend, reject, deny, strike or continue any item listed on the agenda. When more information is needed to act on an item, the Public Works Committee may refer the matter to the Public Works Committee staff. The Public Works Committee may also refer items to the standing committees of the Committee for additional study. Under certain circumstances, items are deferred/continued to a specific later date or stricken from the agenda entirely.

1. Call to Order.

2. Consideration of Approval of Meeting Minutes: May 13, 2026

3. Consideration of Approval of Professional Service Supplemental Contract with Halff Associates, Inc., for additional survey needed for Development of Construction Documents for a Shared-Use Trail Located at Arcadia Lake, between 15th Street and 33rd Street; $24,411.29. (Citywide)

4. Citizen Comments.

   This is an opportunity for residents and non-residents to address the Public Works Committee on Public Works Committee related matters not on the agenda or scheduled for a public hearing. All remarks must be directed to the Chair of the meeting, are limited to three minutes or less, and must otherwise be made in accordance with Section I of the City Council / Public Works Authority rules, available here and upon request at City Hall.

   Please note that members of the Public Works Committee cannot respond to issues brought up in Citizen Comments if they are not on the agenda, in accordance with state law.

5. Comments from the Public Works Committee Chair and Members.

6. Adjournment.

Public Works Committee **2.**

Meeting Date: 05/27/2026

Submitted For: Steve Lawrence, Director, Engineering

Ward :

Information

Item

Consideration of Approval of Meeting Minutes: May 13, 2026

Attachments

05.13.26 PWC Mtng Min

Public Works Committee Minutes **Wednesday, May 13, 2026**

1. **Call to Order.**

Chairman Moore called the regular meeting of the Edmond Public Works Committee to order at 5:00 pm, Wednesday, May 13, 2026, in the Main Conference Room A located at 22 E. Main St., Edmond, Oklahoma. The agenda for this meeting was posted in the City Hall Building on May 7, 2026, at 3:08 p.m.

Members Present:	Barry Moore Preston Watterson
Staff Present:	Brad Moery, Senior Civil Engineer Steve Lawrence, Director of Engineering Kris Neifing, Director of Water Resources Will Huggins, Senior Water Resources Engineer Brad Moery, Senior Civil Engineer
Absent:	Cindy Holman

2. **Approval of Meeting Minutes – April 8, 2026.**

Motion by Watterson, seconded by Moore, to approve meeting minutes as written. Motion approved as follows:
Yes: Watterson and Moore
No: None

3. **Presentation and Discussion of Owner's Contingency Allowance for Water Resources Construction Contracts. (City Wide)**

Will Huggins, Senior Water Resources Engineer, presented background information regarding the establishment of procedures for utilizing owner's contingency allowances and other allowances within Capital Improvement Project (CIP) construction contracts. Mr. Huggins explained that implementing an owner's contingency allowance would assist in covering unforeseen costs, design errors, owner-initiated scope modifications, building permit expenses, equipment purchases, chemical purchases, and other start-up related activities.

Chairman Moore asked whether it was plausible for bid documents to specify a particular type of equipment, only for staff to later determine that a different type of equipment should have been specified.

Mr. Huggins replied in the affirmative and explained that City staff review design documents at approximately the 95% completion stage and provide comments to the design engineer. If City staff identify incorrect equipment or other issues during the review process, those items are noted for correction prior to the final bid documents being issued. However, if an issue is not identified until contractor drawing submittals are reviewed, and it is confirmed that the bid documents contain an incorrect equipment specification, there may be a cost difference between the originally specified equipment and the corrected equipment. In such instances, owner's contingency allowance funds would be used to cover the cost differential.

Chairman Moore reiterated that, in the example provided, the obligation would rest with the City of Edmond and asked what would occur if the mistake originated from a party other than the City.

Mr. Huggins stated that Errors and Omissions (E&O) coverage may apply to certain engineering-related errors on a project. He explained that it is not typical practice to pursue E&O claims for minor issues, as changes are generally negotiated and the cost differences addressed through the project process. However, E&O claims may be pursued in circumstances involving significant design flaws, such as an improperly designed pump system.

Steve Lawrence, Director of Engineering, stated that City staff strive to hire highly qualified engineers and consultants with strong records of performance, while recognizing that mistakes can occur in any profession. Mr. Lawrence stated that when issues are identified, staff communicate those concerns directly to the engineer for correction.

Mr. Lawrence further stated that the purpose of the agenda item was to formalize the City's existing practices regarding contingency allowances and to ensure the process is contractually documented.

Mr. Huggins stated that Water Resources staff would report allowance expenditures to both the Public Works Committee (PWC) and the Edmond Public Works Authority (EPWA) on a quarterly basis. He added that any unused allowance funds would be deducted through the final Change Order process, and a Final Allowance Report would be submitted to the EPWA.

Chairman Moore asked whether the reports would be provided quarterly to both the PWC and EPWA.

Mr. Huggins responded in the affirmative.

Mr. Huggins stated that the primary objectives of establishing a formal contingency allowance plan were effective risk and change management, as well as minimizing project delays.

Mr. Huggins distributed a handout containing Water Resources contingency allowance examples to the Committee.

Mr. Lawrence stated that City staff have informed contractors that all Change Orders must be reviewed and approved by City consultants and staff. He explained that it would be impractical to present every Change Order to City Council due to the significant amount of time required for both staff and Council Members, particularly on large, multi-year projects.

Mr. Huggins stated that staff intended to receive feedback from the PWC before presenting the item to the EPWA.

Committee Member Watterson stated that he believed the proposed process was a prudent measure; however, further discussion regarding an appropriate contingency threshold would be necessary. He remarked that percentage-based allowances could become unreasonably large on certain projects and should therefore be carefully considered.

Kris Neifing, Director of Water Resources, stated that contingency percentages on Water Treatment Plant projects are typically smaller and noted that the current percentage is approximately 1.5%. He noted a higher percentage may be used for water and sewer line replacement projects as the budgets are smaller. He added that staff continually seek opportunities to reduce costs throughout the course of a project while also addressing necessary expenditures.

Committee Member Watterson asked when the contingency allowance amount is determined.

Mr. Neifing stated that the contingency allowance pay item is established in the bid proposal and is part of the construction contract award.

Mr. Huggins stated that each project brought forward for bidding is presented to the PWC to provide project awareness and/or seek Committee approval to proceed with bidding, including bidder prequalification. He added that staff could include proposed contingency allowance language in those agenda items moving forward.

Committee Member Watterson stated that incorporating percentage language into the agenda item was appropriate and that establishing a general guideline or threshold percentage would be beneficial.

Chairman Moore requested that, for purposes of oversight, checks and balances, and transparency, staff coordinate with City Councilman and Committee Member Watterson prior to presenting the item to the EPWA so he would have an opportunity to review and discuss the matter before it appears on a City Council agenda.

Mr. Huggins stated that discussion regarding percentage thresholds could be incorporated into both the procedures and the presentation to the EPWA. He explained that each contract would include a contingency pay item and that authorization authority would be delegated to the Director of Water Resources. He added that staff could also include additional clarification regarding allowable contingency expenditures.

Committee Member Watterson recommended that the contingency allowance process be implemented City-wide.

Mr. Lawrence stated that he agreed with Committee Member Watterson's recommendation.

Chairman Moore asked Mr. Huggins when the item would be presented to the EPWA.

Mr. Huggins stated that the presentation would likely occur within one month.

Discussion only. No action or vote was taken.

4. **Receive Engineer's Recommendation of Bidder Prequalification for WC24-00010 Arcadia Lake Water Treatment Plant (WTP) WTP-01C Process Improvements project. (City-Wide)**

Mr. Huggins stated that this agenda item was a follow-up to the Public Works Committee's March 11, 2026, discussion regarding the contractor prequalification process. He reported that two applications had been submitted, reviewed by the engineer consultant, and recommendations had been completed. Mr. Huggins stated that both applicants met the established qualification threshold and were subsequently listed in the bid documents as prequalified bidders. He further noted that future reports regarding the prequalification process would also be presented to the Edmond Public Works Authority (EPWA).

Committee Member Watterson asked whether the next step in the process would be issuance of the Request for Proposals (RFP).

Mr. Huggins stated that the bid had already been advertised and that the pre-bid meeting was held earlier that day. Committee Member Watterson asked what had been learned from the implementation of the new process and whether the process had functioned as intended.

Mr. Huggins replied that the process proceeded smoothly and that the consultant reported no issues. He explained that the primary lesson learned was the need to correct two formulas within the scoring spreadsheet. Additionally, staff determined that a second questionnaire was necessary to evaluate project references and personnel references.

Discussion only. No action or vote was taken.

5. **Approval of Task Order No. 3 (General Water Services) with Cowan Group Engineering, LLC under the On-Call Water and Wastewater Engineering Services Agreement; ($100,000.00).**

Mr. Huggins reminded the Committee that the City executed an on-call engineering services contract with Cowan Group Engineering in August 2025. He stated that Task Order No. 3 pertains to general engineering services for the City's water system, with associated work to be performed on a work-order basis.

Mr. Huggins explained that the purpose of Task Order No. 3 is to address permitting issues, complete preliminary design work, and provide services necessary to support the development of formal projects. He stated that the task

order provides a mechanism for staff to request preliminary engineering services from CGE prior to a project becoming an officially established project. Under the process, CGE would submit a work order proposal for City review and approval. Mr. Huggins noted that the expenditure limit for Task Order No. 3 is $100,000.00.
Committee Member Watterson stated that approximately six weeks remain in the current fiscal year and asked whether staff anticipated utilizing the full $100,000.00 amount.

Mr. Lawrence replied that Purchase Orders (POs) may extend across fiscal years.

Committee Member Watterson asked whether that approach would also apply to the 2026 annual contract limit of $1,200,000.00.

Mr. Huggins stated that the on-call contract is structured as a three-year agreement with an annual limit of $1,200,000.00 per fiscal year.

Mr. Neifing stated that the agreement functions as a typical rollover contract.

Motion by Watterson, seconded by Moore, to approve meeting minutes as written. Motion approved as follows:
Yes: Watterson and Moore
No: None

6. **Approval of Task Order No. 4 (WC26-00001 FY27 Water Line – Phase 1) with Cowan Group Engineering, LLC under the ON-Call Water and Wastewater Engineering Services Agreement; ($402,000.00). (City-Wide)**

Mr. Huggins stated that Task Order No. 4 is for the design, bidding, construction, and project closeout phases for the FY27 Water Line project, which includes 16,000 LF of water line improvements.

Motion by Moore, seconded by Watterson, to approve meeting minutes as written. Motion approved as follows:
Yes: Watterson and Moore
No: None

7. **Citizen Comments.**

Taylor Wilson, Edmond resident, stated the question he has that he would like the Committee to ask City staff is, are there any competitive losses by communicating with the bidders, especially when it's down to two or three. He went on to say, probably not, but it's a question when I see us communicating, because it is a public meeting. Additionally, by giving that information early, do you potentially affect the bid or the competitive nature, just knowing the nature of most humans.

Mr. Wilson asked, "Do staff allocate the $100,000.00 that was just approved as effectively as a staff augmentation? We don't have that talent in-house, we're going and buying it, and we need them to go do tasks until we know if it's a project or not. Do they allocate those costs on that staff augmentation back to the original project or is it an on-going staff cost?"

Chairman Moore asked if there were any further citizen comments. No other citizen responded.

8. **Comments from the Public Works Committee Chair and Members.**

Committee Member Watterson thanked the Water Resources Staff for the good work they did on the Water and Wastewater Rate Study.

Chairman Moore stated the Water and Wastewater Rate deliberation was over 20 hours of public discussion and conversation.

Chairman Moore stated that it was mentioned during a City Council meeting to bring items regarding water and Logan County to PWC for further review and discussion.

9. Adjournment.

There being no further business, a Motion to adjourn was made by Watterson and seconded by Moore. Chairman Moore adjourned the meeting at 5:34 pm.

Water Resources
Contingency Allowance
Example

WC23-00003 – TANK-02A (I-35 Complex)

1) The design engineer did not provide sufficient clarity on the modifications related to an existing flow meter vault.
2) A design clarification was issued providing additional detail, which changed the scope of work in the construction contract documents.
3) The modifications result in approximately $80K in additional costs.

Item	Existing Process	Proposed Contingency Process
PCO-12	$80,101.77	$80,101.77
Delay Costs Processing	$70,000.00[1]	$0.00
Total Potential Cost	$150,101.77	$80,101.77

[1] Typically, a minimum of 14 days is required to get an item onto an EPWA agenda and approved. The daily delay cost, if this were a critical path item on this project, is estimated at $5,000 per day.

DC-005: RIM ADJUSTMENT CLARIFICATIONS - GRADING PLAN MODIFICATIONS

Issued By: Gene Crabtree, PE
Issued On: 01/14/2025

CONTROL POINTS AND BENCHMARK			
	NORTHING	EASTING	ELEVATION
BM-1	239751.36	2140197.63	1118.47
CPT-1	239578.42	2139885.59	1111.84
CPT-2	240041.43	2140556.65	1091.51

HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88

LEGEND

PROPOSED
MAJOR CONTOUR 830
MINOR CONTOUR 831

EXISTING
MAJOR CONTOUR 830
MINOR CONTOUR 831

CONCRETE
GRAVEL

SPOT ELEVATION ABBREVIATIONS

X.X %	SLOPE
TC	TOP OF CURB
TP	TOP OF PAVEMENT
SW	TOP OF SIDEWALK
FG	FINISHED GRADE
ME	MATCH EXISTING
HP	HIGH POINT
FL	FLOWLINE
EG	EXISTING GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
TF	TOP OF FOOTING
TG	TOP OF GRATE
TR	TOP OF RIM

KEY MAP

KEY MAP NORTH

Know what's below. Call before you dig.

SCALE

0 10' 20' 40'
SCALE: 1" = 20'

MATCHLINE "A"
SCALE: 1"=10'

MATCH LINE SEE DWG 05CG01

MATCH LINE SEE DWG 05CG03

CONFORMED DOCUMENTS

REV	DATE	BY	DESCRIPTION

DESIGNED
DRAWN
CHECKED
DATE AUGUST 2024

** ORIGINAL SEALED BY SHAUN W. MCCONNAUGHEY 07-02-2024 OKLAHOMA 26779 **

olsson | carollo | edmond A GREAT PLACE TO GROW

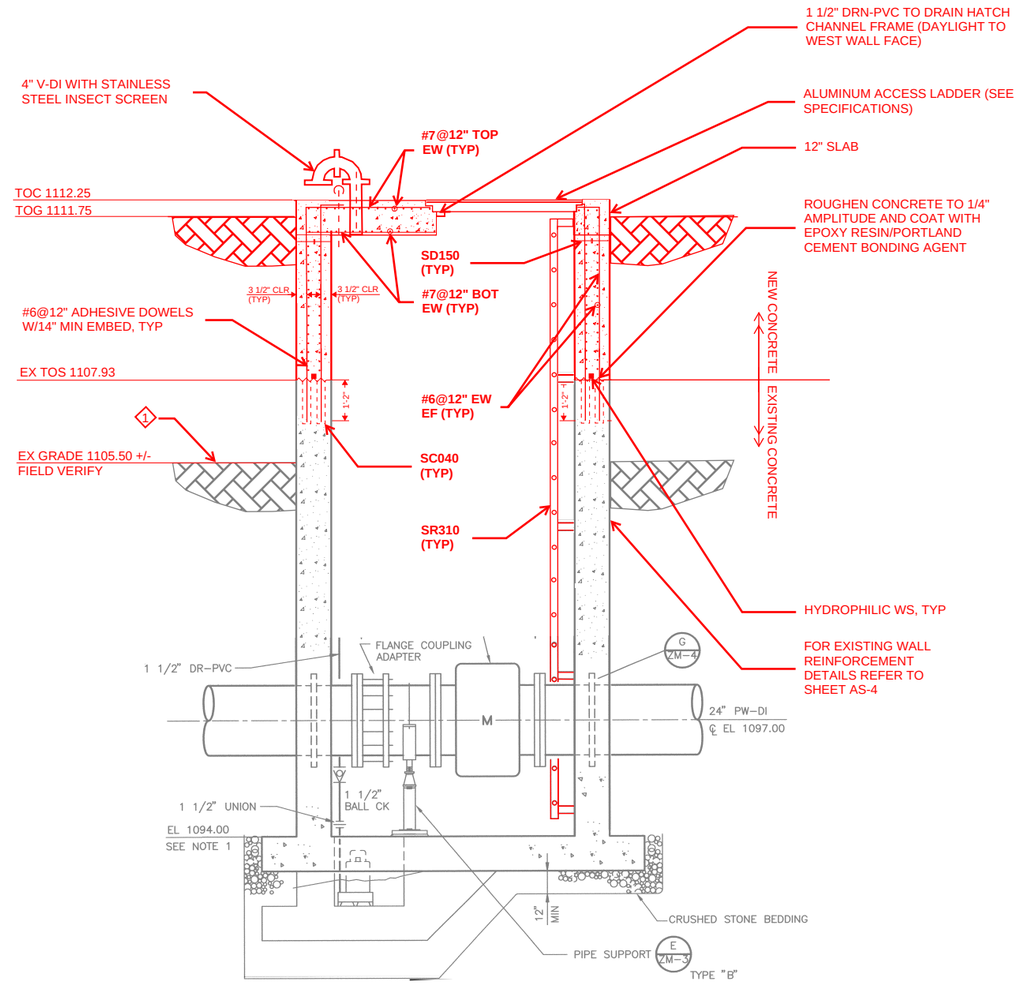
CITY OF EDMOND, OKLAHOMA
I-35 STORAGE IMPROVEMENTS TANK-02A
CIVIL SITE WORK
ENLARGED GRADING PLAN 2

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 9819A.11
DRAWING NO. 05CG02
SHEET NO. 36 OF 155

LAST SAVED BY: BBerg

PROJECT NO.
FILE NAME: 9819A11_05CG00-05CG03.dwg



METER VAULT NO. 2

SECTION 2 / –

1/2" = 1'-0"

NOTES:

1. TOP ELEVATION OF METER VAULT SHALL BE 6 INCHES HIGHER THAN THE FINISHED GRADE AROUND THE VAULT. SEE CIVIL DRAWINGS FOR GRADING AROUND THE VAULT.

2. PROVIDE 1'-2" BAR HOOK EMBEDMENT INTO EXISTING CONCRETE PER TYP SC040 STANDARDS

3. LIVE LOAD = 200 PSF

KEY NOTES:

1. PRIOR TO BACKFILLING, REMOVE ALL EXISTING VEGETATION, ROOTS, AND ORGANIC MATERIAL FROM THE EXISTING GRADE. PREPARE THE SURFACE TO RECEIVE BACKFILL, EXTENDING A MINIMUM OF 5'-0" OUTWARD FROM THE EXTERIOR FACE OF EXISTING WALLS ALONG THE ENTIRE PERIMETER. ENSURE THE AREA IS CLEARED, GRADED, AND PROPERLY COMPACTED IN ACCORDANCE WITH PROJECT REQUIREMENTS BEFORE PLACING BACKFILL.

Chairman – Edmond Public Works Committee

May 13, 2026
Date

Public Works Committee **3.**

Meeting Date: 05/27/2026

Submitted For: Brad Moery, Senior Civil Engineer, Engineering

Email: Brad.Moery@edmondok.gov , Phone: 405-359-4771

Submitted By: Brad Moery, Senior Civil Engineer, Engineering

Ward: 2

City Council Strategic Plan: Strong Tourism and Recreation Program

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Information

Item

Consideration of Approval of Professional Service Supplemental Contract with Halff Associates, Inc., for additional survey needed for Development of Construction Documents for a Shared-Use Trail Located at Arcadia Lake, between 15th Street and 33rd Street; $24,411.29. (Citywide)

Background

In September 2023, City Council approved an agreement with the Oklahoma Department of Transportation (ODOT) to receive $1,000,000.00 in federal funding via the Transportation Alternatives Program (TAP) to fund construction of a trail between Spring Creek Park, Scissortail Campground, and Carl Reherman Park. As part of the agreement, the City of Edmond is responsible for design and the balance of construction costs.

Halff Associates, Inc., was one of the professional service providers selected for on-call trail design services through a public request for qualifications in 2023.

The original executed agreement was reviewed by the following public bodies:

Edmond Bicycle Committee
Parks & Recreation Advisory Board
Arcadia Lake Commission
Capital Improvement Projects Advisory Board
City Council (Sept 2024)

Each group indicated support, and any additional input received from the meetings was reflected in the final Project Description in the attached Original Executed Contract.

As the design has progressed, COE staff and the design team concluded that the trail alignment needed to be adjusted to avoid conflicts with the existing equestrian trail and to provide adequate separation between existing campsites and the proposed alignment. This supplement is for additional survey work needed to accommodate the shift in the trail alignment.

Original Contract Amount: $308,850.00
Design Supplement Amount: $24,411.29
Potential Revised Total Contract Amount: $333,261.29

Time Frame

The consultant would begin the additional survey immediately upon approval.

Issue

Approval of a supplemental contract for additional professional services.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: $24,411.29

Account: 338006-8579 2000 CIP Spring Creek to Carl Reherman

Additional Information :

There is already $2,500,000 budgeted in FY26, which is more than enough to cover the amount of this supplement.

Attachments

Halff Supplemental Proposal

Original Executed Contract

May 1, 2026

Project No. (AVO): 55218.001

The City of Edmond
Mr. Brad Moery
2733 Marilyn Williams Dr.
Edmond, OK 73003

RE: Additional Services Request for Spring Creek to Carl Reherman Trail

Dear Mr. Brad Moery,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Spring Creek to Carl Reherman Trail for The City of Edmond. The scope covers additional topographical and tree survey to support revisions to the path alignment.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A Project Exhibit (**Attachment C**) is also included.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

Jacob Shy
Director, Planning and Landscape Architecture
jshy@halff.com
Cell: 479-466-1766

ATTACHMENT A

PROFESSIONAL SERVICES FOR

SPRING CREEK TO CARL REHERMAN TRAIL

PURPOSE

Halff (CONSULTANT) shall provide additional Landscape Architecture and Engineering Services for the Spring Creek to Carl Reherman Trail, to The City of Edmond (CLIENT). The purpose of this amendment is gather additional survey in order to revise the original trail alignment to better meet the City's desired outcomes, which include preserving existing trees, and avoiding impacts to adjacent campsites and the equestrian trail.

SCOPE

To address these revisions, the following additional services are required:

- **Survey** – Perform additional topographic and tree survey in areas affected by the alignment adjustment.

TASK 1 – ADDITIONAL SURVEY

TASK 1.1 – ADDITIONAL TOPOGRAPHY

ADDITIONAL TOPO FOR ALIGNMENT ADJUSTMENTS:
CONSULTANT shall gather additional survey areas (approximately 3,438.21 linear feet or approximately 6.92 acres per Attachment C) to collect utilities, planimetrics and terrain features. CONSULTANT will be responsible for taking all data types and creating one design ready base map for delivery.

Task 1.1 Deliverables:

- Topographic survey will include all the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, tree lines, flowerbeds, all visible drainage structures, and flow lines, and visible or marked utilities.
    - NOTE: Areas of topographic features where access is not granted will be projected from collected data points.
- City Approved Trail – Survey will label and map the city approved trail alignment and the existing equestrian trail (if applicable) which runs with and near the proposed pedestrian path for location purposes only. Topography will be gathered where the new alignment crosses.

TASK 1.2 – TREE SURVEY

TREE SURVEY:
Individual trees will be located inside the 80’ corridor of survey and within the USACE standards with the understanding this includes trees 4” and larger.

- Tree Cover is approximately 80-90% of project with Blackjack Oak and Cottonwood Trees. Few openings exist through the trail corridor.
- Realignment or adjustment of corridor shall constitute an adjustment in tree survey fee for additional services.
- 8” trees and up will be sized, typed, and tagged
- 4”-7” trees will be location only.
    - All utility companies servicing the project area will be contacted through "CALL OKIE-811" 72 hours prior to field survey. NOTE: Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, 811 utility locate requests from surveyors are often ignored or result in an incomplete response, in which case will be noted in the drawing.
        - All utility information field collected will be placed in the CAD drawing. Halff is NOT responsible for unmarked or mismarked utilities.
    - Storm sewer manholes, sanitary sewer manholes, water valve rims and inverts will be measured for depth (to the connection outside of survey limits).
    - Cross-sections at interval grid to produce contours at 1.0’ minimum density.

BASIS OF COMPENSATION

SPRING CREEK TO CARL REHERMAN TRAIL

The basis of compensation for the services below shall be as follows:

A. **TASK 1 – ADDITIONAL SURVEY..... $24,411.29**

TASK 1.1 – ADDITIONAL TOPOGRAPHY	$14,096.66
TASK 1.2 – TREE SURVEY	$10,314.63

Grand Total $24,411.29

ATTACHMENT B

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

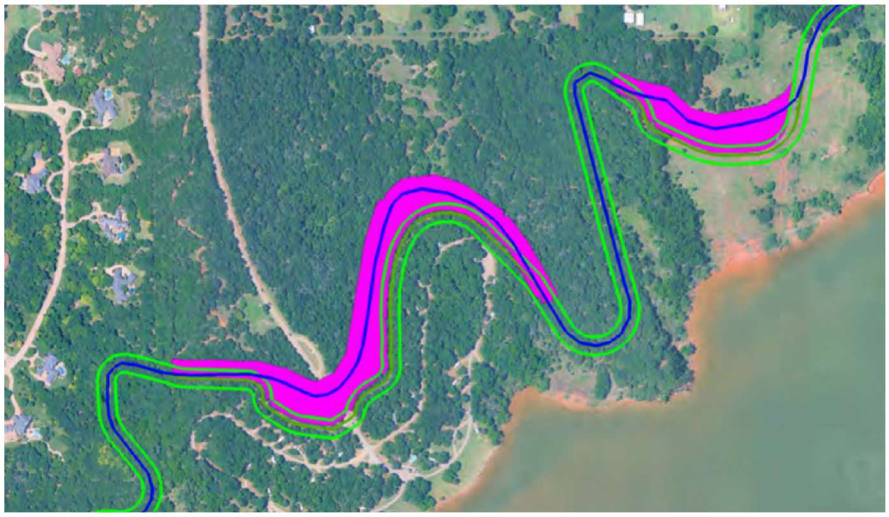
GENERAL:

1. **Work Beyond Scope**
    a. Any work not specifically included in the approved Scope of Services.
    b. Design or development of amenities, areas, or utilities beyond defined project limits.
    c. CLIENT-directed redesigns or revisions after 60% completion, plan approvals, or due to value engineering, budget, or other scope changes.
2. **Additional Deliverables or Meetings**
    a. Additional meetings, submittals, or project phases not identified in the approved scope.
    b. Creation of additional graphics, design alternatives, feasibility studies, or reports not listed as deliverables.
    c. Printing of extra drawings, specifications, or documents beyond project deliverables.
3. **Survey and Field Services**
    a. Additional survey work including easement or right-of-way exhibits, offsite areas, channel cross sections, geospatial surveys, boundary research, or right-of-entry coordination.
    b. Construction staking services.
    c. Mechanical trenching services.
4. **Utility and Traffic Coordination**
    a. Work zone traffic control or detailed traffic/roadway modification plans.
    b. Traffic engineering studies or reports.
5. **Environmental and Regulatory Services**
    a. Subsurface Utility Engineering (SUE) Quality Levels A, B, or C.
    b. Phase I or II Environmental Site Assessments, hazardous material sampling, asbestos or lead paint surveys.
    c. Federal, state, or local review and processing fees.
    d. Preparation of “No Permit Required” letters or other jurisdictional determinations.
6. **Cultural Resources**
    a. Formal NRHP eligibility evaluations, architectural historian services, or curation services.
    b. Documentation or removal of human burials encountered during fieldwork or construction.
7. **Miscellaneous**
    a. Permit or impact fee payments of any kind.
    b. Negotiations or communications with adjacent property owners or offsite stakeholders.
    c. Value engineering services.
    d. Irrigation system design.

ATTACHMENT C

ADDITIONAL SURVEY LOCATION AND LIMITS

Supplemental Area #2 (2,471.06 LF) & #3 (967.15 LF)



SUPPLEMENTAL AREAS SHOWN ARE APPROXIMATE IN NATURE AND SHOWN FOR REFERENCE ONLY. SURVEY LIMITS ARE 40’ FROM PATH CENTERLINE, ON BOTH SIDES, 80’ TOTAL.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **City of Edmond,** an **Oklahoma municipal corporation** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Engineer") for the provision of professional engineering services by Engineer to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall remain in effect for one year and shall automatically renew for one-year terms each year thereafter, subject to budget appropriation as required under Oklahoma law, until terminated as provided in the Scope of Services herein, and as amended as necessary.

II. ENGINEER'S SERVICES. Engineer shall provide to Client engineering services as described in the scope of services attached hereto and fully incorporated herein as **"Exhibit A"** (the "Scope of Services").

a. **Independent Contractor Status.** Engineer shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.

b. **Standard of Care.** Engineer shall perform the services with the normal and customary standard practices of the engineering profession ordinarily used by members of the profession under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").

c. **Timeliness of Performance.** Engineer shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.

d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

III. COMPENSATION AND PAYMENT TERMS.

a. **Payment Terms**. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.

b. **Suspension of Services due to Nonpayment**. It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

c. **Fee and Cost Calculations**. Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

DAP, 8-12-2024
Client Initial / Date

d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.

e. **Taxes**. The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, provided that any such taxes, if incurred, will be included in the fee, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party, as Engineer is considered an authorized agent of Client and so long as Client has access to such third-party property or can reasonably obtain such access, as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party thirty (30) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within thirty (30) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all undisputed services rendered and all undisputed costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

b. **Prohibition Against the Reuse of Deliverables**. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").

c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be

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liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Halff Associates, Inc.
Attn: Legal Department
1201 North Bowser Road
Richardson, TX 75081-2275
Telephone: 214-346-6200
With copies to legalhelp@halff.com

To Client:
City of Edmond
Attn: City Attorney's Office
24 E. 1st Street, Edmond, OK 73034
P.O. Box 2970, Edmond, OK 73083
Tele: (405) 359-4350
Email: contracts@edmondok.gov

VIII. INSURANCE.

Engineer agrees to maintain during the life of this Agreement the following minimum insurance:

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.

b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.

c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.

d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.

e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.

Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

Policies under this Section VII, with the exception of Workers' Compensation and Professional Liability Insurance, shall name Client, its elected officials, directors, officers, and employees as additional insureds.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

b. **Negotiation**. In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made

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by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. **Mediation**. Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. **Litigation**. If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals, but only to the extent such fees, costs and expenses are awarded by a court of competent jurisdiction.

e. **Governing Law and Jurisdiction**. This Agreement shall be administered under the substantive laws of the State of Oklahoma (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in *Oklahoma* County, Oklahoma.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

a. **No Individual Liability**. In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $100,000, WHICHEVER IS LOWER.

c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and only to the extent this waiver is found to be enforceable by a court of competent jurisdiction, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the longer of (1) three

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(3) years from substantial completion of the service giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party, which, for Client, means written consent by its governing body.

XIV. WAIVER. Any failure by Engineer or Client to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer or Client may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party, which, for Client, means signed by its governing body.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

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IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 12th day of August, 2024.

HALFF ASSOCIATES, INC.

By: _____
Signature

JONATHAN HEUSEL
Printed Name

TEAM LEADER
Title

7/30/24
Date

CLIENT: CITY OF EDMOND, ~~Oklahoma~~

By: _____
Signature

Darrell A. Davis
Printed Name

Mayor
Title

8/12/24
Date

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SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Engineering Services by and between **CITY OF EDMOND, Oklahoma** ("Client") and **Halff Associates, Inc.** ("Engineer") dated August 12, 2024 (the "Agreement"), Engineer shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Scope of Services conflicts with the Agreement, the Agreement shall control.

Project Name:

Edmond Trail - Spring Creek to Carl Reherman

Description of Services:

See Attachment A1

Compensation/Fees/Costs/Reimbursement:

See Attachment A1

Schedule:

See Attachment A1

Deliverables:

See Attachment A1

Service Contacts:

Halff Associates, Inc.
Contact Name: Jonathan Heusel, PE
Primary Office Address for Contact:
1111 N. Lee Avenue, Suite 400, Oklahoma City, OK 73103
Telephone: 405.493.0324
Email: jheusel@halff.com

CITY OF EDMOND
Contact Name: Ryan Ochsner
Primary Office Address for Contact: PO Box 2970, Edmond, OK 73083
Telephone: (405) 359-4799
Email: ryan.ochsner@edmondok.gov

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halff

CITY OF EDMOND

CONTRACT NO. _____

ATTACHMENT A1

SCOPE OF SERVICES

SECTION 1: GENERAL SCOPE

I. PURPOSE / PROJECT DESCRIPTION

The purpose of this project is to prepare Preliminary and Final Construction Documents for a section of the Arcadia Trail from Spring Creek to Carl Reherman Park design and amenities package. The goal of the project is to continue and extend an approximately 20-mile multi-use trail around Arcadia Lake. This trail provides walkers, joggers, and cyclists and those of all ages and all abilities to enjoy the natural beauty of the Arcadia Lake area while preserving some native habitat and vegetation around the trail. Services for this project shall include Civil Engineering, Landscape Architecture, Structural Engineering (as needed), Hydraulic and Hydrology Engineering, ROW Services, Surveying and Geotechnical Exploration. The project will reflect compatibility with the Arcadia Lake Needs Analysis and Master Plan. The following are project components and goals for the project:

- The design should visually and functionally complement the existing Spring Creek Trail.
- Trail should be designed to meet current standards for sustainability, accessibility, and user safety.
- The design should take rainwater, drainage, and floodplains into consideration to help minimize trail maintenance after rain events.
- The design should minimize clearing distances and demonstrate high value for the preservation of existing native and other desirable vegetation. The trail will extend through an area of Potential Remnant Forest.
- The project should provide a detailed assessment of trees in this area is needed for the purpose of evaluating alignment preferences.
- The project must identify and consider impacts to other trail types. The project should mitigate displacement of other trail types by planning to accommodate crossings of soft surface trails and providing for relocation of them as needed.
- Provide appropriate community engagement and outreach to ensure there is ample opportunity for the public to be informed of the project and its status.
- Project will be prepared for Oklahoma Department of Transportation Local Government (ODOT) bidding and contracting.

Proposed considerations and scope for Preliminary Design:

(15%) Conceptual Design and (30%) Schematic Design phase includes:

- Develop 15% Conceptual Design Documents, trail layout alignment and field verification of proposed trail segment alignments. Identification of the new alignments for equestrian trails will also be evaluated and confirmed or modified. Locations of potential drainage structures

will also be shown and discussed in preliminary analysis. This information will be shown on a 15% scroll plot of the entire alignment. The City of Edmond (CITY) will provide lidar and aerial imagery information for this preliminary analysis.

- Recognize and document reasonably known restrictions necessary or appropriate for design.
- Identify and document property lines and ROW components for completion of the facility.
- Perform topographical surveys for approved alignment following 15% Conceptual Design Phase.
- Assist with necessary joint-use and agency agreements (as needed).
- Develop 30% Schematic Design Documents, preliminary cost estimates and phasing of proposed trail segment alignments and equestrian trail alignment modifications.

Proposed considerations and scope for Final Construction Documents:

(60%) Design Development, (90%) Construction Documents, (100%) Final Construction Documents and Bidding phase includes:

- Develop (60%) Base Level Design Development Construction Drawings, details, specifications, cost estimates and permits.
- Develop (90%) Base Level Construction Drawings, details, specifications, cost estimates and permits.
- Develop (100%) base level final construction drawings, details, specifications, cost estimates and permits.
- Deliver 100% PS&E Final Construction drawings and documents package for bidding through ODOT. Effort also includes pre-proposal meetings, addendums (as needed), RFIs prior to bid opening.

Proposed considerations and scope for Construction Administration:

Full Construction Administration is not included as part of this scope of work as ODOT and their inspectors will be responsible for the construction phase. Halff (Consultant) will perform reviews of submittals and respond to RFI as part of the construction phase. Additional Services, such as as-built plans or more constriction phase involvement, can be provided on an hourly basis as directed in writing.

The scope of services is defined as follows:

- Basic or customary Scope of Work (Base Services).
- Optional / Additional Services which can be provided if required.

Each of the services is described on the following pages.

II. SCOPE OF WORK

ARCADIA TRAIL - The project includes the extension of the Arcadia Trail segment, which will extend the existing Arcadia Trail south the Carl Reherman Park on SE 33rd Street east of I-35 and west of Lake Arcadia, continuing a premier urban trail network with future connections to Oklahoma City's Katy Trail and Deep Fork Trail to the south. Figure 1 on the following page shows the preliminary

alignment. This section of the Arcadia Lake Trail will serve as an alternative transportation and recreation system connecting existing and planned hike and bike trails, transportation nodes (bus stops, etc.), future entertainment districts, economic centers and neighborhoods.

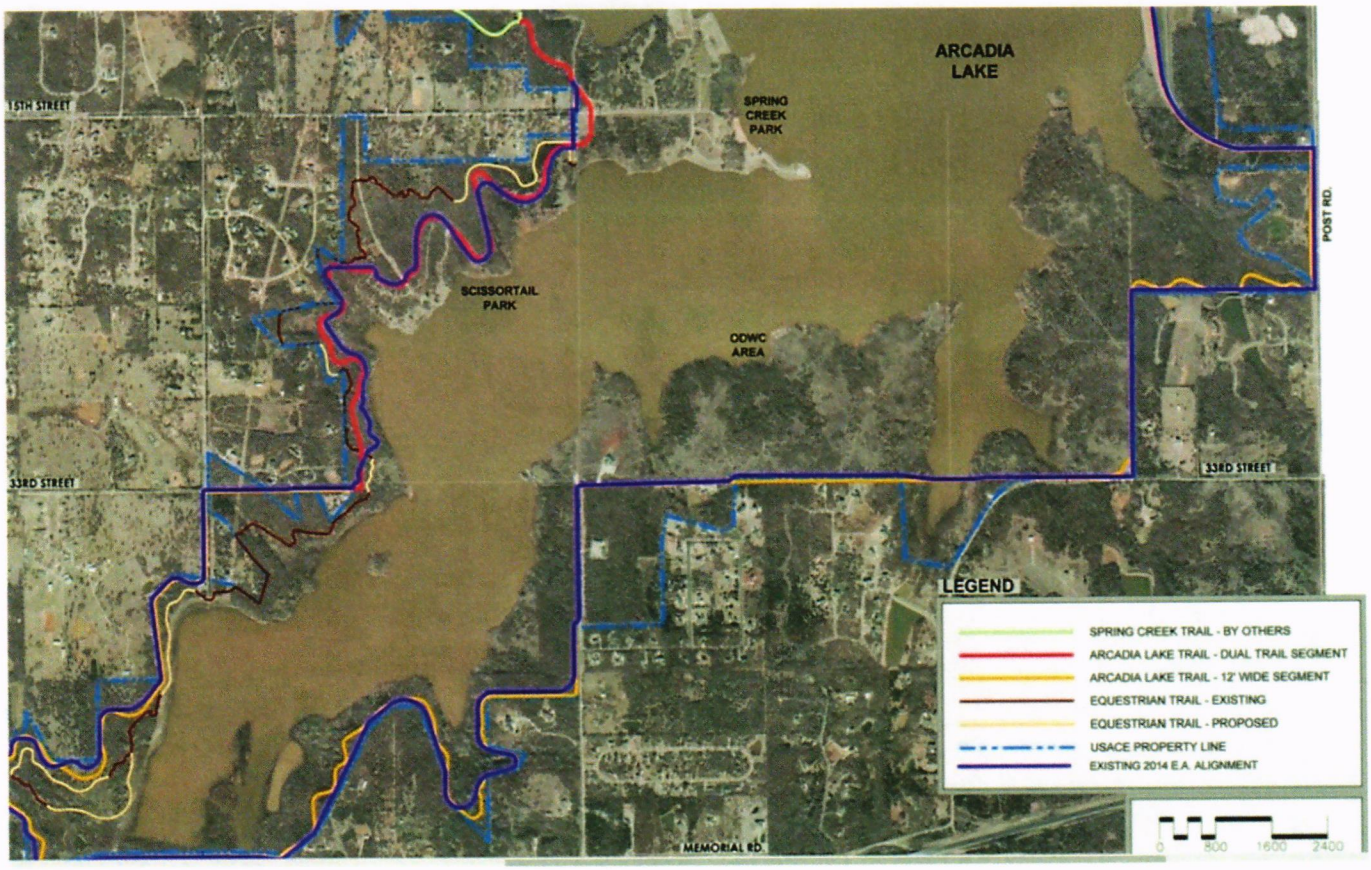


Figure 1 - Preliminary Alignment of Arcadia Lake Trail (in red) with Equestrian Trail realignment (in yellow).

The general scope of work includes the following elements:

- Topographic and boundary surveys.
- Existing utility locations for all existing utilities (CALL OKIE).
- Drainage analysis started early in the analysis.
- Trail design with the development of a design standard that helps the trail require limited maintenance following rain events.
- Traffic control plans.
- Signing and striping plans.
- Utility relocation coordination.
- Trail amenities and minimal landscape.

- Permitting assistance.
- Up to six (6) in-person or virtual progress meetings
- Two (2) on-site review meetings
- Approximately 2.1 miles of 18-foot-wide asphalt multi-use trail (10-wide trail with 8-foot-wide walking path)
- One (1) Trail Overlook (Location to be determined)
- The design of retaining walls and railing
- Connection to the trailhead at Spring Creek
- Street crossings at neighborhood access points at N. Midwest Blvd., Scissortail Park and SE 33rd Street. The trail will extend west on the south side of SE 33rd Street in future phases.
- Realignment of the existing equestrian trail at possible conflict locations.
- Note that irrigation and backflow prevention is not included in the current scope.

The identified services will result in the delivery of final construction Plans, Specifications and Estimates (PS&E). Project design shall utilize ODOT standards, specifications, pay items and notes and will also implement CITY requirements for trail design. The design shall comply with Americans with Disabilities Act (ADA) under the PROWAG guidelines.

A. <u>Trail Design</u> – The following is included in the scope of work for trail design:

1. Alignment and Grading Design

   i. Consultant shall develop the selected horizontal alignment at 15% Conceptual Design Documents, trail layout and field verification of proposed trail alignments for use in the 30%, 60%, 90% and Final Plan submittals. Conceptual trail alignment to be within the previously approved 2014 environmental assessment approved corridor. However, during the field verification it may be determined by the Consultant and the CITY that the trail alignment should be adjusted for unknown conditions or to preserve existing natural elements of significance including, but not limited to, trees, severe terrain, or other existing natural or man-made elements.

   ii. Consultant shall develop a vertical alignment for the trail using the horizontal alignment and design survey data. The vertical alignment shall consider drainage features or improvements, ADA compliance requirements and earthwork balance.

   iii. This scope of work includes one, 18-foot-wide asphalt multi-use trail (10-foot-wide trail with 8-foot-wide walking path) crossings at North Midwest Boulevard, Scissortail Park Road and East 33rd Street. These crossings include design for striping, paint symbols, tactile warning devices, split-rail fencing and bollards, as required, to provide an ADA compliant crossing.

iv. Consultant shall establish an equestrian trail alignment during the field assessment and will provide only the alignment, typical section, clearing and grubbing, and minimal standard signage through the remaining milestones.

2. Landscaping
    i. The scope of work includes minimal landscaping to include seeding and sodding for erosion protection and the preservation of existing trees, as identified. This scope of work also includes the selection, design coordination, and locating furnishings and amenities in plan. Additional landscaping services may be added by supplemental agreement following the preliminary study review meeting.
    ii. Provide bollards at three intersections and design one typical amenity pad and locate in plan to include a bench, and trash receptacle for the respite areas. Additionally located in plan, but excluded from construction will be proposed bike racks, pet waste stations, trash receptacles, and benches to be furnished by owner.
3. Tree Preservation
    i. No tree resource evaluation is needed; however, Tree preservation will be required with limits of construction and tree fencing marking the trees to be preserved prior the start of construction. Tree preservation plans shall display trees to be removed or preserved with tree protection fencing. Priority of tree preservation will influence trail alignment to protect trees of notable species, health, and overall character as determined by the Landscape Architect and CITY during the field verification, prior to 30% plans and the Tree Removal Permit.
4. Drainage Design
    i. Consultant shall prepare a Drainage Area Map and runoff computations for culverts, ditches and stream crossings.
    ii. Consultant shall perform hydraulic design of all trail cross-drains.
5. Signing and Striping Plans
    i. The new trail is anticipated to include a yellow center stripe for the length of the project with a dashed yellow line for the cyclist side of the trail.
    ii. Trail signing is expected to include necessary intersection signing at North Midwest Boulevard, Scissortail Park Road and E 33rd Street.
    iii. These intersections / street crossings are not anticipated to be signalized as part of this scope.
6. ADA Facilities Design
    i. Consultant shall design the trail for full compliance with ADA requirements and ODOT and CITY standards.
    ii. Intersections with street and driveway crossings shall be provided with ADA compliant ramps and tactile warning devices in compliance with ODOT standard details.

7. Mass Diagram
    i. Mass Diagram Sheets are not included in the scope of work for this project.
8. Erosion Control
    i. Native short and tall grasses (anticipated to be 1' to 1.5' heights) shall be incorporated into the design along the trail. No Bermuda shall be used along the project for erosion control or final design. Milkweed and other grasses approved by Parks Staff will be incorporated into the design.
    ii. Erosion control information plans to protect the roads, streets, streams and drainage facilities along the length of the project.
9. Cross Sections
    i. The Consultant shall prepare cross section sheets for the length of the project with sections cut at 50-foot spacing, at drainage crossings and pertinent locations. Cross sections shall show both existing and proposed ground, and shall be labeled with stations, property lines, known utility crossing locations, and cut/fill end areas.
10. Front End Plans
    i. The Consultant shall prepare the plans Cover Sheet meeting ODOT requirements for Transportation Alternatives Projects.
    ii. The Consultant shall prepare quantity summary sheets documenting the computation of project pay items and quantities by category on a per sheet basis.
    iii. The Consultant shall prepare a Pay Items and Notes sheet compiling all project quantities for final estimating and bidding. This sheet will also include pay item, general and construction notes tied to the unique items of the pay item list.
    iv. All pay items shall be based on ODOT standard pay items.
    v. All notes shall be based on ODOT standard notes unless there is not a specific ODOT note related to a particular item or portion of the project.
11. Structural Design
    i. Structural design anticipated for drainage boxes and approximately 1,000 LF of retaining wall. Retaining wall will be part of a permit as they are anticipated to be over four feet tall.

B. **Survey** - The Consultant shall establish controls and land tie surveys for the project in accordance with ODOT and State requirements. The Consultant shall coordinate with ODOT and CITY Survey Departments to coordinate said controls and land ties with known records. Permanent benchmarks shall be set in locations as to not be disturbed by construction activities. Should benchmarks be destroyed during construction, replacement thereof shall be at CITY or construction contractors' expense.

1. The Consultant shall perform a Design Survey for the project area as determined from site visits and per the 15% Conceptual Design Documents. The design survey shall collect horizontal and vertical locations of topographic features including pavements, curbs, sidewalks, bridges, vegetation, structures, or other existing features within the project area.
2. The Consultant shall provide topographic surveys of existing drainage structures within the project area including culverts, headwalls, flumes, storm sewer manholes, and concrete channel liners. The drainage survey shall obtain topographic data for ditches longitudinal to the roadway and for 150-foot upstream and downstream of existing streams.
3. The Consultant shall locate the present existing right-of-way (ROW) and permanent easements parallel and adjacent to the proposed alignment.
4. The design survey shall be of sufficient quality and detail for development of an accurate, existing ground 3D surface model of the entire project for use by designers of the new trail.
5. All survey shall be tied to the NAD83, Oklahoma State Plane (North Zone) Coordinates and shall conform to the Minimum Standards for Property Boundary and Topographic surveys for the State of Oklahoma.
6. **Topographic survey** will be performed of the shown limits to collect utilities, planimetrics and terrain features. The Consultant will be responsible for taking all data types and creating one design ready base map for delivery. The following is a list of deliverables for the topographic survey:
    i. Set a minimum of three control points for vertical and horizontal purposes derived from GPS static observation, OPUS solution, ODOT Network, or existing control if provided. Vertical benchmarks shall be established adjacent to the proposed route for the length of project.
    ii. Topographic survey will include all the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, tree lines, flowerbeds, all visible drainage structures, and flow lines, and visible or marked utilities.
        1. Note: Areas of topographic features where access is not granted will be projected from collected data points.
    iii. Survey will label and map the current equine trail alignment which runs parallel and near to the proposed pedestrian trail for location purposes only. Topography will be obtained where the existing equine trail alignment intersects and where the new equestrian alignment is proposed.
    iv. All utility companies servicing the project area will be contacted thru "CALL OKIE" 72 hours prior to field survey.
        1. Note: Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, 811 utility locate requests from surveyors are often ignored or result in an incomplete response, in which case will be noted in the drawing.

2. Note: All utility information field collected will be placed in the CAD drawing. The Consultant is NOT responsible for unmarked or mismarked utilities.

v. Storm sewer manholes, sanitary sewer manholes, water valve rims and inverts will be measured for depth (to the connection outside of survey limits).

vi. Cross-sections at interval grid to produce contours at 1.0-foot minimum density.

7. **Public Land Survey System Boundaries and Upland Boundaries**

b. Existing Plats, Deeds, and Boundary Surveys will be researched and shown on Survey data sheets.

c. Army Corps of Engineers (USACE) boundaries will be retraced and shown where applicable to the subject boundaries.

d. Parcel Ownership will be shown on survey data sheets and are not to be used for the negotiation of acquiring easements, right-of-way, or land transactions.

e. Filing Fees for Oklahoma Certified Corner Record Documents will be reimbursed with a limit of $100, for re-establishment of Public Land Corners.

8. **Following is a list of survey deliverables** for the design topographic services:

a. CAD drawing including:

i. Control

ii. Topographic features

iii. Survey data sheets

iv. Utilities (If marked by CALL OKIE)

v. Surface model

vi. Property and right-of-way depiction per plan, plat, deeds, etc.

C. <u>Tree Survey</u> - Individual trees will be located inside the 80' corridor of survey based on final trail alignment and within the USACE standards with the understanding this only includes trees 4" and larger.

1. Tree Cover is approximately 80-90% of project with Blackjack Oak and Cottonwood Trees. Few openings exist through trail corridor.

2. Realignment or adjustment of multi-use trail corridor and the proposed equestrian trail following 30% submittal shall constitute an adjustment in tree survey fee for additional services.

D. <u>Project Management – Public Meetings</u>

1. The Consultant shall establish and conduct Virtual Progress Meetings with CITY and ODOT representatives. The Consultant shall prepare a progress meeting report for distribution following each meeting. Six (6) virtual meetings are anticipated throughout the duration of the contract.

2. The Consultant shall engage the CITY and ODOT at Kickoff and schedule a project visit for alignment confirmation for the Conceptual Design (15%) for determination of the limits of the survey limits.
3. The Consultant shall attend four review meetings with the CITY and ODOT. Two meetings are anticipated to be on site. Review meetings are anticipated for the preliminary study review 15%, the 30% preliminary plan review, and the 90% final review meeting. The Consultant shall prepare a plan review meeting report for distribution following each meeting.
4. The Consultant shall provide appropriate community engagement and outreach to ensure there is ample opportunity for the public to be informed of the project and its status; therefore, the Consultant shall attend three Board/Commission review meetings and one (1) Community Connections Meeting in late 2024. It is anticipated that the CITY staff will make the presentations and the Consultant will be available for questions at each meeting.
5. The Consultant shall prepare an estimated construction cost summary at each of the project milestones (30%, 60%, 90% and PS&E) based on current unit pricing from the most recent bidding results for similar ODOT projects. Final Review (90%) and final PS&E estimates shall be prepared using AASHTOWare Project software. Cost Estimates shall also be submitted in PDF format.

E. Traffic Design

1. Traffic Control Plans - The project runs along Arcadia Lake with several street crossings. The Consultant shall prepare Traffic Control Plans with necessary facilities in accordance with ODOT standards and the Manual on Uniform Traffic Control Devices.
2. The only other traffic design included in this scope of work are the items listed herein. This scope does not include any traffic counts, pedestrian hybrid beacon warrant study, or operational / level-of-service analyses of driveways, street intersections or other roadways in the study area.

F. Permitting / Permitting Assistance

1. Tree Removal Permit will be required before construction begins.
2. There are no blue-line streams crossing this alignment. The ODOT 404 Permit Application will be submitted to the CITY and ODOT with the 60% submission as required. Permitting / coordination assistance with USACE.
3. There will have to be a No Rise determination with analysis and a Floodplain Development permit for this project.
4. Retaining Wall permits will be required for walls over 4' (measured from the top of wall to the bottom of the footing).
5. No detention will be required for the project since the water funds took care of the lake.

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TASK ORDER SERVICES (AS NEEDED)

The following Task Order Services below will be performed on a task order basis as needed.

G. **Right-of-Way Documents** - No new right-of-way acquisition is anticipated on this project. Additional documents produced or required will be completed under a supplemental agreement.

H. **Utility Relocation Coordination** – Existing utilities identified by CALL OKIE will be contacted and a field meeting will be held to discuss relocation requirements for construction. The Consultant will coordinate the relocation efforts with each utility company and review the provided plans to determine if the provider will be in conflict with construction. The Consultant shall not prepare relocation plans for utilities identified to be in conflict.

I. **Geotechnical Investigations** – No geotechnical investigations or pavement design is included in this scope of work.

1. The CITY will provide the proposed trail pavement section.
2. Any required retaining wall design limits will be determined and included in the 60% submittal. Upon determining the limits of the required retaining walls during the 30% Preliminary Plan Phase, geotechnical services will be added as a task order by supplemental agreement following the 15% submittal and walk through, as required for the design.

J. **Environmental** – The Consultant will provide the environmental footprint and NEPA checklist in providing assistance with the CITY's verification of the environmental clearance for this project. It is understood that ODOT considers this project environmentally cleared based on the EA. The original alignment may differ from the alignment shown in the original Environmental Assessment in July 2014; therefore, the Consultant will coordinate with the CITY and ODOT and provide the necessary environmental footprint and NEPA checklist information for verification. It is assumed that the previous accepted environmental assessment is all that is required for environmental clearance for this project. Additional services can be provided if it is determined that an update is needed to the supplemental EA completed in 2017 and will be addressed as a separate task order.

K. **Trail Amenities / Overlook Design** – By Task Order, provide two conceptual trail overlook options with color plan and perspective renderings along with opinion of probable costs. Based on CITY feedback, one final concept to be provided for approval. CITY approved concept will be included in subsequent construction documents submissions. The trail overlook is to include benches, trash receptacles, railings, walls, and shade structure(s) with the opportunity for enhanced paving, split level, or elevated trail design. This will be designed as an alternate bid to project.

L. **Items Provided by the CITY**

1. Lidar and aerial imagery information provided by the CITY GIS department.
2. GIS and other applicable as-built construction information in this area
3. As-built plans for the Spring Creek trail for the tie-in locations.

M. Deliverables – All deliverables will be digitally submitted on to the CITY and on ProjectWise to ODOT in PDF format.

1. The Consultant shall prepare and submit a 30% Preliminary Plans Submittal at a scale of 1 inch to 30 feet for review and comment by the CITY and ODOT. A preliminary construction cost estimate will be included in this submittal.
2. The Consultant shall prepare and submit a 60% Plans Submittal for review and comment by the CITY and ODOT. An updated construction cost estimate will be included in this submittal.
3. The Consultant shall prepare and submit a 90% Final Review Plans Submittal for review and comment by the CITY and ODOT. An updated construction cost estimate will be included in this submittal.
4. The Consultant shall prepare and submit final construction Plans, Specifications and Estimates to the CITY and ODOT.
5. The Consultant shall provide progress reports corresponding with the monthly invoices to document work completed.

N. Optional Services

The following services are excluded from this scope of work and will require a supplemental agreement:

1. Lighting design or other illumination design for additional power connections or circuiting to other devices / equipment (other than trail luminaires).
2. Environmental assistance more than previously described.
3. Trailhead design to include parking, signage, structures, or other amenities.
4. Construction administration or construction observation services and site visits.
5. The design of additional respite areas, bike racks, landscaping, or trail amenities not described in the basic scope of work is not included. Addition of these can be amended to the scope of work if desired and approved by the CITY and ODOT.
6. The CITY does not have a formal trail wayfinding signage standard or system. The Consultant is experienced at the design of trail wayfinding signage and able to amend this scope of work to include this task if desired and approved by the CITY.
7. Extensive Community engagement is not anticipated in this scope of work. It can be added should the CITY desire to amend this scope of work to include community engagement services and if approved by the CITY.

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III. FEE SUMMARY

Base Services

A.	Trails / Landscaping / Tree Preservation / Drainage	$133,000.00 Lump Sum
B.	Survey	$45,000.00 Lump Sum
C.	Survey – Tree Survey	$24,350.00 Lump Sum
D.	Project Management / Public Meetings *	$24,500.00 Lump Sum
E.	Traffic Design	$8,500.00 Lump Sum
F.	Permitting / Permitting Assistance	$11,000.00 Lump Sum
	Subtotal Base Services	**$246,350.00 Lump Sum ****

Task Order Services (estimated)

G.	Utility Relocation Coordination	$14,500.00 Lump Sum (Est. Only)
H.	R/W Easement Preparation	$1,500.00 Lump Sum (Est. Only)
I.	Geotechnical Investigations	$20,000.00 Lump Sum (Est. Only)
J.	Environmental	$12,000.00 Hourly (Est. Only)
K.	Trail Amenities / Overlook Design	$14,500.00 Lump Sum (Est. Only)
	Additional Services (Est. by Task Order)	**$ 62,500.00 Lump Sum/Hourly**

* Anticipated Board/Commission meetings (4 – see Item D.4)) includes Arcadia Lake Commission, Parks and Recreation Advisory Board, Edmond Bike Committee and a Community Connections Meeting. It is understood that Halff will provide information and be in attendance as support for staff making presentations.

** Reimbursable expenses/mileage to be considered incidental to the items above.