City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Meeting Agenda

Tuesday, December 18, 2012

6:30 PM

Municipal Building Council Chambers

City Council

Mayor Cindy Rosenthal
Council Member Roger Gallagher
Council Member Tom Kovach
Council Member Robert Castleberry
Council Member Greg Jungman
Council Member Dave Spaulding
Council Member Jim Griffith
Council Member Linda Lockett
Council Member Chad Williams

1 **Roll Call**

2 **Pledge of Allegiance**

3 **Consent Docket**

Consent Docket

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 24 be placed on the consent docket.

ACTION NEEDED: Motion to place Item through Item on the Consent Docket by unanimous vote.

ACTION TAKEN:

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN:

Minutes

4 GID-1213-47 APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF NOVEMBER 14, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF NOVEMBER 19, 2012
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF NOVEMBER 26, 2012
CITY COUNCIL BUDGET RETREAT MINUTES OF DECEMBER 4, 2012
CITY COUNCIL MINUTES OF DECEMBER 11, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 11, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 11, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF DECEMBER 11, 2012

Attachments: November 14 Oversight Committee Minutes

November 19 Finance Committee Minutes

November 26 CPTC minutes

December 4 Budget Retreat minutes

December 11 CC minutes

ACTION NEEDED: Acting as the City Council, Norman, Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

First Reading Ordinance

5 O-1213-25 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 (FLOOD HAZARD DISTRICT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN ADOPTING THE FLOOD INSURANCE STUDY AND DIGITAL FLOOD INSURANCE RATE MAPS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-25

Attachment A.pdf

O-1213-25 FH District - Annotated

Flood Ord Location - Little River

Flood Ord Location - Canadian

Little River Floodplain

Canadian River Panel

Staff Report.pdf

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-25 upon First Reading by title.

ACTION TAKEN: _____

Report/Communication

6 RPT-1213-23 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF NOVEMBER 30, 2012, AND DIRECTING THE FILING THEREOF.

Attachments: Text File RPT-1213-23

Finance Director's Report

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

7 RPT-1213-22

SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2012,"AND "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2012," AND "NORMAN TAX INCREMENT FINANCE AUTHORITY FINANCIAL STATEMENT FOR THE YEAR ENDED JUNE 30, 2012" AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF COLE AND REED, P. C., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Attachments: Text RPT-1213-22

FYE 2012 CAFR

NTIFA Audit FYE 2012

ColeReed Report to Council June 30 2012

CON Single Audit FYE 2012

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: _____

Bid

8 K-1213-66

CONSIDERATION OF THE AWARDING OF BID NO. B-1213-33; APPROVAL BY THE NORMAN UTILITIES AUTHORITY OF CONTRACT NO. K-1213-66 WITH KRAPFF-REYNOLDS CONSTRUCTION COMPANY IN THE AMOUNT OF $1,054,480; PERFORMANCE BOND NO. B-1213-20; STATUTORY BOND NO. B-1213-21; AND MAINTENANCE BOND NO. MB-1213-16 FOR THE S.E. BISHOP INTERCEPTOR PROJECT, PHASE II, SECTIONS 2A AND 2B.

Attachments: Text File K-1213-66

Engineer's Recommendation

K-1213-66

Perf B-1213-20

Stat B-1213-21

MB-1213-16

Location map

PR Krapff Reynolds

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $1,054,480 to Krapff-Reynolds Construction Company as the lowest and best bidder meeting specifications; approve Contract No. K-1213-66 and the performance, statutory, and maintenance bonds; authorize execution of the contract and the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the S.E. Bishop Intersection Project, Phase II, Sections 2A and 2B; and direct the filing of the bonds.

ACTION TAKEN: _____

Accectance of Funds

9 GID-1213-101

CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $1,603.15 FROM COMANCHE COUNTY ELIGIBLE UNDER THE FIRE MUTUAL AID ASSISTANCE GRANT (FMAG) PROGRAM FOR MUTUAL AID ASSISTANCE BY THE NORMAN FIRE DEPARTMENT TO A WILD FIRE IN COOPERTON, OKLAHOMA.

Attachments: Text File Reimbursement

Task Force

Firefighter Assistance

ACTION NEEDED: Motion to accept or reject reimbursement of funds in the amount of $1,603.15 from Comanche County eligible under the FMAG Program for Mutual Aid Assistance by the Norman Fire Department to a wild fire in Cooperton, Oklahoma; and, if accepted, increase Other Agency Reimbursements (010-0000-366.12-39) by $1,603.15.

ACTION TAKEN: _____

Easement

10 E-1213-13

EASEMENT NO. E-1213-13: CONSIDERATION OF GRANTING A RIGHT-OF-WAY EASEMENT TO OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK, INC., TO ALLOW INSTALLATION OF A GAS LINE IN REAVES PARK.

Attachments: Text File E-1213-13

Easement No. E-1213-13

Location Map Reaves Park Easement

ACTION NEEDED: Motion to grant or deny Easement No. E-1213-13; and, if granted, authorize the execution thereof.

ACTION TAKEN: _____

Certificate of Survey

11 COS-1213-4

CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1213-4 FOR NICKSAND ACRES AND ACCEPTANCE OF EASEMENT NO. E-1213-14. (SOUTHWEST CORNER OF 120TH AVENUE N.E. AND MARY LANE)

Attachments: Text File COS-1213-4

Nicksand Location

Nicksand COS

Nicksand Acres Staff Rpt

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1213-4; and, if approved, accept Easement No. E-1213-14 and direct the filing of the certificate of survey and easement with the Cleveland County Clerk.

ACTION TAKEN: _____

Final Plat

12 FP-1213-6

CONSIDERATION OF APPROVAL OF A FINAL PLAT FOR COTTONWOOD CREEK ADDITION AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED ON THE EAST SIDE OF 24TH AVENUE N.W. APPROXIMATELY ONE-FOURTH MILE SOUTH OF INDIAN HILLS ROAD)

Attachments: Text File Cottonwood Creek Final Plat

Cottonwood Creek Location Map

Cottonwood Creek Final Plat

Cottonwood Creek Prelimiinary Plat

Cottonwood Creek Staff Report

8-9-12 PC Minutes - Cottonwood Creek FP

ACTION NEEDED: Motion to approve or reject the final plat for Cottonwood Creek Addition; and, if approved, accept the public dedications contained within the plat, authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and direct the filing of the final final plat.

ACTION TAKEN: _____

Legislative History

8/9/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

Encroachment

13 Consent 1213-4

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 1213-4 FOR LOT 5, BLOCK 2, NORTHRIDGE CAMBRIDGE ADDITION, SECTION 8, CLEVELAND COUNTY, CITY OF NORMAN, OKLAHOMA. (4917 CYPRESS LAKE DRIVE)

Attachments: Text File Encroachment 1213-4

Application Packet

Consent to Encroach 1213-4

Planning Memo

Public Works Memo

Utilities Memo

Utility Company Responses

ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. 1213-4; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Special Claim

14 SC-1213-4

SPECIAL CLAIM NO. SC-1213-4: A CLAIM IN THE AMOUNT OF $5,151.03 SUBMITTED BY DAVID WHITE FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH A POLICE VEHICLE NEAR THE INTERSECTION OF CLASSEN BOULEVARD AND CHICKASHA STREET.

Attachments: Text File SC-1213-4

Clerk Memo White Claim

Special Claim White

Traffic Collision Report White

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-4; and, if approved, direct payment in the amount of $5,151.03 contingent upon obtaining a Release and Covenant Not to Sue from David White.

ACTION TAKEN: _____

15 SC-1213-5

SPECIAL CLAIM NO. SC-1213-5: A CLAIM IN THE AMOUNT OF $125,000 SUBMITTED BY BRETT AND ROBIN HOLLANDSWORTH FOR DAMAGES AND CHARGES INCURRED WHEN INVOLVED IN AN ACCIDENT WITH A POLICE VEHICLE.

Attachments: Text File SC-1213-5

Clerk Memo Hollandsworth Claim

Tort Claim

Police Report

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-5; and, if approved, direct payment in the amount of $125,000 contingent upon obtaining a Release and Covenant Not to Sue from Brett and Robin Hollandsworth.

ACTION TAKEN: _____

16 SC-1213-6

SPECIAL CLAIM NO. SC-1213-6: A CLAIM IN THE AMOUNT OF $28,006 SUBMITTED BY DALTON BETZ FOR DAMAGES AND CHARGES INCURRED WHEN INVOLVED IN AN ACCIDENT WITH A SANITATION VEHICLE.

Attachments: Text File SC-1213-6

Special Claim SC-1213-6

Police Report Betz Claim

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-6; and, if approved, direct payment in the amount of $28,006 contingent upon obtaining a Release and Covenant Not to Sue from Dalton Betz.

ACTION TAKEN: _____

Contract

17 K-1213-127

CONTRACT NO. K-1213-127: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT STP-114B(301)AG, JOB PIECE NO. 29009(04) PAVEMENT OVERLAYS ON SEGMENTS OF TECUMSEH ROAD, 24TH AVENUE N.W., AND WEST LINDSEY STREET AND ADOPTION OF RESOLUTION NO. R-1213-80 AND BUDGET APPROPRIATION.

Attachments: Text File K-1213-127

K-1213-127

Tecumseh Road Location Map

24th Avenue NW Location Map

Lindsey Street Location Map

Invoice 2900904.pdf

Requisition.pdf

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-127 with ODOT; and, if approved, authorize execution of the contract and resolution; appropriate $90,215 from the Capital Fund Balance (050-0000-253.20-00) designating $45,108 to Project No. SC0521, Tecumseh: 48th NW - N. Interstate Drive West, Construction (050-9511-431.61-01); $21,200 to Project No. SC0522, Lindsey: Shadowridge - Ed Noble, Construction (050-9511-431.61-01); and $23,907, to Project No. SC0523, 24th NW: Boardwalk - Tee Drive, Construction (050-9511-431.61-01); and direct payment to ODOT in the amount of $244,000 for the City's 20% share.

ACTION TAKEN: _____

18 K-1213-130

CONTRACT NO. K-1213-130: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND ENGINEERING SERVICES AND TESTING, INC., (EST, INC.) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR CAPITAL PROJECTS FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS.

Attachments: Text File K-1213-130

K-1213-130

ACTION NEEDED: Acting as the City Council and the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-130 with EST, Inc.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

19 K-1213-131

CONTRACT NO. K-1213-131: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND PROFESSIONAL SERVICES INDUSTRIES (PSI) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR CAPITAL PROJECTS FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS.

Attachments: Text File K-1213-131

K-1213-131

ACTION NEEDED: Acting as the City Council and the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-131 with PSI; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

20 K-1213-132

CONTRACT NO. K-1213-132: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND COBB ENGINEERING, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR CAPITAL PROJECTS FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS.

Attachments: Text File K-1213-132

K-1213-132

ACTION NEEDED: Acting as the City Council and Norman Utilities Authority, motion to approve or reject Contract No. K-1213-132 with Cobb Engineering, Inc.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Workers' Comp Court Orders

21 WC 2010-09686

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $53,100.25 REGARDING HAROLD D. GLOVER VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-09686 F.

Attachments: Text File WCC 2010-09686

Table

Orders

Requisitions

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Order and direct payment of claims in the amount of $53,100.25 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

22 WCC 2007-07274 R

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $34,680.00 REGARDING WILLIAM SCOTT KENT VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2007-07274 R.

Attachments: Text File WCC 2007-07274R

Table

Order

Requisitions

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Order and direct payment of claims in the amount of $34,680.00 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Resolution

23 R-1213-67

RESOLUTION NO. R-1213-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE REVISED NORMAN BIKE ROUTE MAP RECOMMENDED BY THE NORMAN BICYCLE ADVISORY COMMITTEE.

Attachments: Text File R-1213-67

Bike Route Resolution

Bike Map

Excerpts from November 26 CPTC minutes

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-67.

ACTION TAKEN: _____

24 R-1213-83

RESOLUTION NO. R-1213-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $187,418 FROM THE NEIGHBORHOOD PARK LAND FUND BALANCE FOR IMPROVEMENTS TO ADKINS' CROSSING, COLONIAL ESTATES, COLONIAL COMMONS, AND SUNRISE PARKS.

Attachments: Text File R-1213-83

R-1213-83

Copy of Parks Project 2012

R-1213-83 Location Map Colonial Estates, Colonial Commons

R-1213-83 Location Map Adkins' Crossing

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-83.

ACTION TAKEN: _____

Non-Consent Items

25 K-1011-133 Add #1

ADDENDUM NO. ONE TO CONTRACT NO. K-1011-133: BY AND BETWEEN THE CITY OF NORMAN AND RCC CONSULTANTS, INC., INCREASING THE CONTRACT AMOUNT BY $254,340 TO PROVIDE IMPLEMENTATION SERVICES AND MOBILE DATA NETWORK CONSULTING SERVICES FOR THE COMPUTER AIDED DISPATCH (CAD), POLICE RECORDS MANAGEMENT SERVICES (RMS), AND MOBILE DATA NETWORK (MDN) PROJECT AND BUDGET APPROPRIATION AND REIMBURSEMENT.

Attachments: Text File Addendum #1 to K-1011-133

K-1011-133 Adden #1

ACTION NEEDED: Motion to approve or reject Addendum No. One to Contract No. K-1011-133 with RCC Consultants, Inc. increasing the amount by $254,340; and, if approved, authorize the execution thereof, appropriate funds in an amount not-to-exceed $254,340 from the General Fund Balance (010-0000-253.20-00) to provide up-front costs, as necessary, for the consulting services in advance of the completion of Fire Station No. 9, and transfer funds from Public Safety Sales Tax, Telecommunications Equipment Computer Software (015-6115-421.53-04) to repay any interim General Fund monies made available prior to June 30, 2013.

ACTION TAKEN: _____

26 K-1213-125 CONTRACT NO. K-1213-125: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND NEW WORLD SYSTEMS, INC. IN THE AMOUNT OF $1,821,745 FOR THE COMPUTER AIDED DISPATCH (CAD), POLICE RECORDS MANAGEMENT SERVICES (RMS), AND MOBILE DATA NETWORK (MDN) PROJECT; THE PURCHASE OF NECESSARY RELATED THIRD PARTY SOFTWARE AND HARDWARE PRODUCTS IN THE AMOUNT OF $154,341; AND BUDGET APPROPRIATION AND REIMBURSEMENT.

Attachments: Text File K-1213-125

K-1213-125 New World

K-1213-125 Exhibit AA - Total Cost Summary & Payment Schedule

K-1213-125 Exhibit A - Licensed Standard Software and Fees

K-1213-125 Exhibit B - Project Management Implementation and Training

K-1213-125 Exhibit C - Standard Software Maintenance Agreement

K-1213-125 Exhibit D - Non-Disclosure & Security Agreement

K-1213-125 Exhibit E - Demonstration Site Discount

K-1213-125 Exhibit F - Data File Conversion Assistance

K-1213-125 Exhibit G - Standard Software Enhancements

K-1213-125 Exhibit H - Acceptance Testing

K-1213-125 Exhibit I - RFP Specifications

K-1213-125 Exhibit J - Escrow of Software Source Code

K-1213-125 Exhibit K - Hardware Server Compliance

K-1213-125 Appendix 1 - Procurement of Third Party Products and Services

K-1213-125 Exhibit 1 - Configuration

K-1213-125 Appendix 2 - Statement of Work

K-1213-125 Appendix 2 - Statement of Work - Attachment 1 - Project Plan

K-1213-125 Appendix 2 - Statement of Work - Attachment 2 - Acceptance Test I

K-1213-125 Appendix 2 - Statement of Work - Attachment 3 - Sample Training F

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-125 with New World Systems, Inc., in the amount of $1,821,745 and the purchase of necessary related third party software and hardware products in the amount of $154,341; and, if approved, authorize the execution thereof; appropriate funds in an amount not-to-exceed $1,000,000 from the General Fund Balance (010-0000-253.20-00) to provide up-front costs, as necessary, for the project in advance of the completion of Fire Station No. 9; and transfer funds from Public Safety Sales Tax, Telecommunications Equipment Computer Software (015-6115-421.53-04) to repay any interim General Fund monies made available prior to June 30, 2013.

ACTION TAKEN: _____

27 K-1213-126 CONTRACT NO. K-1213-126: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SAIC ENERGY, ENVIRONMENT, AND INFRASTRUCTURE, INC., (SAIC) IN THE AMOUNT OF $1,997,875 FOR THE DESIGN OF LINDSEY STREET FROM 24TH AVENUE S.W. TO EAST OF BERRY ROAD AND BUDGET APPROPRIATION.

Attachments: Text File K-1213-126

Attachment A.pdf

Attachment B

Attachment C

Attachment D

K-1213-126

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-126 with SAIC Energy, Environment, and Infrastructure, Inc., in the amount of $1,997,875; and, if approved, authorize the execution thereof and appropriate $1,997,875 from the Capital Fund Balance (050-0000-253.20-00) to Project No. BP0189, Lindsey Street from 24th Avenue S.W. to east of Berry Road, Design (050-9552-431.62-01).

ACTION TAKEN: _____

28 Miscellaneous Discussion

This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to five minutes or less.

29 Adjournment

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-47

File ID:	GID-1213-47	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	12/11/2012
File Name:	Minutes			**Final Action:**	

Title: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF NOVEMBER 14, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF NOVEMBER 19, 2012
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF NOVEMBER 26, 2012
CITY COUNCIL BUDGET RETREAT MINUTES OF DECEMBER 4, 2012
CITY COUNCIL MINUTES OF DECEMBER 11, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 11, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 11, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF DECEMBER 11, 2012

Notes:

Agenda Date: 12/18/2012

Agenda Number: 4

Attachments: November 14 Oversight Committee Minutes, November 19 Finance Committee Minutes, November 26 CPTC minutes, December 4 Budget Retreat minutes, December 11 CC minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-47

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

November 14, 2012

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the City Council Conference Room on the 14th day of November, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Jungman, Lockett, and Chairman Kovach
ABSENT:	Councilmember Spaulding
OTHERS PRESENT:	Councilmember Jim Griffith, Ward Six
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Mr. Jud Foster, Director of Parks and Recreation Ms. Brenda Hall, City Clerk Mr. Steve Lewis, City Manager Ms. Kathryn Walker, Assistant City Attorney Mr. Scott Sturtz, City Engineer Ms. Syndi Runyon, Administrative Assistant IV

Item 1, being:

DISCUSSION REGARDING SERVING CONCURRENTLY ON CERTAIN BOARDS, COMMISSIONS, AND COMMITTEES AND POTENTIAL TERM LIMITS FOR SUCH BOARDS, COMMISSIONS, AND COMMITTEES.

Ms. Kathryn Walker, Assistant City Attorney, said there had been discussion regarding whether or not sitting members of appointive boards and commissions were eligible to serve concurrently on ad hoc committees and other boards and commissions. She said the City of Norman Code is not clear on that issue and some Councilmembers have expressed a desire to amend the ordinance to explicitly allow concurrent service on ad hoc committees and other standing boards and commissions. She said the draft ordinance for the Norman Economic Development Advisory Board (NEDAB) addresses this issue.

Ms. Walker said Chapter 4, Section 4-105(a)(5) of the Code states, "Except as otherwise provided in this chapter, members of appointive boards and commissions shall, at the time of their appointment: Not be a member of another appointive board or commission." She said the NEDAB draft ordinance language states, "Except as otherwise provided in this Chapter, member of appointive boards and commission shall, at the time of their appointment not be a member of any other appointive board or commission referenced in this Chapter except that potential members of the Economic Development Advisory Board shall not be disqualified from service on that Board due to service on other Boards or Commissions of the City of Norman." Ms. Walker felt the NEDAB language would clarify that a citizen can only serve on one of the boards and commissions referenced in Chapter 4 with the exception of NEDAB, but would not be similarly limited in their service on other committees.

Council also discussed placing term limits on some or all of the boards, commissions, and committees. Ms. Walker said terms on boards and commissions vary with most being three year terms. She said some ad hoc committees have no term lengths and the Historic District Commission, Children's Rights Commission, Board of Appeals, and Norman Convention and Visitors Bureau have specific requirements regarding board members. She said Historic District Commission requirements are codified and have term limits in the ordinance, but they are the only committee, board, or commission that has explicit term limits.

Item 1, continued:

Chairman Kovach asked what those term limits are and Ms. Brenda Hall, City Clerk, said three terms of three years for a total of nine, but members may serve again after a one year break.

Concurrent Service

Chairman Kovach felt Council should allow concurrent service on other boards, commissions, and committees, but limit the number a person can serve on and suggested no more than three. Councilmember Lockett was concerned about citizens serving on three boards closely tied to the same issue because she would not want two or three people monopolizing the discussions. Chairman Kovach said he did not fully agree and explained that a citizen may be serving on two water related boards, then apply to serve on the Wastewater Oversight Committee and due to their technical expertise, the Council may want them on all three boards. He felt this issue could be addressed at the time of the appointment and Councilmember Castleberry agreed. Councilmember Lockett said the "volunteer" field is getting pretty slim and urged Councilmembers to actively seek people to serve on boards. Chairman Kovach said one way to do that is for Council to receive earlier notification of upcoming vacancies.

Councilmember Jungman asked how many boards a citizen can currently serve on and Ms. Walker said there is not an explicit limit. She said language in Chapter 4 seems to indicate a person cannot serve on an appointive board or commission and be a member of any other appointive board or commission, but "appointive" is not clearly defined. Mr. Jeff Bryant, City Attorney, said the language does not state "ad hoc committee," it just states board or commission. He said if someone serves on an ad hoc committee this language would prevent them from serving on another board or commission. Chairman Kovach asked if Council agreed on a number they could state that a person could only serve on "x" number of boards or commissions and Mr. Bryant said yes. Councilmember Griffith suggested a person could serve on one appointive board or commission and no more than two ad hoc committees and Councilmembers felt that was fair. Councilmember Lockett said she would like Councilmembers to have more involvement in appointments. Councilmember Griffith said finding applicants is the hard part.

Chairman Kovach asked how many ad hoc committees the City has and Ms. Hall said there are five oversight committees and approximately eight committees not listed in Chapter 4. She said there are boards set by ordinance or Charter that are not referenced in Chapter 4 such as the Reapportionment Commission. They are not listed in Chapter 4, but are ongoing boards or commissions that are not ad hoc in nature. Councilmember Castleberry asked how committees created by Charter will be dealt with and Mr. Bryant said since the restrictive language is only in Chapter 4, then someone could serve on a committee created by Charter and also serve on a committee in Chapter 4. Ms. Hall said the only committee created by Charter that is not also in Chapter 4 is the Reapportionment Commission.

Mr. Bryant said if language is changed to limit concurrent service restrictions to boards created by Chapter 4, that would take care of the problem. He asked if Councilmembers wanted to restrict service on no more than two ad hoc committees and Chairman Kovach said yes, but suggested a total of three and not stipulate ad hoc. and Councilmember Lockett said she did not believe someone serving on three committees is a big problem since that has not happened to date. Councilmember Jungman said he would rather have no restrictions.

After further discussion, Chairman Kovach said consensus seems to be to delete language in Section 4-105(a)(5) and have no restrictions on the number of boards a person can serve on.

Item 1, continued:

Term Limits

Chairman Kovach said some committees have applicants waiting in line to serve while others have no one waiting to serve. He said there are certain committees created as oversight of public safety sales tax or Tax Increment Finance Districts (TIF) and having someone on the committee that has served from the beginning is extremely beneficial to the committee. He asked Councilmembers to be mindful of those things. He said Councilmember Griffith served on the Parks Board for years and asked his thoughts on the subject. Councilmember Griffith felt institutional memory is very important. He said the Parks Board dealt with many controversial issues over the 18 years he served. He could see the value of term limits, but at the same time he could see the value of retaining quality people who are passionate about a board or commission. He said when there is a board or commission with a lot of interest, turnover is probably valuable, but in some instances where oversight is important he was unclear why Council would want to rotate people through that may have interest, but do not have a historical memory to contribute to that board or commission.

Councilmember Lockett said constituents complain more about the number of years served rather than the number of boards served on. Chairman Kovach felt that was a broader conversation that could include a flexible, informal policy. Councilmember Castleberry said, currently, if the Mayor does not appoint someone new then the existing person serving continues to serve so that person is basically serving on that board for as long as the Mayor wants. He said that takes Council out of the appointment process when the process is supposed to be the Mayor appointing with approval of Council. He said this situation creates an impasse and term limits could take care of that. Councilmember Jungman was concerned that the more Councilmembers are involved in appointments, the less agreement there will be and felt the current process is more efficient.

Chairman Kovach suggested a limit of two complete terms with a provision that if there is no one waiting to be appointed to a board, there is the option to reappoint. Councilmember Griffith suggested citizens on every board or commission be reappointed with approval of Council so the Mayor cannot just let a person continue to serve without Council approval. Councilmember Castleberry said if someone is not appointed or reappointed, the vacancy could cause problems with the process of the board. Mr. Steve Lewis, City Manager, said there is a provision that allows a person to continue to serve so the board or committee can continue to meet and have a quorum. He said this is a type of safety net to keep the committee going, which benefits the committee in staying active. Mr. Bryant said most of the committees are advisory committees so the quorum could be a majority of the positions filled, then the committee would not be affected by a vacancy.

Councilmember Lockett said some of these problems could be alleviated if Council had a 60 day notice of vacancies and Ms. Hall said she recently began doing that by sending Council a list of board members and when their term expires in the City Manager's Weekly Report. Chairman Kovach suggested language be added to allow Council to appoint someone if no one is appointed 60 days after a vacancy. Councilmember Lockett said Council gets sufficient notification, but does not act on that until an appointment is placed on the agenda. She said Councilmembers need to take responsibility to start looking for people to serve on committees. Chairman Kovach said there is a difference in being notified of a vacancy and seeing the Mayor's nominations. He said there should be sufficient time between the Mayor's nomination and when it is placed on the agenda to allow Council more time. Ms. Hall said she is working with the Mayor to provide Council more notice and that could be accomplished.

Item 1, continued;

Councilmember Castleberry asked if language could be added in the ordinance that an appointment must be made within 30 days of an expiring term and Chairman Kovach suggested, "The Mayor shall nominate or reappoint within 30 days, etc." Chairman Kovach said "nomination" could be a new appointment or reappointment. Councilmember Lockett encouraged Council to speak to the Mayor if they have someone in mind for a committee. She said the Mayor has always been accommodating to her suggestions. Ms. Hall cautioned Council about codifying such language because getting a nomination is not always easy and in some circumstances there may not be anyone to appoint. She said language could be placed in the unofficial policy. Councilmember Griffith suggested language specifying if there are no applicants, the seated person is nominated by default.

Councilmember Jungman said the process needs to be as nominee friendly as possible and trying to give Council more authority in the process makes it less nominee friendly because it becomes much more political. He said if Council is flexible on the number of boards a person can serve on then they need to be flexible on term limits as well.

Mr. Bryant asked if consensus is for the Mayor to nominate someone for an appointment 30 days prior to the expiration of their term and Chairman Kovach said yes. Councilmember Lockett said if Council does not contest the nomination within 60 days, the Mayor has every right to expect that nomination to be approved once placed on the agenda. Ms. Hall asked if Council wanted a 60 day notice prior to term expiration with the Mayor nominating someone 30 days prior to a vacancy and Councilmembers said yes.

Councilmember Jungman said if Council comes to an impasse on an appointment there are not enough rules to work that out. He said if Council makes a rule that a reappointment must be voted on then that means Council could vote no on a volunteer and he is not willing to make a policy that would require him to vote no on an appointment. He said if Councilmembers feel the need for a rule about when things are being placed on the agenda so they know what to expect, he can respect that. Councilmember Castleberry said he is wanting a tie breaker rule to move past an impasse and Councilmember Jungman said the only tie breaker would be that if Council does not protest an appointment, that nominee is automatically seated. Councilmember Griffith said he agreed with Councilmember Jungman and if an appointment makes it to the agenda stage, it should be approved.

Councilmember Castleberry asked what Council can do if they are against an appointment, but the Mayor moves forward anyway. Councilmember Jungman said he has never been aware of that happening. He said a good Mayor would never put a nomination on the agenda that the majority of Council has expressed disapproval of and Council seems to be making rules for problems that have never occurred and Councilmember Lockett agreed. Chairman Kovach said the Mayor has previously placed a nomination on the agenda that five Councilmembers explicitly said they did not want. He said Council pulled the nomination, but after consideration reversed their decision and approved the appointment. He said it is not an impossible scenario where a majority of Council has asked for something to happen and the Mayor passively overrides them. He said the entire Council should have a broader policy discussion on how to avoid these types of situations.

Councilmember Jungman asked if a Councilmember could pull a nominee off the consent docket if they had a problem with the nomination and Ms. Hall said yes, the entire item would have to be pulled off consent. Councilmember Jungman said, currently, five Councilmembers that oppose a nomination have authority to kill it and if a Councilmember is willing to take on the responsibility of pulling a nominee off the docket at an open meeting that is their choice.

Item 1, continued:

Chairman Kovach said there seems to be consensus to move forward with a 60 day notification of a vacancy with the Mayor's nomination being 30 days prior to term expiration, but he would like broader discussion scheduled in a Council Conference as soon as possible. Councilmember Castleberry asked if language would be codified and Ms. Hall said the downside to codifying the language is the scenario where there is no applicant other than the current seated person. Mr. Bryant suggested the Mayor give Council a 60 day notice of a vacancy, give Council 30 days to make their own nomination and if there are none, the Mayor makes a nomination, which could be a reappointment. He encouraged Council to let the Mayor know of any objections, which would start discussion to reach consensus. Ms. Hall said she would incorporate language into the general guidelines for board, commission, and committee appointments and circulate that to Council.

Items submitted for the record

1. Memorandum dated November 6, 2012, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Members of the Council Oversight Committee
2. City Council Conference minutes of July 10, 2012
3. Draft Ordinance
4. Boards, Committees, Commissions List
5. Boards, Committees, and Commissions Additional Information summary
6. Members Serving on Multiple Boards/Commissions/Committees

Item 2, being:

DISCUSSION REGARDING RECREATIONAL SPORTS PROGRAM CONTRACTS.

Mr. Jud Foster, Director of Parks and Recreation, said there are five groups and six programs that contract with the City for use of sports fields. He said the Optimist Club has two programs and the other groups include Norman Youth Soccer Association, Norman Amateur Softball Foundation, Norman Football Academy, and Little Axe Youth Sports Association. He highlighted the contract similarities and differences. He said all groups provide workers compensation and liability insurance; trash removal; field marking; annual reports; and 100% electric use reimbursement, which is phased in beginning with 20% reimbursement for new programs. He said the City of Norman provides all major repairs to all locations and minor repairs at Griffin Park. He said the City mows all fields with the exception of Griffin Park, which is taken care of by the Norman Youth Soccer Association (NYSA). He said the NYSA has contracted the moving services for 20 to 25 years because it provides better manicured service than the City. He said all programs with the exception of the Norman Football Academy have constructed and operate concession stands. The contract terms vary from one year with a three year option, three years, or five years. He said these organizations have invested a great deal of money into improvements to the fields and anything constructed becomes the property of the City, but is maintained by the organization.

Mr. Foster said the Optimist Club has a one year term with a three year renewal option, which was a decision made by Council when their contract came up for renewal recently. He believes Council made that decision because they wanted the Optimist Club to produce a better annual report than previously submitted.

Item 2, continued:

Mr. Foster said the annual report consists of the following:

- ✓ Narrative of all league and tournament activity;
- ✓ Organization mission statement and goals;
- ✓ All league and tournament fee structures;
- ✓ Number of games, teams, players, tournaments, and scholarships;
- ✓ Age of participants;
- ✓ Breakdown of expenditures by category (equipment, labor, supplies, capital, etc.);
- ✓ Disclosure of all commissions, refunds, and rebates to the organization;
- ✓ Program beginning and ending fund balance;
- ✓ Annual program budget including revenue, maintenance/operation, and capital costs;
- ✓ Current record of officers including who can authorize expenditures;
- ✓ Names of those responsible for maintaining books and records; and
- ✓ A copy of incorporation documents and non-profit certification.

Mr. Foster said all the organizations consist of volunteers and the content or quality of the annual report varies from year to year. The bigger organizations tend to be more consistent and if there are any questions by Staff or the Parks Board they are usually answered to everyone's satisfaction. He said there have been occasions where the information is incomplete and Staff has struggled to get it, but those are exceptions and not the rule.

Councilmember Griffith asked how long the Optimist Club has had their baseball program and Mr. Foster said since 1994.

Councilmember Castleberry asked what the City's recourse would be if an organization did not provide an annual report and Mr. Bryant said there is a termination clause in each contract or the contract may not be renewed. Mr. Foster said Staff contacts the person in charge of the organization and they are told if the City does not receive the information, their contract will be terminated.

Councilmember Lockett asked what the annual revenue was for the organizations and Mr. Foster said those numbers vary. He said the NYSA has over 2,000 participants and revenue could be up to six figures while the Norman Football Academy has 250 participants with smaller revenues. He said he would provide those numbers to Council. Councilmember Lockett said the organizations are providing a great service to the community, but when they are dealing with six figures, maybe they should provide a simplified monthly report. Councilmember Castleberry said most of the organizations have enough trouble providing an annual report so a monthly report might be burdensome. Councilmember Jungman said the organizations are accountable to their own boards so he did not believe a monthly report was necessary.

Councilmember Castleberry said the City basically leases their facilities so the question is whether or not the City continues to outsource or run the programs themselves. He said the annual report gives the City an idea if that is feasible. Mr. Foster felt there is no way the City could provide the services at the same cost since the organizations are made up of volunteers and City Staff are paid workers.

Councilmember Castleberry asked if the programs are under or over served as far as participants and Mr. Foster felt the City is underserved. Councilmember Castleberry asked if the City has enough fields based upon usage and Mr. Foster said the City does not. He said the biggest shortage is practice fields and competition fields are growing more scarce.

Item 2, continued:

Chairman Kovach asked if Councilmembers had any direction for Staff or were they comfortable with the current process and it was the consensus of Council to stay with the current process for now.

Items submitted for the record

1. Contractual Requirements and Responsibilities
2. Contract No. K-1213-62 with Norman Youth Soccer Association, Inc.
3. Contract No. K-1213-61 with Norman Optimist Club with Exhibit A, Responsibilities of Norman Optimist Club at Reaves Park and Exhibit B, Responsibilities of the City of Norman at Reaves Park and Griffin Park
4. Contract No. K-0910-140 with Norman Amateur Softball Foundation, Inc., with Exhibit A, Responsibilities of Norman Amateur Softball Foundation and Exhibit B, Responsibilities of the City of Norman
5. Contract No. K-1213-63 with Football Academy, Inc., with Exhibit A, Responsibilities of Football Academy, Inc., and Exhibit B, Responsibilities of the City of Norman
6. Contract No. K-1112-127 with Little Axe Youth Sports Association with Exhibit A, Responsibilities of Little Axe Youth Sports Association and Exhibit B, Responsibilities of the City of Norman

Item 3, being:

MISCELLANEOUS DISCUSSION.

None

ADJOURNMENT.

The meeting adjourned at 6:55 p.m.

ATTEST:

City Clerk

Mayor

FINANCE COMMITTEE MINUTES
November 19, 2012

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Municipal Building Study Session Room on the 19th day of November, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Members Castleberry, Gallagher, Griffith, Kovach, and Chair Rosenthal

ABSENT: None

OTHERS PRESENT:
Linda Lockett, Council Member
Steve Lewis, City Manager
Anthony Francisco, Finance Director
Suzanne Krohmer, Budget Manager
Clint Mercer, Municipal Accountant
Mike Gibson, Cole & Reed
Sara Edwards, Cole & Reed
Ken Komiske, Utilities Director
Scottie Williams, Utilities Superintendent
Debra Smith, Environmental Services Coordinator
Gala Hicks, Human Resources Director
Jeff Bryant, City Attorney
Kathryn Walker, Assistant City Attorney II
Jud Foster, Parks & Recreation Director
Shawn O'Leary, Public Works Director
Erin Gavaghan, Norman Arts Council
William Murray, Montford Inn Bed & Breakfast
Michael Vance, Embassy Suites Hotel
Stephen Koranda, NCVB Executive Director
Doug Kennon, Sooner Legends Inn & Suites
Paul Vanraamdonk, Hilton Garden Inn
Pat Wyatt, Holiday Inn Norman
Joy Hampton, Norman Transcript

CONTINUED DISCUSSION REGARDING ROOM TAX ADJUSTMENTS

Anthony Francisco made presentation and reviewed handouts.

- It's possible this issue could be on the spring ballot.
- Room tax revenue growth
- Distribution of allocation
- Comparison of rates in other cities
- 1% and 2% rate increase scenarios

- Kovach – could bring new money for way-finding program and Norman as a destination point or gateway/I-35 maintenance.
- Cost of way-finding signs along I-35, ongoing maintenance would be $200 - $300 per year for landscaping (3rd party contractors). Tax could be used to offset the I-35 interchange maintenance.
- Lockett – would raising room tax rates be detrimental to hoteliers?
- Parks & Rec priorities of maintenance and replacement/upkeep of parks. "Sports Complexes" equals millions of dollars.
- Castleberry – this rate increase would not help big capital expenditures.
- Kovach – recommends keep formula same and increase tax rate by 2% because Oklahoma City may have rate increase in near future.
- Gallagher – is for park maintenance - wants a 2% increase with same current distribution.
- Koranda – investments are needed – travel programs will generate additional sales tax.
  - NCVB is significantly underfunded - lowest of Big 12 cities, even below Stillwater.
  - Other funding options; community proposal is TID (Tourism Improvement District).
  - City of Woodward has a TID.
  - Legislation questions – looking into TID versus increase in tax rate; tax versus assessment and assessment is put back into district development.
  - California and Texas have TIDs.
  - Wait to pursue increase in room tax rate.
- Kovach – we would have to wait another year for tax increase vote, if we wait.
- Gallagher – why not have both – TID and tax increase?
- Koranda – both would be detrimental, lower tax rate gives Norman a competitive advantage.
  - Promotions investments have greater returns.
- Erin Gavaghan – Norman is an excellent arts community – have limited funds.
  - NAC gets sponsorships from foundations and local businesses.
  - 1 – 2% rate increase would be huge benefit to NAC.
  - Total of seventeen organizations with 23 different projects get grants through NAC for a total of $150,000.
- Doug Kennon – Room Tax funds are supposed to be earmarked for improvements
  - Norman lost ballpark event because City didn't have funds for overtime to help with event.
  - Funds are for parks and facilities – not maintenance.
  - Why spend $200 - $300 for way-finding with GPS units?
  - Understands beautification aspect.
  - Use money for bid process and bring events to town.
  - Use for fixing and improving facilities to bring in tournaments – not maintenance.
  - Bring "heads in beds".
  - Put money where you will get a return – finding groups and tournaments.
- Michael Vance – Guest tax is earmarked for future.
  - Put focus on getting events and groups here, and they will spend money here which increases general sales tax.
  - Promoting destination city will put funds into items that will generate greater returns.
  - Not opposed to tax increase, but mowing lawns is not a good investment.

  - Have to build the destination city program.
- Kovach – increase rates to only be earmarked for promoting destination city.
- Hampton – hosting statewide events, if tax rate goes up 2%, can Norman still compete?
- Michael Vance –if Oklahoma City does increase tax rate, then it would be better for Norman.
  - If Oklahoma City doesn't, then rate increase would be higher than Oklahoma City's rate.
  - 1% rate increase would not put us above Oklahoma City but would put us above Tulsa.
- Pat Wyatt and Paul Vanraamdonk – both stated that it's a big advantage for Norman to have the lowest tax rate. Don't raise taxes until we have a plan of where these funds will go.
- Erin Gavaghan – arts events brought approximately 200,000 people to Norman. 1,200 hotel rooms booked last year. NAC also works toward "heads in beds".
- Mayor – ODOT policy change – gateway maintenance put on City
  - No consensus of uses
  - Best case scenario: hold April/May election; Feb 11 final proposal due; Dec 21 – April deadline.
- Lockett – need to have a plan in place before we try to sell it to voters.
- Kovach – 1% increase still keeps us at competitive advantage. Favors 1% increase – moving forward. If not being decided this election, might be 2014 for next possible vote and doesn't want to wait.
- Castleberry - $275,000, "we have the money in the budget to get funds immediately".
- Gallagher – wants to see 1% increase move forward with current distribution.
- Griffith – favors 1% increase.
- Mayor – continue discussion on item at next meeting.
- Lockett – give Council information early from NCVB for December meeting.

Item(s) submitted for the record:

1. Financial reports prepared by the Finance Department: Room Tax Revenue – Actual Collections; Distribution of Room Tax Revenue – FYE 13 Budget; Updated Revenue Estimate – Apportionment Of; Tax Rate Information – Benchmark Cities; and Sales & Room Tax Rate Comparison

<u>CONTINUED DISCUSSION REGARDING THE DRAFT FYE 12 COMPREHENSIVE ANNUAL FINANCIAL REPORT INCLUDING THE DRAFT SINGLE AUDIT AND DRAFT NORMAN TAX INCREMENT AUTHORITY AUDIT AS PREPARED BY COLE & REED</u>

Mike Gibson and Sara Edwards with Cole & Reed, made the presentation.

- Will have final report in December.
- Reviewed and discussed the following items:
  - Page 25 – Notes to Financials
  - Page 3 – Management's Discussion and Analysis
  - Transmittal Letter
  - Page 54 – Statement on Fund Balance
  - Page 59 – Recently Issued Accounting Standards. Statement #68 is effective year after next and addresses obligation for state pension plans.
  - Page 67 – General Fund – "not as bad off as we thought". Instead of losing $9.7 million, only losing $4.6 million.

  - Cole & Reed will submit final opinion next week. Unqualified opinion on all statements.
- Test areas were:
  - (1) utility revenues;
  - (2) payroll;
  - (3) cash disbursements
  - City complied with all programs (ARRA)
  - TIF statements
  - 2015 – GASB #68 - City required to recognize portion of unfunded obligation to police and fire pensions.
- Gallagher – asked what the difference was for qualified vs. unqualified opinion. Qualified – error of not following standards, and unqualified - free of material misstatements and entity is following standards.
- Mayor – Notes on Pages 12 and13 – savings due to continuing personnel freeze and 2% emergency reserve.
- Mayor – asks members to look at draft and prepare questions in advance of the December meeting.

Item(s) submitted for the record:

1. Draft FYE 12 Comprehensive Annual Financial Report prepared by Cole & Reed
2. Draft Single Audit Reports prepared by Cole & Reed
3. Draft FYE Norman Increment Tax Authority Audit prepared by Cole & Reed

DISCUSSION REGARDING THE DRAFT REQUEST FOR PROPOSAL FOR CURBSIDE RECYCLING SERVICES

Ken Komiske made presentation.

- Have approximately 29,600 customers
- Participation rate has decreased from 46% down to 37% of eligible customers.
- Volume of recycled materials collected has increased to 3,400 tons annually.
- RFP for new 5-year contract - materials desired are:
  - Newsprint, magazines and phone books
  - Office and mixed paper
  - #1 through #7 plastic containers
  - Chipboard and box board – cereal boxes
  - OCC – old corrugated cardboard
  - Aseptic packaging – juice boxes
  - Aluminum, steel and tin cans
  - Clear and colored glass
- Currently have dual stream system weekly – both poly cart and green box.
  - Option of single stream bi-weekly (poly cart instead of green box)
  - Currently City doesn't collect from multi-family units; wants to include this as option.
- Material Recovery Facility – only City would collect
- Optional Rewards Program – Recycler buys coupons for customers (have to sign up for it)

- Issue RFP – December 1, 2012; Proposals due January 1, 2013; Select contractor January 17, 2013; NMA approves contract February 12, 2013; service would begin March 2013; City will absorb any contract small increases.
- Committee wants City Sanitation Division to bid on service – just as they did 5 years ago.
- If City were to earn contract – more equipment would have to be purchased and more employees would have to be hired.
- Increase marketing and community/customer service emphasized in RFP.

Items submitted for the record:

1. Draft Request for Proposal for Residential Curbside Recycling Program prepared by the Utilities Department
2. PowerPoint presentation Residential Curbside Recycling Program prepared by Utilities Department

SUBMISSION OF THE REVENUE/EXPENDITURE REPORT AS OF OCTOBER 31, 2012

- Sales tax revenue remains on budget – trend is decreasing.

Items submitted for the record:

1. Summary of Major Funds-General; Capital; Westwood; Water; Water Reclamation; Sewer Maintenance; New Development Excise; Sewer Sales Tax; and Sanitation Fund Revenue Sources vs. Budget, Financial Report as of September 30, 2012.

SUBMISSION OF THE REPORT ON OPEN POSITIONS

Most savings in FYE 12 due to frozen positions and hiring freeze.

Items submitted for the record:

1. City of Norman/Human Resources Department Recruitment and Selection Report dated November 15, 2012.

MISCELLANEOUS DISCUSSION

Castleberry – CIP Funds available – approximately $8,000.

Irving and Whittier Rec Centers' floors are a safety hazard – will cost approximately $40,000 to replace.

The meeting adjourned at 7:18 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

November 26, 2012

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Multi-Purpose Room on the 26th day of November, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Gallagher, Williams, and Chairman Griffith
ABSENT:	Councilmember Jungman
STAFF PRESENT:	Mayor Cindy Rosenthal Councilmember Linda Lockett Ms. Susan Atkinson, Planner I Mr. James Briggs, Park Planner Ms. Susan Connors, Planning and Community Development Director Mr. Terry Floyd, Development Coordinator Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. David Riesland, Traffic Engineer Ms. Syndi Runyon, Administrative Technician
OTHERS PRESENT:	Mr. Evan Dunn, Citizen Ms. Joy Hampton, *The Norman Transcript* Mr. Greg Heiple, Citizen Ms. Vicki Holland, CART Mr. Gary Miller, Bicycle Advisory Board Chair Ms. Janice Oak, Progressive Independence Ms. Karleene Smith, CART Mr. Wayne Wickham, CART Mr. Tom Woodfin, Bicycle Advisory Board Member

PRESENTATION BY A REPRESENTATIVE FROM THE BICYCLE ADVISORY COMMITTEE REGARDING POSSIBLE MODIFICATIONS TO THE CITY'S BICYCLE TRANSPORTATION MAP.

Mr. Shawn O'Leary, Director of Public Works, introduced Mr. Gary Miller, Chair, Bicycle Advisory Committee (BAC) and Mr. Miller highlighted recommendations from the BAC regarding potential changes to the Bike Route Map. Mr. Miller said most of the routes in the City of Norman Bike System are "shared-road" routes and the bike routes are broken down into either *advanced* routes, which are located on streets with high volumes of auto traffic and are for experienced riders who are comfortable in most any traffic condition; or *basic* routes, which are located on streets with low to moderate traffic, including lower speeds, and are for the more casual or younger riders who are less confident in traffic without special provisions for bicycles. He said bike paths are also used in some areas of the City, but only a few exist in Norman. Bike paths are separated from the road, may be shared with pedestrians, and are good for all riders, but are particularly good for young riders who are still monitored by parents.

On October 10, 2010, Council adopted Resolution R-1011-55 revising Norman's Bike Route Map as recommended by BAC. Mr. Miller said the revised map featured the re-introduction of bike lanes along several streets including: Oakhurst Avenue, Biloxi Drive, Beaumont Drive, Shiloh Drive, Vicksburg Avenue, McGee Avenue, Boyd Street, and Brooks Street.

On September 13, 2011, Council approved the inclusion of bike lanes on Cedar Lane Road between 12th Avenue S.E. and one-half mile east of 24th Avenue S.E., 12th Avenue S.E. between Cedar Lane Road and State Highway 9, and Oak Tree Avenue between 12th Avenue S.E. and Constitution Street. Bike lanes are striped lanes on selected streets accompanied by signs and lane markings that are designated solely for bicycle use and no parking is allowed in bike lanes at any time. Mr. Miller summarized bike lanes as follows:

- Support and encourage bicycling as a means of transportation;
- Help define road space;
- Promote a more orderly flow of traffic;
- Encourage bicyclists to ride in the correct direction, with the flow of traffic;
- Give bicyclists a clear place to be so they are not tempted to ride on the sidewalk;
- Remind motorists to look for cyclists when turning or opening car doors;
- Signal motorists that cyclists have a right to the road;
- Reduce the chance that motorists will stray into cyclist' path of travel;
- Make it less likely that passing motorists swerve toward opposing traffic; and
- Decrease the stress level of bicyclists riding in traffic.

Mr. Miller said on August 13, 2012, the BAC unanimously recommended the inclusion of bike lanes, including the motivation for each, to the following 2012 Bond projects. He said subsequently, Council approved to add the proposed bike lanes to the 2012 Bond projects as follows:

- 24th Avenue East between Lindsey Street and Robinson – area is designated as a bike facility; provide a bike facility designed for all users (not just the advanced); high concentration of apartment complexes and students in the area; potential for additional residential and commercial development east of 24th Avenue East; one middle school and two elementary schools are located in the area; connection to the Beaumont Drive Bike Lane System; and bike lanes included in the design concept and budget development prior to the Bond Election.
- 36th Avenue N.W. between Tecumseh Road and Indian Hills Road – area designated as a bike facility; provided a bike facility designed for all users (not just the advanced); All Saints Catholic School located in area; bike lanes included in the design concept and budget prior to the Bond Election; active platting activity, i.e., 708 apartment units, 1591 residential lots, 605,800 square feet of commercial building space, 123,500 square feet of office space, 800 seat church sanctuary, and a 200 bed assisted living center, and the additional growth potential such as Ruby Grant Park and Special Planning Area No. 5 in the University North Park Tax Increment Finance District.
- Lindsey Street between 1-35 and Pickard Avenue – Lindsey Street is designated as a bike facility; provides a bike facility designed for all users (not just the advanced); gateway to University of Oklahoma (OU) which is the highest bicycle traffic generator in the City; area has one of three bicycle crossings over I-35; high concentration of apartment complexes and OU students in the area; potential for additional residential and commercial development, including a City park; two middle schools and three elementary schools located in the area; connection to the McGee Drive Bike Lane System; and bike lanes included in the design and budget development prior to the Bond Election.

Mr. O'Leary said furthermore the addition of the proposed bike lanes are consistent with the regional multimodal transportation vision in the Encompass 2035 and supports the recent designation of Norman as a Bicycle Friendly Community (Bronze Level) by the League of American Bicyclists. He said the goals and strategies of the Encompass 2035 – Regional Plan, along with a Norman citizen survey results, indicated Norman citizens wanted the regional bicycle and pedestrian networks expanded. Mr. O'Leary said the City begun a pilot program in a few areas of the community to demonstrate the need for and use of bike lanes within the City. He said the first phase of adding new bike lanes is being funded for the full amount ($55,215) by the City's Capital Budget. After this stage, the City plans to pursue a Complete Streets policy and continue to expand the bicycle network beyond the existing 12 miles of paved shared use path and 18 miles of singletrack.

Mr. O'Leary said the City is following a national standard when designing bicycle facilities, the American Association of State Highways and Transportation Officials (AASHTO) requires a five (5) foot minimum width for on-street bike lanes, 10 foot width for off-street multi-modal, signage, marking, and pavement smoothness, etc. He highlighted the cost impact associated with the addition of bicycle lanes as follows:

- Construction of bike lanes is eligible for federal funds;
- Projects with bike facilities compete better for federal funds;
- Cost of bike lanes included in bond project estimates; and
- Additional City cost per federally funded projects - 24th Avenue East: $425,000 ($340,000 federal / $85,000 local for a 1.64% increase); 36th Avenue N.W.: $450,000 ($360,000 federal / $90,000 local for a 1.66% increase); and Lindsey Street: $250,000 ($200,000 federal / $50,000 local for a 0.23% increase).

Mr. O'Leary said BAC recommends the City's Bike Route map be amended to designate the following as striped bike lane facilities:

1. 24th Avenue East, from north of Lindsey Street to Robinson Street;
2. 36th Avenue N.W. from Tecumseh Road to the northern City Limits; and
3. Lindsey Street from I-35 to Pickard Avenue

The BAC also recommends Council authorize Staff to proceed with design of the various projects as multimodal roadways with bicycle lanes in order to complete preliminary plans and secure additional readiness points when applying for federal funds in December 2012.

Councilmember Williams asked if the federally funded projects included a stipulation that the street must be a current bike route or designated route before federal funds can be applied and Mr. O'Leary said yes, that the City would need a bike route map reflecting the desire of the community to have off-street bike lanes. Mr. O'Leary said that the Oklahoma Department of Transportation (ODOT) will look to Council's interest regarding bike facilities within a documented plan, as opposed to randomly implementing project by project. He said the costs for the recommended projects were included in the cost estimates and budget for the bond election; therefore, if Council chooses to do the projects the funds are in the bond program and likewise there would be a cost savings if Council chooses not to do the projects.

Councilmember Gallagher felt 36th Avenue N.W. is too narrow to install bike lanes and would be dangerous for riders. Mr. Tom Woodfin, BAC member, said the standards for establishing safety of riding on the road take into the account the number of vehicles per day and the width of the road is not considered in the calculation for installing bike lanes on a proposed road. He said a study would be done on the proposed street and the best configuration for that street would be designed. Councilmember Williams asked how advanced routes are determined to be safe for both the bicyclist and traffic and asked if speed limits are taken into consideration. He felt 48th Avenue N.W. would be a much better choice because the street has a lot less traffic. Mr. James Briggs, Park Planner, said 36th Avenue N.W. was chosen as a bike route years ago because it was determined to be a street that most likely would be able to be constructed to include bike lanes. Mr. Briggs said 36th Avenue N.W. has remained because it has become the logical larger street in that particular area in Norman. Mr. Miller said the proposed reconstruction of 36th Avenue N.W. will make it more viable and a great opportunity for bike lanes to be added during construction. Mayor Rosenthal said the reconstruction will allow a tremendous opportunity to make the proposed roads safe for all modes of transportation at a miniscule cost in terms of the City's share and compete for federal dollars.

Mayor Rosenthal said bicycle networks, as well as sidewalk networks, are both desirable for pedestrians and Mr. O'Leary said all the proposed bike lane facilities will contain sidewalks on both sides of the street as well as accessible paths to travel. Mr. O'Leary said a 10 foot wide sidewalk is proposed on the east side 36th Avenue N.W., along Legacy Trail.

Councilmember Gallagher asked if Norman licensed bicycle riders and Staff said currently not at this time. Mr. Miller said in the past bicyclists were required to obtain licenses, but he felt it was and would be difficult to administratively maintain the licenses/registration for 27,000 plus bicyclists.

Councilmember Williams asked if other cities who have effectively added bike lanes to streets have any ordinances and/or laws that encourage bicyclists to use the bike lanes rather than use the street and impose fines if they do not. Mr. Miller said the BAC has asked Police Staff to research this very topic and Mr. O'Leary said Staff will follow up. Councilmember Gallagher asked if the BAC has had any coordination with the Police Department to discuss problematic areas; whether bicyclists or motorists complaints/concerns. He felt both bicyclists and motorists would benefit if the Police were more observant and/or issued more warnings to bicyclists/motorists that did not follow the law. Mr. Miller said Officer Marcus Smallwood attends BAC meetings, acting as liaison between the Police Department and BAC. He said the BAC has had a series of meetings with Mr. Keith Humphrey, Police Chief, to discuss incidents and residential complaints. Mr. Miller said enforcement, whether the bicyclists behavior or motorist actions, is a standing agenda item at each BAC meeting. Mr. O'Leary stated that Staff from Public Works, Parks and Recreation and the Police Department are all actively involved with the BAC.

Councilmember Gallagher asked if particular streets such as 12th Avenue East and Robinson Street will be taken off the bike route because they are very heavily traveled streets and Mr. Miller said the BAC constantly reviews the bicycle route map to determine if streets should be removed. Mr. Miller said the BAC is recommending the on-street bike lanes in hopes of eliminating a lot of the concerns such as narrow roads, speed limits, overall safety and possible frustrations for the bicyclists as well as motorists. Mr. O'Leary said it is a very dynamic process and it is reasonable that the routes will change over time whether deleting and/or adding streets.

Chairman Griffith asked why 60th Avenue East and 72nd Avenue East are not considered advanced bike routes and included in the bike route map. Mr. Briggs said that the BAC felt that 48th Avenue East was the best route and Mr. Miller said 60th Avenue East and 72nd Avenue East both have a lot of hills.

Ms. Joy Hampton, *The Norman Transcript*, asked the advantages of a being named as a bike friendly community and Mr. Miller said it promotes the community's image and increases the overall quality of life for its residents.

Chairman Griffith said he echoed Mayor Rosenthal's comments regarding the tremendous opportunity that exists to make the proposed roads safe for all modes of transportation at a miniscule cost in terms of the City's share and having the designations will assist in competing for federal dollars. He felt this is an opportunity for Norman to enhance bicycle riding and safety for the entire community. Chairman Griffith said he believes the statement, "If you build it, they will come," and felt the more opportunities that are provided to bicyclists, the more residents will take advantage of bicycling, as well as, more bicyclists may be likely to visit our City.

Items submitted for the record

1. PowerPoint Presentation entitled, "2012 Transportation Bond Program Accommodation for Bicyclists" City Council Planning and Transportation Committee dated November 26, 2012, presented by the Bicycle Advisory Committee and Public Works Department
2. City of Norman Bike Route Map 2011 Edition

STATUS UPDATE ON THE DEVELOPMENT OF A HIGH DENSITY RESIDENTIAL ZONING DESIGNATION.

Ms. Susan Connors, Director of Planning and Community Development, said on September 24, 2012, Staff presented the Community Planning and Transportation Committee (CPTC) with a report on the summer's High Density Discussion Series and the Committee requested Staff prepare a High Density Zoning District (HDZD) that would be added to the existing Zoning Ordinance. She said development of a HDZD is guided by community input gathered throughout the discussion series and having such an ordinance would enable the City to allow development of higher density residential land uses, which are not permitted under the current zoning districts. A new HDZD would prioritize issues such as compatibility of size and scale of new development relative to existing neighborhoods and districts, the provision of adequate parking to support high density, the importance of high quality design and building materials, and appropriate locations for development.

Ms. Connors said at the October 22, 2012, CPTC, the Committee requested Staff to prepare an update on the progress being made regarding the creation of a High Density Zoning Ordinance and associated design guidelines. In addition, the Committee also requested Staff research several other topics that are related to the development of a HDZD including impact fees. Ms. Connors said Staff began by identifying existing impact fees in the City of Norman, which have been adopted by Council and are triggered by applications to develop land within the City limits. The current impact fees include:

- Park Fee – Community: $75.00 fee per dwelling unit applicable to all new single and two-family dwelling unit applications.
- Park Fee – Neighborhood: $75.00 fee per dwelling unit applicable if a park is within a one-mile radius of the building site, typically applies to all urban areas.
- Erosion Control Fee: - $80.00 fee assessed for each permit for construction of new residential or multi-family dwellings. Lots greater than two (2) acres with impervious area less than 5,000 square feet or projects less than 500 square feet of new impervious surface are exempt from this fee.

Parking Impact Fees
Ms. Connors said the Committee also requested Staff research the use of parking impact fees as an option for future use in Norman. She said published research on this topic is limited, but Staff found several notable articles by Donald Shoup, Professor of Urban Planning and Director of the Institute of Transportation Studies, at University of California Los Angeles (UCLA). Ms. Connors distributed an article entitled "Instead of Free Parking," and said Mr. Shoup explored the mechanism of fees in lieu of parking ordinances and parking impact fees in general. Also included in the article are report findings from surveys of 29 cities throughout the United States and abroad, five of which are American college towns. Mr. Shoup noted that minimum parking requirements impose high costs on all users, but notes that reform is often difficult because parking requirements are entrenched in cities' practice and legislated in zoning ordinances. She said he also observes there is no such thing as a free parking space. He states someone must pay for it. If motorists do not, then who does?

Ordinance Outline
Ms. Connors said Staff is in the process of developing a new zoning district that would be amended in the Zoning Ordinance. The new district would apply only to high density residential development and/or mixed use developments that included high density residential, but could apply in a variety of settings throughout the City. The new zoning ordinance would include elements such as a description of the district, the purpose of the district, definitions, permitted uses, required procedures, and review criteria. Ms. Connors said in order to fulfill community expectations of compatibility with existing neighborhoods and commercial districts, as well as ensuring the harmonious blending of new development in existing community, the ordinance will include design guidelines. She said the guidelines are not seeking a uniform appearance or style, but are intended to manage key elements of compatibility, e.g., size, scale, and quality of infill structures; harmonious siting of new buildings with respect to existing buildings; and the creation of an attractive and useful public realm.

Ms. Connors said Staff is continuing to develop the ordinance as well as research other ordinances and articles that will assist with what should be included. She said Staff will prepare a completed draft ordinance for discussion at the December 17, 2012, CPTC meeting.

Chairman Griffith asked how the fees in lieu of could be used and Ms. Connors said the fees could be used to construct parking garages. Councilmember Gallagher felt the cities that Mr. Shoup addressed in his article are not similar to Norman and his impression of the article was to make driving/parking difficult for people rather than offer more parking amenities. Ms. Connors said there is limited research on the topic regarding parking impact fees and Mr. Shoup has done a lot of work on the subject, therefore, Staff felt providing his literature would be the best information to provide the Committee on what other cities are doing regarding parking impact fees. Councilmember Gallagher asked if Staff would offer any recommendation from the article and Ms. Connors said Staff would need to explore this topic more if the City was interested in trying to provide parking garages in certain areas within the City.

Mayor Rosenthal said she recently attended the Institute on City Design Conference that included eight (8) cities with populations of 120,000 or less, and four (4) of the cities were university communities, i.e., Tuscaloosa, Athens, Charlottesville, and Norman. She said the discussion included alternative ways to mandate requirements, e.g., every project would be required to construct a parking garage, etc. Mayor Rosenthal said at some point, if there was an abundant amount of parking garages, it would not be economical to construct another, but those fees in lieu of could then be used for central spaces. Mayor Rosenthal said another interesting piece of the discussion was fees in lieu of could go towards eco-paths essentially supporting transit and transit alternatives, which would also alleviate some of the pressures on the parking issues. She said the taking away point of the conference was that cities needed to be thinking of design criteria, not only parking structures and ratios, but also about how to manage the (general) parking resource. Mayor Rosenthal said the management of parking resources might include resident parking passes, a fee in lieu of that would support transit, a fee in lieu of that would support a central parking garage, etc. She said there are a different number of strategies from installing meters to shared vehicle programs that can assist with the parking management and felt the City may need to consider a parking management program that is more comprehensive than just the amount of parking spaces. Councilmember Gallagher felt a shared vehicle program is too complex and an issue that Norman does not yet need to address.

Mayor Rosenthal said another idea that came out of the conference was to designate transition zones that are not necessarily high density, but where height parameters can be varied. She said a lot of emphasis was put on design guidelines that included the notion of requiring active ground floor uses such as retail space rather than only parking garages as well as focusing on the public realm including streets, sidewalks, and parking area between the sidewalk. She said publically accessible open space was recommended and the emphasis was to incorporate existing legacy areas, i.e., respect exiting context of the area, the character of the neighborhood, etc. She said the dialogue also recommended creating a design review board. She said she will provide the conference information to Staff for review because she felt it could assist Council going forward.

Chairman Griffith said the City has a fee in lieu of for park land where the money is used to improve parks and felt it would be an excellent opportunity for the City to research different funding resources to improve the parking situation in the community. He felt at some point Norman will need a parking garage and this topic has so many possibilities and needed to be explored. Chairman Griffith said another possible use for a fee in lieu of could be funding for Cleveland Area Rapid Transit (CART). Councilmember Lockett felt that Norman is not ready to discuss parking impact fees and the topic is not practical at this time.

Chairman Griffith asked if high density structures around the campus and downtown areas would have height restrictions and Ms. Connors said yes, that was the consensus from the all the information gathered at the High Density Discussion Series. Ms. Connors said Staff was asked to provide one ordinance to the Committee; therefore, unless the direction is to include some type of overlay district or other mechanism that will separate the different regulatory elements and/or the different areas of the city, Staff will try to determine how best to fit those elements into one ordinance that will work city-wide.

Items submitted for the record

1. Memorandum dated November 26, 2012, from Ms. Susan F. Connors, AICP, Director of Planning and Community Development, to Chairman and Members of Council Community Planning and Transportation Committee, with Attachment A, article entitled "Instead of Free Parking" abstracted from a report in the Journal of planning Education and Research, Summer 1999, and Attachment B, Outline of High Density Zoning Ordinance

CART RIDERSHIP REPORT INCLUDING SAFERIDE AND EXTENDED SERVICE.

Ms. Vicki Holland, Cleveland Area Rapid Transit (CART), distributed the CART Ridership Report for October 2012. She asked if anyone had any comments and/or question and no comments and/or questions were received.

Items submitted for the record

1. Cleveland Area Rapid Transit Ridership Totals for the Month of October 2012

UPDATE FROM CART ON TRANSIT ACTIVITIES AND PROGRAMS.

Ms. Vicki Holland, Cleveland Area Rapid Transit (CART), said CART will purchase two (2) new Compressed Natural Gas (CNG) lift equipped paratransit vehicles in early 2013. She said the costs of the vehicle is $83,719 each and will be purchased with funds made available through Norman Regional Hospital Authority's $50,000 yearly commitment to CART. Ms. Holland said in addition, Metro Transit in Oklahoma City (OKC) will provide CART with three (3), 35 foot 2001 Orion diesel buses in January and CART greatly appreciates the working relationship with Metro Transit OKC and Central Oklahoma Transportation and Parking Authority (COTPA). Councilmember Gallagher asked if the three (3) buses that Metro Transit OKC and COPTA are providing CART will be CNG buses and Mr. Wayne Wickham, CART, said no. Mr. Wickham said the buses are diesel and can not be converted to CNG. Chairman Griffith asked the condition of the buses being given by Metro Transit OKC and COPTA and Mr. Wickham said they are running and in service now.

Ms. Holland said after more than 30 years at Robertson Hall on the main campus at the University of Oklahoma (OU), the Parking and Transportation Services will be moving early next year. The Parking Services Division will be moving to Stubbeman Village near the residence halls and the Parking Services administration office will join CART at the Theta M. Dempsey Transportation Operations Center on Chesapeake Street. She said the move is necessary due to the expansion of the OU Graduate College which now occupies the second floor of Robertson Hall.

CART joins with the Oklahoma Transit Association, the City of Oklahoma City, and the Oklahoma City Chamber of Commerce in requesting an increase in the State of Oklahoma Transit Revolving Fund. Ms. Holland said CART also asks the City of Norman and the Norman Chamber of Commerce to support the increase. She said CART receives approximately $100,000 per year from the Oklahoma Transit Revolving Fund and these funds match federal funding CART receives from the Federal Transit Administration (FTA). Ms. Holland said the funds are set at a percentage of the annual revenue (in-service) miles CART provides each year.

Ms. Holland said CART has recently hosted its first ever Stuff the Bus event to help military families in need and veterans transitioning to Veterans Affairs (VA) care. CART staged a bus at both Norman Walmart stores on October 4, 2012, and collected more than $700 in gift cards and a lot of toys, coats, diapers, etc. Ms. Holland said Stuff the Bus was part of a statewide effort held in conjunction with the Oklahoma Transit Association and Operation Homefront Oklahoma/Arkansas and CART plans to make Stuff the Bus an annual community event. She said another annual CART campaign, Fill the Trolley, is off to a great start with a record number of sites and participants – 59 and counting. She said Fill the Trolley is an annual campaign where CART teams up with other departments to collect toys for children in need. The toys go to the Cleveland County Christmas Store for children ages birth to 12 years old. Ms. Holland said volunteers from OU Parking and Transportation Services will pick up the toys and deliver them on November 27th and 28th, 2012.

Items submitted for the record

1. CART Update newsletter dated November 2012

MISCELLANEOUS DISCUSSION.

None.

The meeting adjourned at 6:45 p.m.

City Clerk

Mayor

CITY COUNCIL BUDGET RETREAT MINUTES

December 4, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Budget Retreat at 5:30 p.m. in the Municipal Building Conference Room on the 4th day of December, 2012, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Mayor Rosenthal
ABSENT:	Councilmembers Spaulding and Williams

Item 1, being:

PRESENTATION OF THE PIONEER LIBRARY SYSTEM ANNUAL REPORT BY ANNE MASTERS, EXECUTIVE DIRECTOR.

Ms. Anne Masters, Director of the Pioneer Library System (PLS), said the annual report provides an overview of the system including information on the Board of Trustees and system goals. She highlighted the activities offered at the Library in FYE 2012.

Ms. Masters said citizens in Cleveland, Pottawatomie, and McClain Counties approved a millage increase in 2008, which allowed the PLS to extend their hours, increase the material budget, add technology, and provide additional library services. She said Norman Library computer sessions have increased by 22%, which is equal to 46 computer uses per day. She said each computer session is limited to two hours and many customers would like to use computers longer; however, computers are in such high demand their use must be limited.

In 2012, the library offered 192% more adult programs, 22% more children's programs and 720% more programs designed for all ages. She said more than 3,000 children registered for the summer reading program. Since 2008, annual circulation for the Norman Library has increased 34% bringing the total number of items checked out to well over one million. The Library had 75,009 registered cardholders at the end of June 2012.

Ms. Masters said the Norman Library's collection has increased by 62%, an addition of over 75,000 items. She said the library is consistently replacing older, outdated, less popular items with fresh new items. The "virtual library" offers over 45,000 downloadable e-books and audio books and is constantly growing. She said an additional 22,000 items will be added with the opening of the eastside 24-hour automated library and west side branch. Installation of the east side automated library is projected for March 2013 and opening of the west side branch is targeted for fall 2013.

Ms. Masters said the Norman Library is the most heavily used City building with 534,039 people visiting the library in FYE 2012. She said a national library value calculator is used to illustrate the value of library materials and programs. She said based upon Norman Library circulation and program attendance, Norman customers receive an average of $28.74 in free services every time they enter the building.

Ms. Masters said since 2008, services provided at the Little Axe Community Center have increased by 148% even though the population growth is 1%. She said PLS added on-site collection of materials, computers, a monthly book discussion group, computer classes, and a summer program.

Item 1, continued:

Ms. Masters highlighted information about library volunteers and frequent patrons. She said teen volunteers earn letters of recommendation based upon their service to the library and 100 teens volunteered for the children's summer reading program.

Ms. Masters said the library has developed business services and business collections. Mr. Phil Clark, Business Coordinator for PLS, hosts a business book club, assists entrepreneurs with research, teaches classes in developing business plans, and meets with classes at the University of Oklahoma (OU) and Moore-Norman Technology Center. A grant procured by Mr. Clark enabled the library to provide a six week financial literacy class for City of Norman employees.

Ms. Masters highlighted the Children's Program. She said approximately 300 pre-school children attend weekly programs in the library. Every Tuesday morning 50 to 70 adults along with their preschoolers attend story time at Sooner Mall. She said PLS also provides wi-fi, book lockers for picking up library materials, and book drops for returning library materials at Sooner Mall. She said most of these services will be provided at the west side branch when it opens.

At the west side branch (the old Border's Store) interior demolition will begin in December. She said PLS donated the inside materials to Habitat for Humanity. Completion date of the building is projected to be June 1, 2013, and PLS employees will begin moving offices in early June phasing the move in over the summer. She said an opening date for the west side branch has not been determined, but Staff expects it to be sometime in the fall.

Councilmember Gallagher asked how visitors are counted. He said if he goes out of the main library into the lobby to get a drink of water and comes back in minutes later, does he get counted twice? Ms. Lisa Wells, PLS Assistant Director for Library Services and Cleveland County Coordinator, said the counter system is a thermal indicator that can detect body heat and projects a thermal image for each person so you would not be counted twice.

Councilmember Gallagher asked what types of adult programs have been increased and Ms. Leslie Tabor, Norman Library Branch Manager, said adult programs vary by season and demands of the community. For instance, the Science Café is a program for people in the community interested in issues like global warming. Gardening workshops are held as well as programs tailored for weight loss or kicking bad habits. She said programs are also tailored to different demographics of Norman such as providing programs related to hunting and fishing for the east side residents. She said there are programs teaching people to be fiscally fit or eating healthy on a budget. In 2012, the library held 275 adult computer classes with over 2,000 in attendance providing everything from basic computer skills to more complicated programs such as Excel.

Councilmember Gallagher asked how the collections are selected and Ms. Masters said PLS has selectors that select materials system wide. The selectors meet regularly with library Staff to look at the system collection as a whole as well as attending to the particular needs communicated to them by library branch Staff. Ms. Wells said PLS also uses System HQ, which is an online software program that allows Staff to look at their entire inventory to determine what types of books are checked out the most and where. The books checked out the most go into a category called "grubby" while books that are checked out the least go into a category called "bed." She said books can be transferred to branches where they are more popular.

Item 1, continued:

Councilmember Griffith asked for the statistics on the Adult Literacy Program and Ms. Masters said there are 100 active tutor student matches through the program in Norman. Tutor training programs are offered every other month throughout the year. Students are adults who have not learned to read or do not read well enough to function as a reader. Councilmember Griffith asked if participation has been consistent or if there has been an increase and Ms. Masters said there has been an increase, especially in English language learners. She said some of these adult students are literate in their own language, but are trying to learn English and are matched with tutors to learn conversational skills.

Councilmember Kovach asked how much time PLS would need to staff and supply materials for an east side branch. Ms. Masters felt that by the time an east side building is constructed and ready to open, PLS Staff would be ready as well. Ms. Wells said PLS is putting money into a reserve fund for future materials so PLS Staff is already actively preparing for additional branches in Norman as well as other communities they serve.

Items submitted for the record

1. Pioneer Library System 2011-2012 Annual Report
2. PowerPoint presentation entitled, "Pioneer Library System"

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Item 2, being:

DISCUSSION REGARDING THE FYE 2013 CAPITAL IMPROVEMENT PROJECTS BUDGET STATUS AND THE FYE 2014-2017 CAPITAL IMPROVEMENTS PLAN.

Mr. Steve Lewis, City Manager, said the Finance Committee had discussed the FYE 2013-2014 budget timeline at their meeting in November. He said tonight Staff will update Council and solicit input on the Capital Budget, which is a five year plan. He said this will be the first meeting to review the budget and any suggestions from Council will be incorporated into a draft budget to be reviewed in February.

Ms. Linda Price, Revitalization Manager, said the Capital Improvements Plan (CIP) represents a multi-year scheduling of public infrastructure improvements and expansion. The benefits of adopting a CIP are that it offers a vital link between the Comprehensive Plan and actual construction of public improvements; ensures plans for community facilities are carried out; improves coordination and scheduling of public improvements that require more than one year to construct; and provides an opportunity for residents and community interest groups to participate in decisions that impact their quality of life.

Ms. Price said the CIP acts as a public information document to advise residents how the City plans to address significant capital needs over the next five years. It is a flexible plan that can be altered as conditions, funding, priorities, and regulations change. Each year projects are reassessed for financial feasibility, environmental impact, conformance to previously adopted plans, and priorities from the citizen input process.

Item 2, continued:

Ms. Price highlighted revenue sources and Capital Budget Expenses in the FYE 2013 Budget as follows:

REVENUE SOURCES	AMOUNTS	CAPITAL BUDGET EXPENSES	AMOUNTS
User Fees	$10,077,496	Capital Outlay	$ 3,096,988
Community Park Fee	115,000	Maintenance of Existing Facilities	492,500
Capital Improvement Charge	1,801,492	Personnel and Services	902,648
Sewer Replacement Charge	552,894	Street Maintenance	5,415,032
Sewer Maintenance Rate	3,578,582	Transportation	5,182,179
Sewer Excise Tax	1,990,071	Building and Grounds	3,688,797
Capital Sales Tax	17,784,874	Parks and Recreation	560,000
Tax Increment Financing	2,124,847	Sanitation	0
Public Safety Sales Tax	1,127,450	Stormwater	235,000
General Obligation Bonds	12,481,721	Wastewater	27,204,792
Grants	720,800	Water	5,577,291
Private	0		
TOTALS	**$52,355,227**		**$52,355,227**

Ms. Price highlighted FYE 2013 Impact Projects as follows:

- I-35 and Robinson Street Interchange N.E.
- I-35 and Robinson Street Interchange Design (west side)
- Fire Station No. 9
- Robinson Street Underpass
- I-35 Widening from Main Street to Canadian River Bridge (ODOT)
- 60th Avenue N.W. – Tecumseh Road to Indian Hills Road
- I-35 and Main Street Interchange
- Water Plant Expansion Design
- Water Reclamation Plant Expansion Design and Construction

Ms. Price updated Council on the status of the 2010 Bond Projects for street maintenance – year one, complete; year two, urban asphalt 85% complete and urban concrete 25% complete; and year three, urban asphalt 40% complete, urban concrete 25% complete, and rural road reconstruction 50% complete. She said the Outdoor Emergency Warning System is complete. She also updated them on key projects that are underway or upcoming.

Ms. Price provided an overview on FYE 2011-2013 Capital Facility Maintenance Projects that include roofs, heating and air, and lighting projects for Municipal buildings, Westwood Pool repainting, and design and specifications for the Smalley Center.

Ms. Price said new infrastructure projects include the Transportation Master Plan; Tecumseh Road and 48th Avenue N.W. traffic signal; downtown parking lot; Reaves Park softball building replacement; Building C generator; replacement of lightning detection systems at three parks; replacement of deficient natural gas line at Fleet Maintenance; aerial photos; Highway 9 utility relocation from 24th Avenue east to 36th Avenue east and 36th Avenue east to 72nd Avenue east; replacement of vent hood and fire suppression system at Westwood Grill; and Council Chambers audio/video upgrades. She said the City also budgets money for Oklahoma Department of Transportation (ODOT) audit adjustments on completed projects.

Item 2, continued:

Ms. Price highlighted projects federally funded through the Association of Central Oklahoma Governments (ACOG) FYE 2013 Transportation Improvement Program (TIP) as follows:

▪ Citywide flashing yellow arrow traffic signals	$ 370,000
▪ Major roadway resurfacing (Tecumseh Road/24th Avenue N.W.)	$1,200,000
▪ Citywide school zone flashers	$ 401,000
▪ Traffic signal video detection upgrade (17)	$ 505,000
▪ South Highway 9 fiber network/traffic signal interconnect	$ 250,000
▪ Three new traffic signals - (Jenkins Avenue/Brooks Street, Jenkins Avenue/Stinson Street, Reagan Elementary/24th Avenue S.E.)	$ 675,000
▪ Citywide pavement markings	$ 300,000
▪ Boyd Street traffic signal interconnect	$ 430,000

She said ACOG's portion was $3,425,000 and the City's share was $240,000, which is 7% of the project costs.

Mayor Rosenthal asked the status of the Boyd Street Traffic Signal Interconnect Project and Mr. Shawn O'Leary, Director of Public Works, said the project is in the final design stage. Mayor Rosenthal said the intersection is dangerous for pedestrians crossing Boyd Street, especially when traffic is trying to turn east off Asp Avenue and University Boulevard. She suggested an "All Pedestrian Walk" signal and Mr. O'Leary said he would look into that, but felt the project would address those issues. Councilmember Lockett said she had concerns about the left turn signal at Lindsey Street and Elm Avenue and asked Staff to look into that as well.

Councilmember Gallagher asked if the 17 video detection upgrades were for new intersections and Mr. O'Leary said yes, these are primary intersections where the City is currently using video feed and loop detectors. Councilmember Gallagher asked if this project would enable the City to adjust the timing of traffic signals and Mr. O'Leary said yes, it will allow better technology as the loop detector feed is sometimes lost due to pavement movement in cold weather.

Councilmember Gallagher wanted more public education on flashing yellow arrows as many drivers still do not understand the concept. Mr. O'Leary said the City can place information on Channel 20.

Ms. Price said FYE 2016-2017 CIP is currently in the red, but FYE 2014-2015 has less than $100,000 in the black and after that, funds are in the red. She said even though the General Obligation Bond (G.O.) passed in 2010, it does not solve all the problems. She said the City will need to discuss the Storm Water Utility Fee System, issues related to coordinating with ODOT when I-35 is being upgraded, and the coordination of multiple City projects.

Mayor Rosenthal asked if one Staff person is assigned to oversee bond projects or are multiple persons overseeing them and Mr. O'Leary said the projects are being managed by the City Engineer who works closely with Engineering Division Staff. Mayor Rosenthal said in 2005, she thought the overseeing the projects was paid out of the bond issuance instead of the General Fund and asked if that is occurring this time. Mr. Anthony Francisco, Finance Director, said full salaries for the Capital Project Engineers were paid out of the Capital Fund. Salaries cannot be paid from General Obligation Bond proceeds.

Item 2, continued:

Ms. Price highlighted projects the Finance Committee selected to move forward using funds made available in the Capital Fund with passage of the G.O. Bond election. Those projects include the Indian Hills Road Bridge Overpass Deck; 36th Avenue N.W./Havenbrook Street and 12th Avenue N.E./High Meadows Drive traffic signal designs; N.E. Lions Park, Tulls Park, and Eastwood Park improvements; Council Chambers Audio/Visual Project; and Reaves Center, Senior Citizens Center, and Firehouse Art Center HVAC Projects. She said as the projects move forward money will be transferred from existing projects that are now bond projects.

Councilmember Kovach asked when the ODOT audit adjustments will come due and Mr. O'Leary said they vary and there is usually a delay on ODOT's side so it could take three to seven years before a final audit is completed.

Councilmember Kovach asked if money had been budgeted for the design of a school crossing signal on Porter Avenue and Mr. O'Leary said yes, it is in the FYE 2013 budget; however, money is not yet budgeted for construction.

Councilmember Griffith asked where funding of a fence being installed at N.E. Lyons Park is coming from and Mr. Jud Foster, Director of Parks and Recreation, said funds are available in the Parks Department maintenance and operations budget.

Councilmember Kovach asked if replacement flooring at Whittier Recreation Center is in the five year budget and Mr. Foster said replacement flooring was requested for Whittier and Irving Recreation Centers, but they are unfunded at this time. Councilmember Kovach asked the estimated cost and Mr. Foster said approximately $130,000 to $140,000. Councilmember Gallagher said those centers are used predominantly by school children and asked if the City has considered requesting the schools to contribute to some of the maintenance and/or construction costs for new flooring. Mr. Foster said there has been discussion with the schools about leasing the centers, but until that happens the schools cannot put capital investments into the facilities. Mr. Lewis said Staff has looked at flooring materials installed in the gyms at Reagan Elementary and Longfellow Middle School to get ideas on low-cost, durable materials. Councilmember Castleberry said he would like to see funding for new flooring in the budget because the recreation centers are heavily used and the City needs to take care of high impact, highly visible facilities. Mr. Lewis said he and Staff are reviewing Capital Projects to identify funding and will have more information for Council in January.

Councilmember Kovach said there are ongoing storm water issues such as street sweeping and creek beds with inverse condemnations. He said Council has a moral obligation to take care of citizens affected by these things and cannot continue to push these projects out. He would like to see implementation of the program for a storm water utility fee. Mayor Rosenthal said although these are not the highest ranked issues, they are important and are on the Finance Committee's agenda this year.

Councilmember Kovach said at the last Retreat, Council discussed refinancing the Tax Increment Finance (TIF) District debt and said if the City is able to refinance he would like to see some portion of the tremendous amount of Staff time that goes into managing the TIF billed back to the TIF. He said this might take some of the burden off the Capital and General Fund Budgets. Mayor Rosenthal said the Finance Committee could review that.

Councilmember Castleberry asked if bids were in for Legacy Park and Mr. Foster said yes and Staff is working to get the item on the December 18, 2012, Council agenda.

Item 2, continued:

Councilmember Jungman asked about the approach to improving streets that do not have curbs and gutters and Mr. O'Leary said they get general maintenance as any other street. He said in the 2010 G.O. Bond election there was an element for total reconstruction of neighborhood streets, which are older streets that were mostly rural when they were created. He said they are more complex because the current drainage system is a roadside channel so when curb and gutters are constructed, the drainage grade must be changed.

Items submitted for the record

1. Memorandum dated November 29, 2012, from Linda R. Price, Revitalization Manager, to Honorable Mayor and Councilmembers
2. PowerPoint presentation entitled, "FYE 2013 Capital Improvement Projects Budget Status and FYE 2014-2017 Capital Improvements Plan"
3. Major CIP Projects Over $100,000 2013-2017 Excluding Bond Projects

* * * * *

The meeting adjourned at 6:36 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL MINUTES
NORMAN UTILITIES AUTHORITY MINUTES
NORMAN MUNICIPAL AUTHORITY MINUTES
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES

December 11, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 11th day of December, 2012, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by students from Jefferson Elementary School.

* * * *

Item 3, being:

APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 20, 2012
CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 20, 2012
CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 27, 2012
CITY COUNCIL MINUTES OF NOVEMBER 27, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 27, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 27, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 27, 2012

Items submitted for the record

1. Text File No. GID-1213-90 dated December 4, 2012, by Brenda Hall, City Clerk
2. City Council Special Session minutes of November 20, 2012
3. City Council Study Session minutes of November 20, 2012
4. City Council Special Session minutes of November 27, 2012
5. City Council minutes of November 27, 2012
6. Norman Utilities Authority minutes of November 27, 2012
7. Norman Municipal Authority minutes of November 27, 2012
8. Norman Tax Increment Finance Authority minutes of November 27, 2012

and the question being upon approving the minutes and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the minutes approved; and the filing thereof was directed.

* * * * *

Item 4, being:

PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM JEFFERSON ELEMENTARY SCHOOL.

Mayor Rosenthal and Councilmember Jungman presented Citizenship Awards to students from Jefferson Elementary School.

Items submitted for the record

1. Text File No. GID-1213-81 dated December 4, 2012, by Carol Coles, Administrative Assistant

Participants in discussion

1. Mayor Rosenthal and Councilmember Jungman presented Citizenship Awards to students Tahleah Connolly, Anna Dalrymple, Garrett Dye, Bethany Farthing, Christopher Green, Tristan Hinds, Tag Holt, Marcel Lang, Maria Nairn, Emma Rogers, Dann, Megan Mizell, Esperanza Osuna; Ella Pantalone; Trace Redwine, Josh Robinson, Elijah Salas, Lydia Stuart, William Stuart, Quinn Swatek, and Simon Williams
2. Dr. Kathy Tabor, Principal of Jefferson Elementary School, said the students were selected as representatives of good citizens of Jefferson Elementary School

* * * * *

Item 5, being:

RESOLUTION NO. R-1213-81: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION, AWARDING THE 2012 CITY OF NORMAN HUMAN RIGHTS AWARD.

Councilmember Kovach moved that Resolution No. R-1213-81 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. R-1213-81 dated November 27, 2012, by Carol Coles, Administrative Assistant
2. Resolution No. R-1213-81
3. Letter dated November 19, 2012, from Lisa L. Schmidt to the members of the Norman Human Rights Commission
4. Norman Human Rights Commission minutes of November 26, 2012

Participants in discussion

1. Ms. Kay Ham, Chairman of the Human Rights Commission, presented the Human Rights Award
2. Ms. Lisa Eubanks, Ms. Sandy Ackerman, and Ms. Kay Ham, representing Re-Run Junction, accepted the resolution and thanked the Council

and the question being upon adopting Resolution No. R-1112-81, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-81 was adopted.

* * * * *

Item 6, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 7 through Item 16 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 7 through Item 16, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Item 7 through Item 16 were placed on the consent docket by unanimous vote.

* * * * *

Item 7, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

NORMAN HOUSING AUTHORITY
TERM: 11-21-12 TO 11-21-15: MIKE MCDANEL, 2620 ACACIA COURT

BOARD OF PARKS COMMISSIONERS
TERM: 01-01-13 TO 01-01-16: DENNIS BRIGHAM, 3801 ANNALANE DRIVE
TERM: 01-01-13 TO 01-01-16: PHILLIP BROCKHAUS, 1136 MERRYMEN GREEN
TERM: 01-01-13 TO 01-01-16: ELIZABETH LONDON, 801 CAREY DRIVE

PLANNING COMMISSION
TERM: 12-11-12 TO 11-01-15: SANDY BAHAN, 1714 HILLCREST DRIVE
TERM: 11-01-12 TO 11-01-15: JIM GASAWAY, 4509 HUNTERS HILL CIRCLE
TERM: 11-01-12 TO 11-01-15: ANDY SHERRER, 120 MERKLE DRIVE

SOCIAL AND VOLUNTARY SERVICES COMMISSION
TERM: 12-09-12 TO 12-09-15: DENISE MILLAR, 4401 VINCENT STREET
TERM: 12-09-12 TO 12-09-15: TERESA CAPPS, 505 PARKSIDE ROAD
TERM: 12-11-12 TO 12-09-15: DIANA HARTLEY, 3208 WALNUT ROAD

CITIZENS (WASTEWATER) OVERSIGHT COMMITTEE
TERM: 11-27-11 TO 11-27-14: DELMAR BURK, 706 HEATHERHILL DRIVE
TERM: 11-27-11 TO 11-27-14: MERRILL SNIDER, 1509 48TH AVENUE N.E.
TERM: 11-27-12 TO 11-27-15: JIM BURLESON, 2813 WEYMOUTH WAY
TERM: 11-27-12 TO 11-27-15: JUDITH WILKINS, 1100 WEST SYMMES STREET

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. AP-1213-19 dated December 5, 2012, by Brenda Hall, City Clerk

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the appointments were confirmed.

* * * * *

Item 8, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

HUMAN RIGHTS COMMISSION
TERM: 07-13-12 TO 07-13-13: MARY DRYWATER, 1707 SHEFFIELD CIRCLE
TERM: 07-13-12 TO 07-13-15: CHERYL WATTLEY, 2007 TRAILPINE COURT
TERM: 07-13-12 TO 07-13-15: JOSE DELA CRUZ, 418 NORTH CRAWFORD AVENUE
TERM: 12-11-12 TO 07-13-15: THEO POPE, 1501 NAVAJO ROAD

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. AP-1213-18 dated November 29, 2012, by Brenda Hall, City Clerk

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the appointments were confirmed.

* * * * *

Item 9, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF OCTOBER, 2012, AND DIRECTING THE FILING THEREOF.

Councilmember Kovach moved that receipt of the reports be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-20 dated November 13, 2012, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of October, 2012

and the question being upon acknowledging receipt of the reports and upon the subsequent directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and receipt of the reports acknowledged; and the filing thereof was directed.

* * * * *

Item 10, being:

CONSIDERATION OF BID NO. 1213-49, CONTRACT NO. K-1213-117 WITH M & M WRECKING, INC., IN THE AMOUNT OF $104,000; PERFORMANCE BOND NO. B-1213-40 AND STATUTORY BOND NO. B-1231-41 FOR THE DEMOLITION AND CLEARING OF THE STRUCTURES AT 602 NORTH SANTA FE (FORMERLY RHODES GRANARY).

Councilmember Kovach moved that all bids meeting specifications be accepted; the bid in the amount of $104,000 be awarded to M & M Wrecking, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1213-117, Performance Bond No. B-1213-40, and Statutory Bond No. B-1213-41 be approved; execution of the contract be authorized; and the filing of the bonds be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-117 dated November 26, 2012, by Linda Price, Revitalization Manager
2. Bid record dated November 15, 2012, for Demolition and Clearing of the Structures and Scales at 602 North Santa Fe (Granary) Project
3. Contract No. K-1213-117
4. Performance Bond No. B-1213-40
5. Statutory Bond No. B-1213-41
6. Certificate of liability insurance
7. Purchase Requisition No. 0000210213 dated November 27, 2012, in the amount of $104,000 to M & M Wrecking, Inc.

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, approval, authorization, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and all bids meeting specifications accepted; the bid in the amount of $104,000 was awarded to M & M Wrecking, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1213-117, Performance Bond No. B-1213-40, and Statutory Bond No. B-1213-41 were approved; execution of the contract was authorized; and the filing of the bonds was directed.

* * * * *

Item 11, being:

CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR COMMERCE PARKWAY ADDITION, SECITON 3, A PLANNED UNIT DEVELOPMENT, A REPLAT OF PART OF COMMON AREA A, DETENTION POND, AND ACCESS EASEMENT OF COMMERCE PARKWAY ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT; ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN; AND DEFERRAL OF PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH 36TH AVENUE N.W. WITH RECEIPT OF $159,432.50 WITHIN TEN DAYS FOR THE DEFERRAL OF PAVING AND SIDEWALKS IN CONNECTION WITH 36TH AVENUE N.W. AND $10,501.95 FOR TRAFFIC IMPACT FEES. (GENERALLY LOCATED NORTH OF MARKET PLACE AND EAST OF 36TH AVENUE N.W.)

Councilmember Kovach moved that the final site development plan and final plat for Commerce Parkway Addition, Section 3, a Planned Unit Development, a replat of part of Common Area A, detention pond, and access easement of Commerce Parkway Addition, Section 2, a Planned Unit Development, and deferral of street and sidewalk improvements for 36th Avenue N.W. be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to receipt of a fee in the amount of $159,432.50 within ten days after approval for the deferral of paving and sidewalks in connection with 36th Avenue N.W., receipt of traffic impact fees in the amount of $10,501.95, and the City Development Committee's acceptance of all required public improvements; and the filing of the final plat be directed, which motion was duly seconded by Councilmember Griffith;

Item 11, continued:

Items submitted for the record

1. Text File No. FP-1213-17 dated October 10, 2012, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat, Commerce Parkway Addition, Section 3
4. Staff Report dated November 8, 2012, recommending approval
5. Memorandum dated October 31, 2012, from Shawn O'Leary, Director of Public Works, to Andy Sherrer, Chairman, Planning Commission
6. Final site development plan
7. Revised preliminary plat
8. Pertinent excerpts from Planning Commission minutes of November 8, 2012

and the question being upon approving the final site development plan and final plat for Commerce Parkway Addition, Section 3, a Planned Unit Development, a replat of part of Common Area A, detention pond, and access easement of Commerce Parkway Addition, Section 2, a Planned Unit Development, and upon the subsequent approval, acceptance, authorization, receipt, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the final site development plan and final plat for Commerce Parkway Addition, Section 3, a Planned Unit Development, a replat of part of Common Area A, detention pond, and access easement of Commerce Parkway Addition, Section 2, a Planned Unit Development, and deferral of street and sidewalk improvements for 36th Avenue N.W. approved; the public dedications contained within the plat were accepted; the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to receipt of a fee in the amount of $159,432.50 within ten days after approval for the deferral of paving and sidewalks in connection with 36th Avenue N.W., receipt of traffic impact fees in the amount of $10,501.95, and the City Development Committee's acceptance of all required public improvements; and the filing of the final plat was directed.

* * * * *

Item 12, being:

CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION X, A PLANNED UNIT DEVELOPMENT, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED WEST OF 24TH AVENUE N.W. AND NORTH OF CONFERENCE DRIVE.)

Councilmember Kovach moved that the final site development plan and final plat for University North Park Addition, Section X, a Planned Unit Development, be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements; and the filing of the final plat be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. FP-1213-20 dated October 10, 2012, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat
4. Staff Report dated November 8, 2012, recommending approval
5. Revised preliminary plat
6. Pertinent excerpts from Planning Commission minutes of November 8, 2012

Item 12, continued;

and the question being upon approving the final site development plan and final plat for University North Park Addition, Section X, and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the final site development plan and final plat for University North Park Addition, Section X, approved; the public dedications contained within the plat were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements, and the filing of the and final plat was directed.

* * * * *

Item 13, being:

CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $68,160.59 FROM THE STATE OF OKLAHOMA OFFICE OF EMERGENCY MANAGEMENT FOR STORM RELATED DAMAGE DURING MAY, 2010.

Councilmember Kovach moved that reimbursement of funds in the amount of $68,160.59 from the Oklahoma Office of Emergency Management for storm related damage during May 2010, be accepted; and Other Agency Reimbursements (010-0000-366.12-39) be increased by $68,160.59, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. GID-1213-100 dated November 26, 2012, by James Fullingim, Fire Chief
2. Check No. 106339544 dated October 1, 2012, in the amount of $49,577.75 from the State of Oklahoma Department of Civil Emergency Management
3. State of Oklahoma Claim Jacket Voucher Form Invoice No. PA-1917 PW3 & 3v1 #2465 SP dated July 9, 2012
4. Oklahoma Department of Emergency Management (OEM) Public Assistance Request for Advance or Reimbursement Payment in the amount of $49,577.75 dated July 9, 2012
5. Check No. 106339543 dated October 1, 2012, in the amount of $18,582.84 from the State of Oklahoma Department of Civil Emergency Management
6. State of Oklahoma Claim Jacket Voucher Form Invoice No. PA-1917 PW8-213 #2465 SP in the amount of $18,582.84 dated July 9, 2012
7. Oklahoma Department of Emergency Management (OEM) Public Assistance Request for Advance or Reimbursement Payment in the amount of $18,582.84 dated July 9, 2012

Participants in discussion

1. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
2. Mr. Anthony Francisco, Director of Finance

and the question being upon accepting reimbursement funds in the amount of $68,160.59 from the Oklahoma Office of Emergency Management for storm related damage during May 2010; and upon the subsequent increase, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and $68,160.59 from the Oklahoma Office of Emergency Management for storm related damage during May 2010, accepted; and Other Agency Reimbursements (010-0000-366.12-39) was increased by $68,160.59.

* * * * *

Item 14, being:

CONTRACT NO. K-1213-128: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA TO PROVIDE U-VERSE SERVICES FOR THE CITY OF NORMAN FOR A PERIOD OF FIVE YEARS.

Councilmember Kovach moved that Contract No. K-1213-128 with Southwestern Bell Telephone Company d/b/a AT&T Oklahoma for a period of five years be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-128 dated November 16, 2012, by Kathryn Walker, Assistant
2. Contract No. K-1213-128

Participants in discussion
1. Mr. Evan Dunn, 1014 Missouri, asked questions
2. Mr. Steve Lewis, City Manager
3. Ms. Brenda Hall, City Clerk

and the question being upon approving Contract No. K-1213-128 with Southwestern Bell Telephone Company d/b/a AT&T Oklahoma for a period of five years and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-128 with Southwestern Bell Telephone Company d/b/a AT&T Oklahoma for a period of five years approved; and the execution thereof was authorized.

* * * * *

Item 15, being:

RESOLUTION NO. R-1213-78: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP/UZA) FUNDS FOR THE WIDENING OF ALAMEDA STREET BETWEEN RIDGE LAKE BOULEVARD AND 48TH AVENUE EAST IN NORMAN.

Councilmember Kovach moved that Resolution No. R-1213-78 be adopted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text file No. R-1213-78 dated November 26, 2012, by Angelo Lombardo, Traffic Engineer
2. Resolution No. R-1213-78
3. Location map

Participants in discussion
1. Mr. Bobby Stevens, Post Office Box 6226, asked questions
2. Mr. Shawn O'Leary, Director of Public Works

and the question being upon adopting Resolution No. R-1213-78, a vote was taken with the following result:

Item 15, continued:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-78 was adopted.

* * * * *

Item 16, being:

RESOLUTION NO. R-1213-79 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SELECTING COBB ENGINEERING COMPANY AS THE CITY OF NORMAN'S APPOINTED BRIDGE INSPECTION CONSULTANT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR COMPLIANCE WITH THE NATIONAL BRIDGE INSPECTION STANDARDS.

Councilmember Kovach moved that Resolution No. R-1213-79 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text file No. R-1213-79 dated November 26, 2012, by Rick Schlechter, Stormwater Engineer
2. Resolution No. R-1213-79
3. Letter dated October 4, 2012, from Robert J. Rusch, P.E., Bridge Engineer, Oklahoma Department of Transportation, to City Official

and the question being upon adopting Resolution No. R-1213-79, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-79 was adopted.

* * * * *

Item 17, being:

SECOND AND FINAL READING OF ORDINANCE NO. O-1213-15: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKALHOMA, IN THE I-1, LIGHT INDUSTRIAL DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTUAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3180 SOUTH CLASSEN BOULEVARD)

Ordinance No. O-1213-15 having been Introduced and adopted upon First Reading by title in City Council's meeting of November 27, 2012, Councilmember Kovach moved that Ordinance No. O-1213-15 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-15 dated September 11, 2012, by Jane Hudson, Principal Planner
2. Ordinance No. O-1213-15
3. Location map
4. Staff Report dated November 8, 2012, recommending approval
5. Site plan
6. Pertinent excerpts of Planning Commission minutes of November 8, 2012

Item 17, continued:

Participants in discussion
1. Mr. Steve Rollins, ARC Engineering Consultants, representing the applicant

and the question being upon adopting Ordinance No. O-1213-15 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-15 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-15 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-15 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-15 was adopted upon Final Reading as a whole.

* * * * *

Item 18, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR SWITZER'S LOCKER ROOM ADDITION. (LOCATED AT 3180 SOUTH CLASSEN BOULEVARD)

Councilmember Kovach moved that the preliminary plat for Switzer's Locker Room Addition be approved, which motion was duly seconded by Councilmember Griffith

Items submitted for the record
1. Text file No. R-1213-11 dated October 15, 2012, by Ken Danner, Subdivision Manager, with Attachment A, Preliminary Plat Traffic impacts for Switzer's Locker Room
2. Location map
3. Preliminary plat
4. Preliminary site plan
5. Staff Report dated November 8, 2012, recommending approval
6. City of Norman Development Review Form Transportation Impacts dated October 21, 2012, by David Riesland, City Traffic Engineer
7. Greenbelt Commission staff report dated October 15, 2012, recommending approval
8. Norman Greenbelt Enhancement Statement dated October 8, 2012, for Switzer's Locker Room of Norman, L.L.C., for property located on the south side of State Highway 9 on South Classen Boulevard
9. Pertinent excerpts from Planning Commission minutes of November 8, 2012

and the question being upon approving the preliminary plat for Switzer's Locker Room Addition, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the preliminary plat for Switzer's Locker Room Addition was approved.

* * * * *

Item 19, being:

SECOND AND FINAL READING OF ORDINANCE NO. O-1213-22: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REMOVING THE PLATTED LIMITS OF NO ACCESS PERTAINING TO LOT 6, BLOCK 5, HIGHLAND VILLAGE ADDITION, SECTION 6, OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERAILITY THEREOF. (3004 TERRACE PARK TRAIL)

Ordinance No. O-1213-22 having been Introduced and adopted upon First Reading by title in City Council's meeting of November 27, 2012, Councilmember Kovach moved that Ordinance No. O-1213-22 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-22 dated October 15, 2012, by Ken Danner, Subdivision Manager
2. Ordinance No. O-1213-22
3. Location map
4. Memorandum dated October 8, 2012, from Brenda Hall, City Clerk, to Jane Hudson, Principal Planner; Jeff Bryant, City Attorney; Ken Komiske, Director of Utilities; and Ken Danner, Subdivision Manager
5. Letter of request dated October 4, 2012, from S. P. Rieger, PLLC, Sean Paul Rieger, Attorney at Law, to City of Norman Planning Department and Public Works Department, with Exhibit A, Existing Plat as filed with Limit of No Access across Lot 6, Block 5; Exhibit B, Proposed modification to plat with LNA removed from right-of-way on Lot 6, Block 5; Exhibit C, Proposed site plan to be developed on Lot 6, Block 5, upon removal of LNA; and Exhibit D, Approved site plan for Lot 7, Block 5, immediately next door to east approving access onto Terrace Park Trail
6. Radius map
7. Staff Report dated November 8, 2012, recommending approval
8. Pertinent excerpts of Planning Commission minutes of November 8, 2012

Participants in discussion

1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing applicant
2. Mr. Shawn O'Leary, Director of Public Works

and the question being upon adopting Ordinance No. O-1213-22 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-22 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-22 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith ; and the question being upon adopting Ordinance No. O-1213-22 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-22 was adopted upon Final Reading as a whole.

* * * * *

MISCELLANEOUS DISCUSSION

Traffic Safety. Mr. Bobby Stevens, Post Office Box 6226, said he is concerned about safety issues on State Highway 9 (SH9). He said the highway's dangerous reputation is well known in Norman as well as other communities. He said the highway's vehicle accident fatality rate is extremely high. He felt local or State representatives need to step up and take a stand on addressing safety issues and improvements need to be done now not later. He said the City of Norman and the Oklahoma Department of Transportation (ODOT) should be able to work together to construct turn lanes, install traffic lights, and install no passing signs. He said turn lanes are desperately needed for entry into housing additions along the highway. He said Noble Public Schools have school busses picking up students along Highway 9, which is very dangerous.

Councilmember Kovach said if there are problems in the City, the City needs to look for solutions. He said there is an ODOT project for portions of SH9 coming forward soon, but there are things people can do as a community. He suggested the City of Norman Police Department and Cleveland County Sheriff's Office coordinate increasing patrols on the highway. He said a lot of reported accidents seemed to be caused by speeding or following too closely and that is something than can be controlled. He said everyone seems to be in distracted at this time of year and urged everyone to be safe and mindful of others.

Councilmember Spaulding asked the timeline of the Highway 9 Project and Mr. Shawn O'Leary, Director of Public Works, said there is an $18.5 million allocation from the State for two projects on Highway 9. He said work between 24th Avenue and 36th Avenue east will begin construction in June 2013, and City Staff is working with ODOT to move that project forward as quickly as possible. He said 36th Avenue to 72nd Avenue east is scheduled for construction approximately one year to eighteen months later. He said the projects will expand two lanes to four lanes with enhancements to intersections. He said City Staff shares the communities concerns and sorrow over any accident especially those involving fatalities. He said anytime an accident occurs, Staff looks for short term, mid-term, and long-term solutions through enforcement, education, and engineering. He said current solutions include better lighting at intersections, better signage, street signs, flashing lights, etc. He said there has been a reduction of accidents and an improvement in safety. He said there has been an exponential growth in distracted driving. He said a Town Hall meeting was held in 1999, and at that time citizens requested ODOT improve all of Highway 9 and address safety concerns. He said ODOT has planned improvements to 72nd Avenue, but there are no plans or funding to go further east. He hopes upcoming discussions with ODOT will include extending the vision.

Councilmember Spaulding asked if the projects include turn lanes at every intersection and Mr. O'Leary said yes. Councilmember Spaulding encouraged Councilmembers to contact State representatives and urge them to move forward with plans east of 72nd Avenue to 180th Avenue.

Councilmember Williams said he discussed traffic safety concerns in Ward 8 with Mr. O'Leary and he knows Staff is continually studying traffic issues and trying to find the best solutions for traffic safety. He said public input is taken into consideration in the process.

Mr. Steve Lewis, City Manager, said ODOT has safety experts that review and analyze traffic safety problems and the City is asking them to intervene and work with the Norman Police Department looking at trends and ways to approach the issues.

*

United Way. Mayor Rosenthal congratulated the United Way on exceeding their fund raising goal and congratulated the entire community for their support of the institution and the agencies that benefit from it.

*

Staff Response: Mr. Evan Dunn, 1014 Missouri Street, thanked City Staff for their quick response to his e-mails this week. He e-mailed the Mayor regarding a community volunteer program for planting trees along Main Street and she promptly replied stating she would forward his suggestions to the Parks and Recreation Department. He e-mailed Mr. Ken Komiske, Director of Utilities, about the Request for Proposals (RFP) for the residential recycling contract and Mr. Komiske e-mailed him a copy of the RFP. He contacted Ms. Linda Price, Revitalization Manager, regarding code issues and she adequately addressed his question regarding code compliance on amenities of private property that become obstructions into public space. He was surprised to find out that the City does not have the authority to remediate code compliance issues without proper time and notice to the property owner.

*

Miscellaneous Discussion, continued:

Multi-Modal Transportation. Mr. Evan Dunn, 1014 Missouri Street, said he contacted Mr. Shawn O'Leary, Director of Public Works, regarding the idea of maximizing the right-of-way on certain streets in Norman to accommodate the "complete street idea" and multi-modal transportation. Mr. O'Leary provided him with the information he needed as well as a contact person at ODOT he could speak to about "complete highways" which goes beyond the scope of municipal government. He said more people are wanting to "bike" to work, to Lake Thunderbird, and other areas in the community and complete highway systems that allow this is important. He urged Councilmember Kovach to bring up discussion at the next Association of Central Oklahoma Governments (ACOG) meeting. He said another ACOG issue would be a metro area train transit system as a way for people in Moore, Edmond, and Norman to travel to and from jobs in Oklahoma City.

Councilmember Kovach said ACOG is in the middle of an 18 month regional transit dialogue and information is available on their website. He said the City of Norman is well represented in that dialogue.

*

Parkinson's Disease. Councilmember Castleberry said Dr. Nicole Jarvis, an Obstetrics and Gynecology (OB-GYN) physician in Norman and mother of twins, was recently diagnosed with Young Parkinson's Disease. She is holding a gala this weekend to raise money for research and he encouraged everyone to support her fund raising efforts.

*

Budget Transparency. Councilmember Castleberry said he spoke with the City Manager recently regarding better transparency of the City's budget. He said as part of that effort, City of Norman employee positions and salary ranges are now posted on the City's website.

*

Community Planning and Transportation Meeting. Councilmember Jungman said the next Community Planning and Transportation Committee meeting will be held on Monday, December 17, 2012, at 5:30 p.m., for discussion on the High Density Development ordinance. He encouraged those that have interest to please come and participate in that discussion.

Councilmember Griffith said he really hoped for public participation at the meeting because a lot of effort was put forth by the public and City Staff in garnering input the Planning Department needs to put together an effective draft ordinance that will define how the community wishes high density development to occur. He invited everyone to attend the meeting as the Committee reviews the first draft of the proposed ordinance.

*

Animal Shelter. Councilmember Gallagher said the Animal Oversight Committee has met three times with the design architects for the new Animal Welfare Facility. He said the architectural firm is staying within the budget and making some very well organized plans that emphasizes the animals, not the people.

*

Christmas Parade. Councilmember Gallagher said the Christmas Parade was really good this year.

Councilmember Williams thanked everyone who came to the Christmas Parade as it was the best turnout he has ever seen. He thanked Fire Chief Fullingim for the ride in the fire truck.

Mayor Rosenthal said she enjoyed riding in the fire truck basket during the Christmas Parade and thanked Fire Chief Fullingim. She expressed her appreciation to the organizations that pulled together during this holiday season in order to help those less fortunate.

*

Christmas Light Display. Councilmember Spaulding invited everyone to view the Christmas light display on 72nd Avenue, south of Highway 9.

*

Miscellaneous Discussion, continued:

Reason for the Season. Councilmember Spaulding said Christmas Day is a couple of weeks away, but unfortunately there is a lot of depression at this time of year because the commercialization of the holiday puts stress on people. He reminded everyone that the stress, finances, loneliness, and sadness from the loss of loved ones do not have to be a part of the Christmas season. He said there is a reason for the season and that reason is to celebrate the birth of our Savior, Jesus Christ. He wished everyone a Merry Christmas. God Bless Norman.

Councilmember Lockett wished everyone a Happy Holiday and encouraged everyone to take time to relax and enjoy being with their family.

Councilmember Williams said many families are blessed and encouraged everyone to reach out to those who are less fortunate during the holiday season. He encouraged everyone to reach out to give them encouragement and love and you will be blessed in return.

*

Meeting Absence. Councilmember Williams apologized for missing the last Council meeting, but he and his wife welcomed two beautiful babies into the world. He said he now understands what everyone has been telling about there being no feeling like it because he just sits and stares at the babies and it is the greatest feeling he has ever had. He thanked everyone for their well wishes.

*

Financial Review. Mr. Steve Lewis, City Manager, said in January, Staff will be updating Council on the mid-year financial review. He said October sales tax was up 6.6% above last year, but the City is below projections for the budget year.

*

Central Oklahoma Master Conservancy District (COMCD). Mr. Steve Lewis, City Manager, said Randy Warden, Director of COMCD, will present information to Council on December 18th regarding a long term water supply plan. He said discussion will include augmenting water to Lake Thunderbird, drought contingency planning, and re-use issues. He invited everyone to attend the meeting. He said the Department of Environmental Quality (DEQ) finished technical work on impairments in Lake Thunderbird and Total Maximum Daily Load (TMDL). He said TMDL is simply an acronym for the amount of pollution a water body can take without violating water quality standards. He said the TMDL Study is on DEQ's website and Staff is reviewing it now.

*

Annual Tree Lighting Ceremony. Mayor Rosenthal thanked the Parks and Recreation Department Staff for a great kick-off to the season at the annual tree lighting event in Andrews Park. She said turnout was great with a wonderful showcase of young people in our community.

* * * * *

Item 20, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) IN ORDER TO DISCUSS THE FOLLOWING SETTLEMENTS OF TORT CLAIMS AND WORKERS COMPENSATION CLAIMS:

DAVID WHITE – ACCIDENT WITH POLICE VEHICLE – TORT CLAIM

BRETT AND ROBIN HOLLANDSWORTH – ACCIDENT WITH POLICE VEHICLE – TORT CLAIM

DALTON BETZ – ACCIDENT WITH SANITATION VEHICLE – TORT CLAIM

RICK BLALOCK VS. THE CITY OF NORMAN – WORKERS' COMPENSATION COURT CASE NOS. WCC-2009-08463R, WCC-2009-08464Y, WCC-2009-08465Y, AND WCC-2009-08466H

MARK HELM VS. THE CITY OF NORMAN – WORKERS' COMPENSATION COURT CASE NOS. WCC-2007-07137A AND WCC-2007-07138H

HAROLD GLOVER VS. THE CITY OF NORMAN – WORKERS' COMPENSATION CASE NO. WCC-2010-09518H, WCC-2010-09686F, AND WCC-2011-00538F

SCOTT KENT VS. THE CITY OF NORMAN – WORKERS' COMPENSATION CASE NO. WCC-2007-07274R

Councilmember Griffith moved that the City Council meeting be adjourned out of and an Executive Session be convened into in order to discuss Special Claim settlements for David White, Brett and Robin Hollandsworth, and Dalton Betz and Workers' Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08464Y, WCC-2009-08465Y, and WCC-2009-08466H, Rick Blalock vs. the City of Norman; Workers' Compensation Court Case Nos. WCC-2007-07137A and WCC-2007-07138H, Mark Helm vs. the City of Norman; Worker's Compensation Court Case Nos. WCC-2010-09518H, WCC-2010-09686F, and WCC-2011-00538F, Harold D. Glover vs. the City of Norman; and Workers' Compensation Court Case No. WCC-2007-07274R, Scott Kent vs. the City of Norman, which motion was duly seconded by Councilmember Lockett; and the question being upon adjourning out of the City Council meeting and the subsequent convening, the vote was taken with the following result:

YAYES:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the City Council meeting adjourned out of; and an Executive Session was convened into to discuss Special Claim settlements for David White, Brett and Robin Hollandsworth, and Dalton Betz and Workers' Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08464Y, WCC-2009-08465Y, and WCC-2009-08466H, Rick Blalock vs. the City of Norman; Workers' Compensation Court Case Nos. WCC-2007-07137A and WCC-2007-07138H, Mark Helm vs. the City of Norman; Worker's Compensation Court Case Nos. WCC-2010-09518H, WCC-2010-09686F, and WCC-2011-00538F, Harold D. Glover vs. the City of Norman; and Workers' Compensation Court Case No. WCC-2007-07274R, Scott Kent vs. the City of Norman.

The City Council adjourned into Executive Session at 7:40 p.m. Mr. Steve Lewis, City Manager, and Mr. Jeff Bryant, City Attorney, were in attendance at the Executive Session.

Mayor Rosenthal left the meeting at 8:15 p.m.

Mayor Pro-Tem Kovach acknowledged return to Open Session.

Thereupon, Councilmember Castleberry moved that Executive Session be adjourned out of and the City Council meeting be reconvened, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of Executive Session and upon the subsequent reconvening, a vote was taken with the following result:

Item 20, continued:

YAYES:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Lockett, Spaulding, Williams, Mayor Pro-Tem Kovach
NAYES:	None

The Mayor declared the motion carried and Executive Session adjourned out of; and the Special Session was reconvened at 8:41 p.m.

The Mayor Pro-Tem said the Special Claim settlements for David White, Brett and Robin Hollandsworth, and Dalton Betz and Workers' Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08464Y, WCC-2009-08465Y, and WCC-2009-08466H, Rick Blalock vs. the City of Norman; Workers' Compensation Court Case Nos. WCC-2007-07137A and WCC-2007-07138H, Mark Helm vs. the City of Norman; Worker's Compensation Court Case Nos. WCC-2010-09518H, WCC-2010-09686F, and WCC-2011-00538F, Harold D. Glover vs. the City of Norman; and Workers' Compensation Court Case No. WCC-2007-07274R, Scott Kent vs. the City of Norman, were discussed in Executive Session. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Griffith moved that the meeting be adjourned, which motion was duly seconded by Councilmember Castleberry; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Lockett, Spaulding, Williams, Mayor Pro-Tem Kovach
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 8:42 p.m.

ATTEST:

City Clerk

Mayor

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: O-1213-25

File ID:	O-1213-25	**Type:**	Zoning Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 5	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	11/15/2012
File Name:	O-1213-25 Flood Ordinance			**Final Action:**	

Title: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 (FLOOD HAZARD DISTRICT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN ADOPTING THE FLOOD INSURANCE STUDY AND DIGITAL FLOOD INSURANCE RATE MAPS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-25 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 5

Attachments: Text File O-1213-25, Attachment A.pdf, O-1213-25 FH District - Annotated, Flood Ord Location - Little River, Flood Ord Location - Canadian, Little River Floodplain, Canadian River Panel, Staff Report.pdf

Project Manager: Scott Sturtz, City Engineer

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	12/13/2012					
1	Planning Commission	12/13/2012					

Text of Legislative File O-1213-25

body

BACKGROUND: The City's Floodplain Ordinance, which is included in Sections 22-429.1 through 22-429.1 (h) 11 (b) of the City of Norman Code of Ordinances, was first adopted by the City of Norman on July 8, 1975. The ordinance has been revised ten (10) times in 1978, 1981, 1986, 1987, 1989, 1997, 2003, 2004, 2007, and 2008. The floodplain ordinance was originally adopted as a requirement of the City of Norman's participation in the National Flood Insurance Program (NFIP), which was established by the U.S. Congress in 1968 and is administered by the Department of Homeland Security's Federal Emergency Management Agency (FEMA).

DISCUSSION: In 2011, a limited Flood Insurance Study (FIS) was done for a portion of Little River and a

tributary of the Canadian River through a 100% grant valued at over $100,000 from FEMA's Risk Assessment, Mapping and Planning Partners (RAMPP) Program. A detailed study of the Little River floodplain was performed from approximately 12th Avenue N.E. to Interstate 35, and a portion of a tributary of the Canadian River from 36th Avenue S.E. to Post Oak Road.

The Little River study area is currently mapped as Special Flood Hazard Area (SFHA) Zone A, which is defined as 1% chance (100 year) floodplain with no Base Flood Elevation (BFE) data determined. The new study remapped the Little River floodplain as Zone AE and determined BFEs that affected 2 Flood Insurance Rate Maps (FIRM) panels. Sixty one (61) property owners were affected by the change; however, no new property owners were added to the SFHA. These property owners were notified by the City in November, 2011 of the proposed map changes.

The portion of the tributary of the Canadian River from 36th Avenue S.E. to Post Oak Road is not currently mapped as SFHA. The new study remapped the floodplain as Zone AE and determined BFEs that affected 1 FIRM panel. One (1) property was affected and added to the SFHA as a result of this study. The property owner was notified by the City in November, 2011 of the proposed map changes.

The benefits of the new FIRMs include:

- More detailed and accurate maps with BFE data
- Mapping and BFE data integrated with the City's Geographical Information System (GIS)
- More accurate data available to developers, engineers, surveyors, and citizens for Letters of Map Revision (LOMR) and Letters of Map Amendment (LOMA)

As part of the FIS process, the City's floodplain ordinance must be revised to reference the new FIS and be in effect by February 20, 2013. Failure to have the revised ordinance in effect by February 20, 2013 will result in the City being suspended by FEMA from the NFIP. In order to meet the FEMA deadline, staff proposes the following schedule reflected in Attachment A.
The proposed revisions are listed in the attached ordinance.

RECOMMENDATION: Staff recommends that the City Council approve Ordinance No. O-1213-25 and replace Sections 22-429.1 3 (a) and 4 (h) (1) of the current ordinance.

ATTACHMENT A

Floodplain Ordinance Revision
Ordinance No. O-1213-25

Norman Revised Ordinance Schedule	
Item	**Completion Date**
Proposed Ordinance Changes Approved by Floodplain Permit Committee	05-Nov-12
Proposed Ordinance Changes to OWRB	06-Nov-12
Proposed Ordinance to Planning Commission	13-Dec-12
Proposed Ordinance to City Council 1st Reading	18-Dec-12
Proposed Ordinance to City Council 2nd Reading	08-Jan-13
New Flood Insurance Study Becomes Effective	08-Feb-13

O-1213-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 (FLOOD HAZARD DISTRICT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN ADOPTING THE FLOOD INSURANCE STUDY AND DIGITAL FLOOD INSURANCE RATE MAPS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 1. That the Legislature of the State of Oklahoma has in (statutes) 82 O.S. §1601-1618, as amended, Chapter 23 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Norman, Oklahoma, does ordain as follows:

§ 2. That Section 429.1 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be amended to read as follows:

SEC. 429.1 - FH, FLOOD HAZARD DISTRICT

1. Description and Purpose. The Flood Hazard District includes special flood hazard areas which are subject to periodic or occasional flooding during a one percent chance flood, and for which special regulations are applied in addition to or in combination with other zoning regulations applying to these areas to guide the type and manner of floodplain use so that it is consistent with the land use needs of the City of Norman.

* * *

3. Identification, Establishment and Amendment of the District.

(a) Flood Hazard Lands Governed by this Section: The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Cleveland County, Oklahoma and Incorporated areas" dated February 20, 2013, with accompanying Flood Insurance Rate Map (FIRM) are hereby adopted by reference and declared to be a part of this ordinance. The Conditional Letter of Map Revision (CLOMR) for the Ten Mile Flat Creek Area dated December, 2005, shall also be considered a part of the Special Flood Hazard Area until such time it is adopted by FEMA. This "Flood Insurance Study" with its accompanying FIRM, also known as the Official Flood Hazard District Maps, are hereby adopted by reference and declared to be part of this ordinance and may be amended or revised from time to time by the City Council according to procedures established by FEMA. The Official Flood Hazard District Maps shall be placed on file with the City Clerk and copies shall be maintained in the

Planning Department and the Public Works Department for public review.

* * *

4. Flood Hazard District Land Uses.

* * *

(h) Special Floodplain and Building Construction Regulations Applicable to Little River and Its Mapped Tributaries

(1) Applicability—The provisions of this Section 429.1.4(h) shall apply to all construction on all properties located within the floodplain of the Little River and its tributaries within the boundaries of the City of Norman as depicted on FEMA Map Panels 40027C0170H (9/26/08), 40027C0190J (2/20/13), 40027C0195J (2/20/13), 40027C0210H (9/26/08), 40027C0215H (9/26/08), 40027C0220H (9/26/08), 40027C0230H (9/26/08), 40027C0240H (9/26/08), 40027C0245H (9/26/08), 40027C0260H (9/26/08), 40027C0280H (9/26/08), 40027C0285H (9/26/08), 40027C0290H (9/26/08), 40027C0295J (2/20/13), 40027C0305H (9/26/08), 40027C0310H (9/26/08), 40027C0315H (9/26/08), 40027C0320H (9/26/08), 40027C0330H (9/26/08), 40027C0335H (9/26/08), 40027C0340H (9/26/08), and 40027C0345H (9/26/08), and shall supersede any conflicting regulations contained in Section 429.1—FH, Flood Hazard District. The Conditional Letter of Map Revision (CLOMR) for the Ten Mile Flat Creek Area dated December, 2005, shall also be considered a part of the Special Flood Hazard Area north of Rock Creek Road until such time it is adopted by FEMA.

* * *

§ 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED THIS _____day of

_____, 2012.

_____
(Mayor)

NOT ADOPTED this _____day of

_____, 2012.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

O-1213-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 (FLOOD HAZARD DISTRICT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN ADOPTING THE FLOOD INSURANCE STUDY AND DIGITAL FLOOD INSURANCE RATE MAPS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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§ 2. That Section 429.1 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be amended to read as follows:

SEC. 429.1 - FH, FLOOD HAZARD DISTRICT

1. Description and Purpose. The Flood Hazard District includes special flood hazard areas which are subject to periodic or occasional flooding during a one percent chance flood, and for which special regulations are applied in addition to or in combination with other zoning regulations applying to these areas to guide the type and manner of floodplain use so that it is consistent with the land use needs of the City of Norman.

* * *

3. Identification, Establishment and Amendment of the District.

(a) Flood Hazard Lands Governed by this Section: The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Cleveland County, Oklahoma and Incorporated areas" dated ~~September 26, 2008~~ February 20, 2013, with accompanying Flood Insurance Rate Map (FIRM) are hereby adopted by reference and declared to be a part of this ordinance. The Conditional Letter of Map Revision (CLOMR) for the Ten Mile Flat Creek Area dated December, 2005, shall also be considered a part of the Special Flood Hazard Area until such time it is adopted by FEMA. ~~**However, the current existing flood hazard district ordinance for the City of Norman, Oklahoma shall remain in effect until September 26, 2008.**~~ This "Flood Insurance Study" with its accompanying FIRM, also known as the Official Flood Hazard District Maps, are hereby adopted by reference and declared to be part of this ordinance and may be amended or revised from time to time by the City Council according to procedures established by FEMA. The Official Flood

Hazard District Maps shall be placed on file with the City Clerk and copies shall be maintained in the Planning Department and the Public Works Department for public review.

* * *

4. Flood Hazard District Land Uses.

* * *

(h) Special Floodplain and Building Construction Regulations Applicable to Little River and Its Mapped Tributaries

(1) Applicability—The provisions of this Section 429.1.4(h) shall apply to all construction on all properties located within the floodplain of the Little River and its tributaries within the boundaries of the City of Norman as depicted on FEMA Map Panels 40027C0170H (9/26/08), ~~40027C0190H (9/26/08)~~ 40027C0190J (2/20/13), ~~40027C0195H (9/26/08)~~ 40027C0195J (2/20/13), 40027C0210H (9/26/08), 40027C0215H (9/26/08), 40027C0220H (9/26/08), 40027C0230H (9/26/08), 40027C0240H (9/26/08), 40027C0245H (9/26/08), 40027C0260H (9/26/08), 40027C0280H (9/26/08), 40027C0285H (9/26/08), 40027C0290H (9/26/08), ~~40027C0295H (9/26/08)~~ 40027C0295J (2/20/13), 40027C0305H (9/26/08), 40027C0310H (9/26/08), 40027C0315H (9/26/08), 40027C0320H (9/26/08), 40027C0330H (9/26/08), 40027C0335H (9/26/08), 40027C0340H (9/26/08), and 40027C0345H (9/26/08), and shall supersede any conflicting regulations contained in Section 429.1—FH, Flood Hazard District. The Conditional Letter of Map Revision (CLOMR) for the Ten Mile Flat Creek Area dated December, 2005, shall also be considered a part of the Special Flood Hazard Area north of Rock Creek Road until such time it is adopted by FEMA.

* * *

§ 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED THIS _____day of

_____, 2012.

_____
(Mayor)

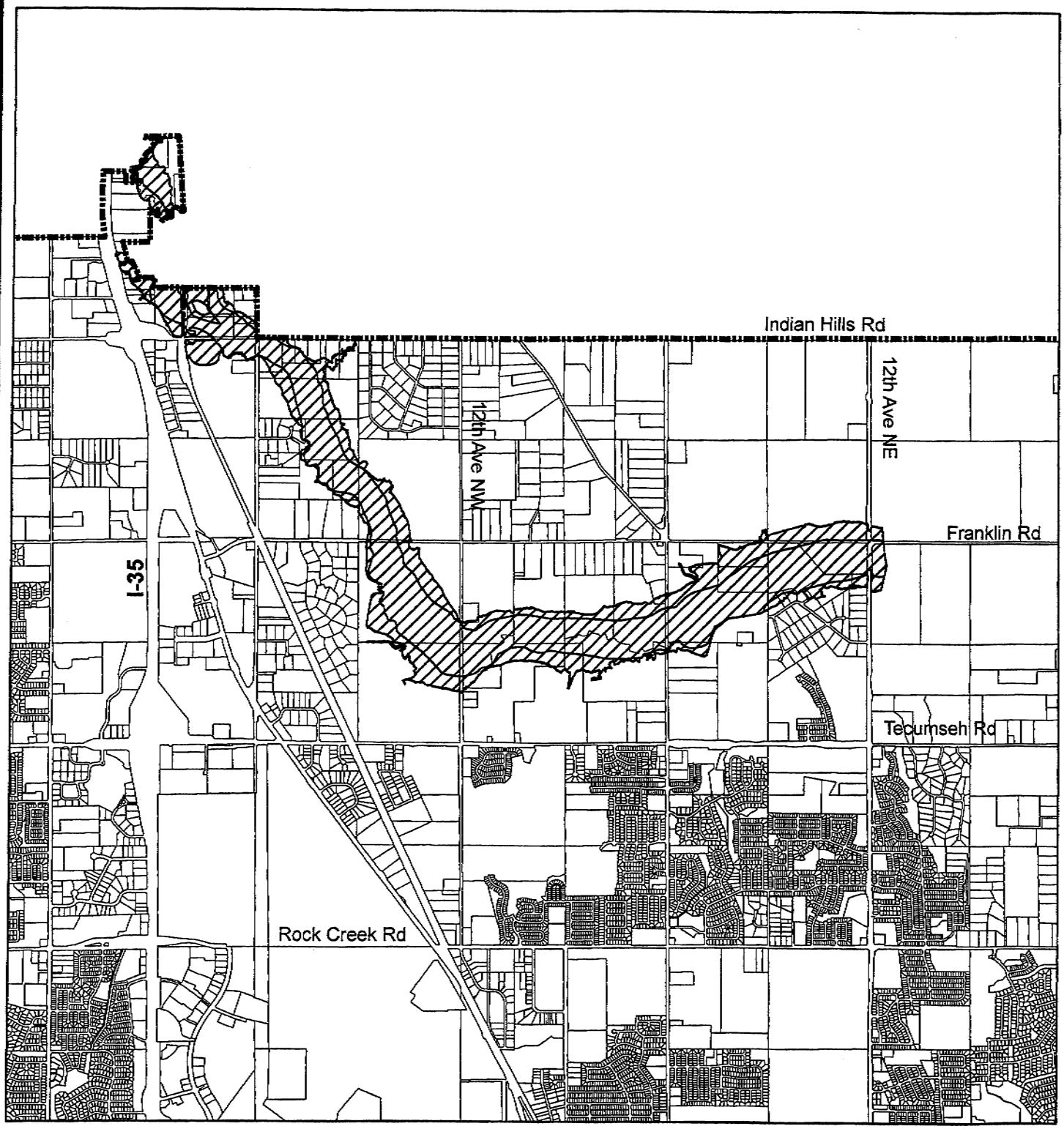
NOT ADOPTED this _____day of

_____, 2012.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Location Map

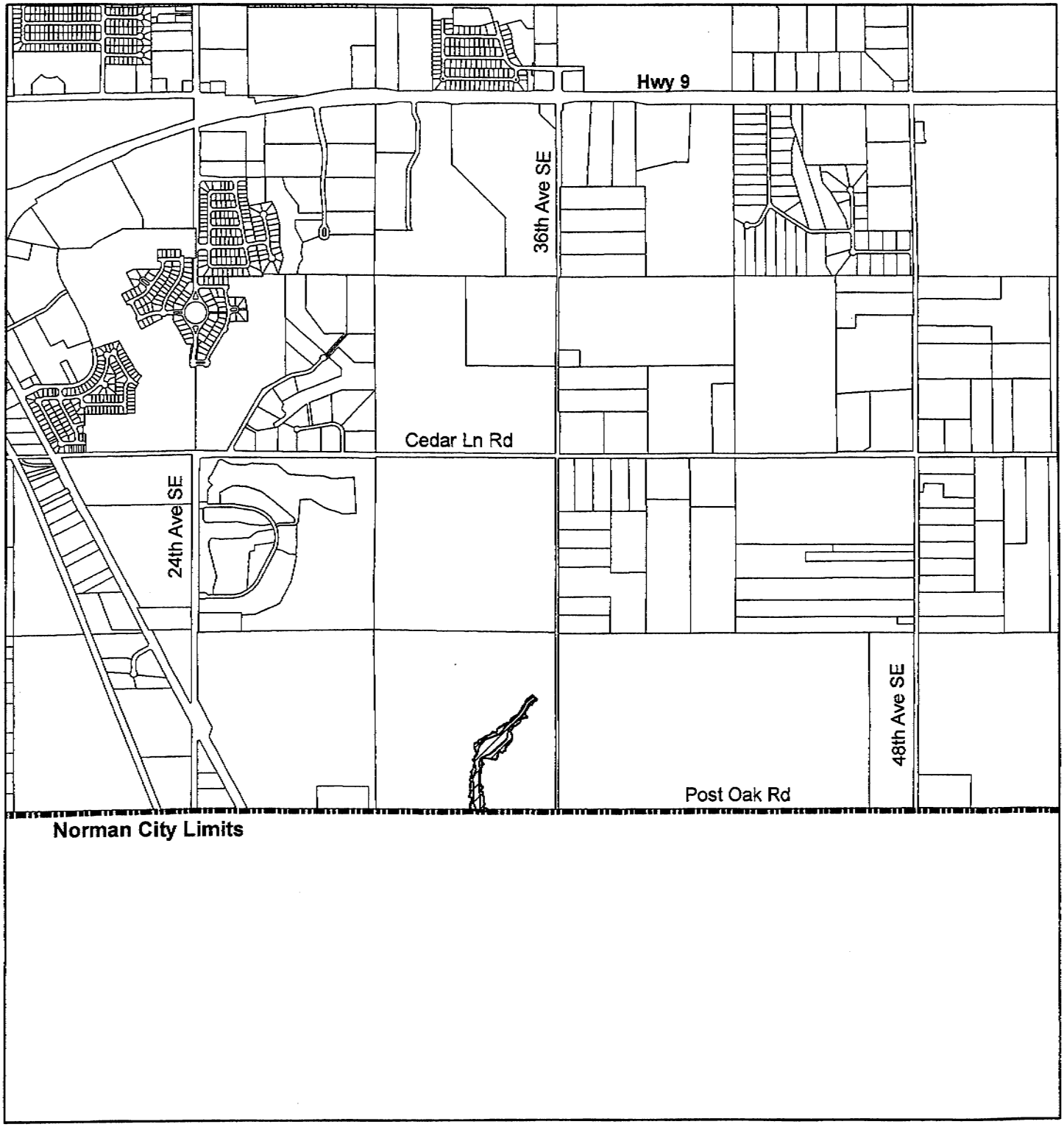
Subject Area

Parcels

Scale: 1 inch = 3500 feet

The City of Norman assumes no responsibility for errors or omissions in the information presented.

Map produced by GIS Services, November 8th, 2012.



Location Map

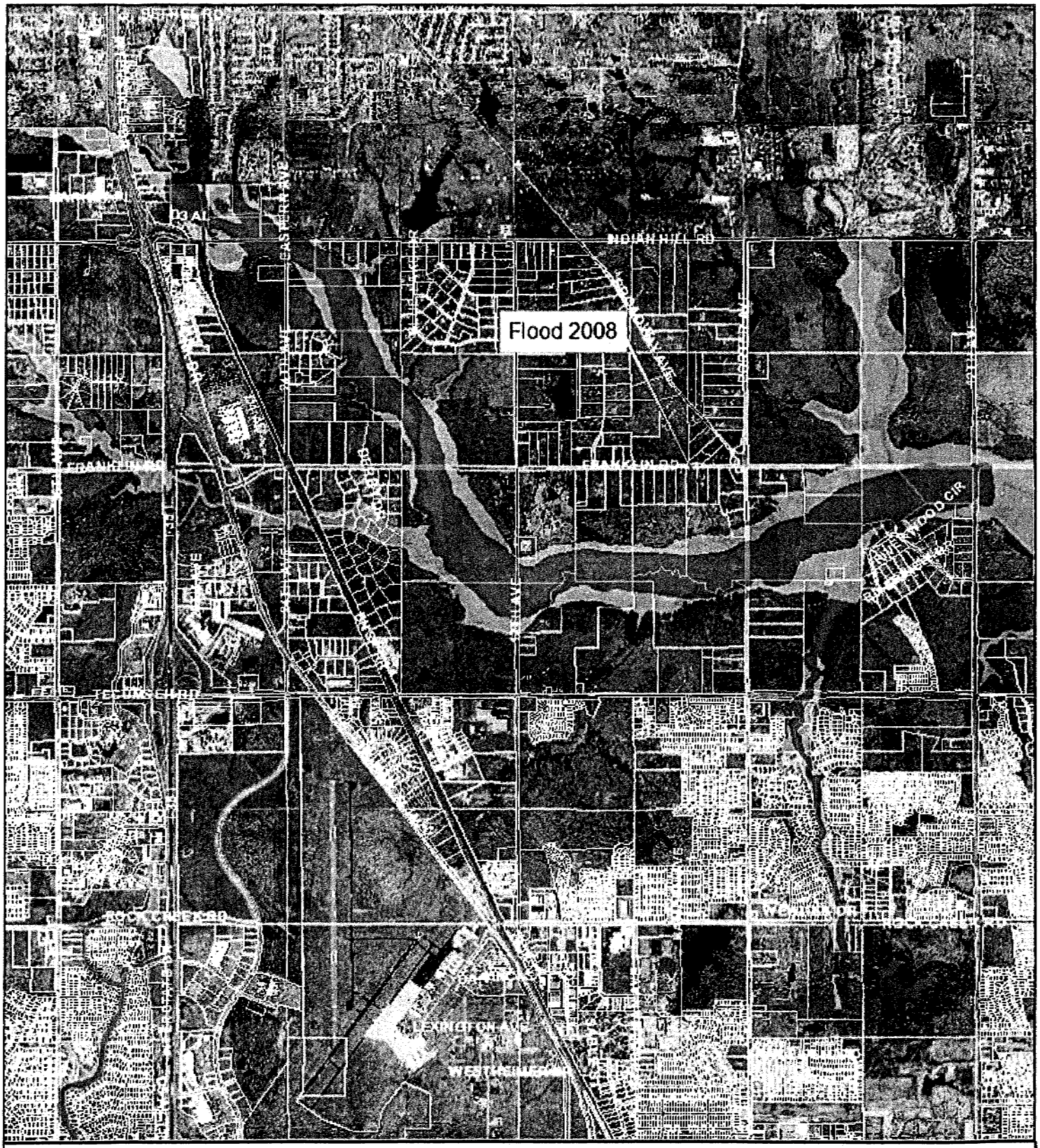
Subject Area

Parcels

Scale: 1 inch = 2000 feet

The City of Norman assumes no responsibility for errors or omissions in the information presented.

Map produced by GIS Services, November 8th, 2012.



Little River Floodplain

N
W E
S

1 inch = 3,000 feet

LEGEND

Flood 2013

1% Chance Floodplain

Floodway

The City of Norman assumes no responsibility for errors or omissions in the information presented

Tributary to Canadian River

The City of Norman assumes no responsibility for errors or omissions in the information presented

N
W E
S

1 inch = 1,000 feet

LEGEND

Flood 2013

1% Chance Floodplain

Floodway

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-23

File ID:	RPT-1213-23	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	12/06/2012
File Name:	FINANCE DIRECTOR'S REPORT			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF NOVEMBER 30, 2012, AND DIRECTING THE FILING THEREOF.

Notes: ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 6

Attachments: Finance Director's Report

Project Manager: Anthony Francisco, Director of Finance

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-23

DATE: 04-Dec-12

TO: City Council

FROM: Anthony Francisco, Director of Finance
REVIEWED BY: Clint Mercer, Chief Accountant
PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON				ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE13	MONTHLY INTEREST EARNINGS November 2012	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE13-YTD	INTEREST EARNINGS YTD FYE13	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$8,583	$1,706	-80.12%	3.35%	$42,917	$8,239	-80.80%	3.40%
NET REVENUE STABILIZATION	N/A	$720	100.00%	1.41%	N/A	$3,423	100.00%	1.41%
PUBLIC SAFETY SALES TAX FUND	N/A	$5,032	100.00%	9.88%	N/A	$23,015	100.00%	9.50%
ROOM TAX FUND	$250	$135	-45.92%	0.27%	$1,250	$531	-57.55%	0.22%
CAPITAL PROJECTS FUND	$12,500	$11,292	-9.66%	22.16%	$62,500	$55,900	-10.56%	23.06%
SINKING FUND	$2,083	$115	-94.47%	0.23%	$10,417	$6,286	-39.66%	2.59%
G.O. BOND FUND	$167	$83	-50.09%	0.16%	$833	$404	-51.46%	0.17%
WESTWOOD FUND	$625	$22	-96.48%	0.04%	$3,125	$2,497	-20.09%	1.03%
WATER FUND	$10,000	$9,942	-0.58%	19.51%	$50,000	$45,748	-8.50%	18.88%
WASTEWATER FUND	$8,333	$4,786	-42.56%	9.39%	$41,667	$21,494	-48.42%	8.87%
DEVELOPMENT EXCISE	$16,667	$7,168	-56.99%	14.07%	$83,333	$32,870	-60.56%	13.56%
SEWER SALES TAX	$5,000	$3,721	-25.57%	7.30%	$25,000	$17,703	-29.19%	7.30%
SANITATION FUND	$2,500	$2,733	9.33%	5.36%	$12,500	$9,554	-23.57%	3.94%
PARKLAND FUND	$1,250	$578	-53.78%	1.13%	$6,250	$2,833	-54.67%	1.17%
RISK MANAGEMENT FUND	N/A	$742	100.00%	1.46%	N/A	$2,772	100.00%	1.14%
TRUST & AGENCY FUNDS	N/A	$3	100.00%	0.01%	N/A	$13	100.00%	0.01%
TAX INCREMENT DISTRICT	$1,701	$754	-55.66%	1.48%	$8,506	$4,409	100.00%	1.82%
SPECIAL GRANTS FUND	N/A	$826	100.00%	1.62%	N/A	$2,163	100.00%	0.89%
CLEET FUND	N/A	$12	100.00%	0.02%	N/A	$61	100.00%	0.03%
HOUSING	N/A	$0	100.00%	0.00%	N/A		100.00%	0.00%
SITE IMPROVEMENT FUND	N/A	$22	100.00%	0.04%	N/A	$105	100.00%	0.04%
ARTERIAL ROAD FUND	N/A	$226	100.00%	0.44%	N/A	$1,077	100.00%	0.44%
SEIZURES	$42	$333	698.74%	0.65%	$208	$1,275	512.16%	0.53%
	$69,701	$50,953	-26.90%	100.00%	$348,506	242,371	-30.45%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of $138.7 million as of 11/30/12 are represented by working capital cash balances of all City funds of approximately $ 73.2 million, outstanding encumbrances of $27.8 million, General Obligation Bond proceeds of $20.48 million, NUA revenue bond proceeds of $9.89 million, NMA bond proceeds of $696 thousand, and UNP TIF reserve amounts of $6.59 million.

INVESTMENT BY TYPE

November 30, 2012

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF AMERICA	GEN'L DEP.			0.25%	$50.73	$247,288.91	$247,288.91
BANK OF OKLAHOMA	GEN'L DEP.			0.15%	$3,426.76	$26,200,663.61	$26,200,663.61
BANK OF OKLAHOMA	WARRANTS PAYABLE					($2,254,163.21)	($2,254,163.21)
BANK OF OKLAHOMA	PAYROLL					($2,764,367.44)	($2,764,367.44)
BANK OF OKLAHOMA	COURT BOND REFUNDS					$252,286.50	$252,286.50
BANK OF OKLAHOMA	INSURANCE CLAIMS					($227,992.90)	($227,992.90)
BANK OF OKLAHOMA	LOCK BOX					$1,672,279.06	$1,672,279.06
**Subtotal					$3,477.49	$23,125,994.53	$23,125,994.53
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.01%	$4.97	$1,242,583.69	$1,242,583.69
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	$20.63	$371,939.05	$371,939.05
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	$0.81	$324,288.41	$324,288.41
BANCFIRST-NUA Water	MONEY MKT.			0.01%	$42.29	$8,651,657.01	$8,651,657.01
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	$45.94	$6,064,504.05	$6,064,504.05
REPUBLIC BANK UNP TIF	MONEY MKT.			0.40%	$177.73	$526,776.52	$526,776.52
FIRST FIDELITY	MONEY MKT.			0.25%	$21.17	$0.00	$0.00
BANK OF OKLAHOMA	MONEY MKT.			0.15%	$3.21	$26,076.08	$26,076.08
BANK OF OKLAHOMA	MONEY MKT.			0.15%	$25.40	$211,080.35	$211,080.35
BANK OF OKLAHOMA-Clean Wtr	MONEY MKT.			0.15%	$56.25	$96.98	$96.98
BANK OF OKLAHOMA- 2008A	MONEY MKT.			0.15%	$80.83	$613,028.70	$613,028.70
BANK OF OKLAHOMA-2008B	MONEY MKT.			0.15%	$131.40	$1,062,643.94	$1,062,643.94
BANK OF OKLAHOMA-2010	MONEY MKT.			0.15%	$64.89	$481,481.85	$481,481.85
BANK OF OKLAHOMA-2012A	MONEY MKT.			0.15%	$34.28	$278,849.10	$278,849.10
BANK OF OKLAHOMA-2012B	MONEY MKT.			0.15%	$1,855.83	$15,095,939.00	$15,095,939.00
BANK OF OKLAHOMA-2012C	MONEY MKT.			0.15%	$364.08	$2,949,271.68	$2,949,271.68
**Subtotal					$2,929.71	$37,900,216.41	$37,900,216.41
**Sweep/Overnight							
JP MORGAN	SHORT TERM			0.00%	$0.00	$3,152,989.36	$3,152,989.36
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/12	09/30/13	0.30%	$62.50	$250,000.00	$250,000.00
GREAT NATIONS BANK	CD	09/30/12	09/30/13	0.65%	$135.42	$250,000.00	$250,000.00
VALLIANCE BANK	CD	11/30/12	11/30/13	0.45%	$0.00	$250,000.00	$250,000.00
**Subtotal					$197.92	$750,000.00	$750,000.00
**U.S. Treasury Securities/Agency Securities							
FFCB	31331G2R9	03/31/10	12/07/12	1.58%	132.46	100,000.00	$100,014.00
US T-Note	912828MN7	05/20/11	02/15/13	0.48%	3,019.52	7,500,000.00	$7,518,750.00
FFCB	31331JBV4	06/30/11	02/21/13	0.49%	831.62	2,000,000.00	$2,006,280.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,649.07	2,000,000.00	$2,038,000.00
FHLB	3133XYHD0	07/22/10	06/14/13	1.05%	3,547.07	4,000,000.00	$4,030,400.00
FFCB	31331KET3	05/20/11	09/23/13	0.80%	3,339.46	5,000,000.00	$5,030,850.00
FHLB	313376UFO	03/30/12	01/29/14	0.38%	2,111.69	7,500,000.00	$7,511,775.00
FAMCA	31315PSG5	09/29/11	03/14/14	1.50%	951.79	2,000,000.00	$2,031,680.00
US T-Note	912828KV1	06/30/11	05/31/14	0.76%	2,299.34	3,500,000.00	$3,604,195.00
FHLB	313379SK6	08/31/12	07/02/14	0.40%	1,123.21	4,500,000.00	$4,507,965.00
FNMA	31398A3G5	08/31/11	09/08/14	1.50%	1,345.11	3,000,000.00	$3,055,650.00
FFCB	3133EC5G5	11/29/12	11/26/14	0.25%	17.36	2,500,000.00	$2,497,125.00
FNMA	3136FPEW3	03/30/12	12/16/14	1.50%	476.67	1,000,000.00	$1,023,000.00
FFCB	3133EANJ3	05/31/12	05/01/15	0.50%	2,218.29	5,500,000.00	$5,520,735.00
FHLB	3133XWNB1	08/30/12	06/12/15	2.70%	1,154.22	3,170,000.00	$3,369,012.60
FNMA	3135G0LN1	05/31/12	07/02/15	0.50%	2,660.24	5,500,000.00	$5,518,645.00
FNMA	3136FPAB3	11/30/11	08/18/15	0.96%	2,077.50	2,500,000.00	$2,606,100.00
FNMA	31398A3T7	11/30/11	09/21/15	1.00%	1,729.16	2,000,000.00	$2,089,500.00
FHLB	3133796P9	04/30/12	10/30/15	0.60%	1,822.92	3,500,000.00	$3,522,470.00
FFCB	3133KS92	11/30/11	11/16/15	1.17%	5,083.42		
FHLB	3133724Y7	04/27/12	12/23/15	1.90%	1,742.57	3,000,000.00	$3,143,760.00
FNMA	3135G0ES8	05/31/12	11/15/16	1.30%	3,014.82	4,250,000.00	$4,381,452.50
**Subtotal					44,347.51	74,020,000.00	$75,107,359.10
TOTAL					50,952.63	138,949,200.30	$140,036,559.40

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-22

File ID:	RPT-1213-22	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	11/27/2012
File Name:	CAFR, NTIF and Single Audit Acceptance			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2012,"AND "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2012," AND "NORMAN TAX INCREMENT FINANCE AUTHORITY FINANCIAL STATEMENT FOR THE YEAR ENDED JUNE 30, 2012" AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF COLE AND REED, P. C., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Notes: ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 7

Attachments: Text RPT-1213-22, FYE 2012 CAFR, NTIFA Audit FYE 2012, ColeReed Report to Council June 30 2012, CON Single Audit FYE 2012

Project Manager: Clint Mercer, Chief Accountant

Entered by: clint.mercer@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-22

Body

BACKGROUND: Oklahoma Statutes, Title 11, Section 17-105 require that an audit of the funds, assets, books, and records of the clerk and treasurer of the City be prepared and reviewed by an independent qualified accountant. The City of Norman has, since fiscal year 1988-89, prepared an audit in conformance with Generally Accepted Accounting Principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB). For the past sixteen fiscal years, the City has received the Government Finance Officers

Association's Award for Achievement for Excellence in Financial Reporting. The Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2012 (FYE 2012) is included here. The CAFR includes financial statements for the City of Norman, the Norman Utilities Authority, and the Norman Municipal Authority, as required by the Trust Indentures of various Trusts of which the City of Norman is the beneficiary.

Many of the federal and state grants that the City receives also require an audit report to be reviewed by independent accountants, as directed by the Federal Single Audit Act of 1984. The "single audit" report is also included.

The University of Oklahoma Foundation, as the lender for TIF Note No. 1, requested a separate audit review of the funds of the Norman Tax Increment Finance Authority (NTIFA) be performed in conjunction with the City's annual audit process, beginning in fiscal year 2008-2009. The annual NTIFA audit is also included here.

On March 25, 2008, the Council accepted the proposal of Cole and Reed, P.C. (RFP 0708-64), to provide independent auditing services for the City of Norman, the Norman Municipal Authority, Norman Utilities Authority, Norman Tax Increment Finance Authority and related entities for a period of three fiscal years with an option to extend the services for an additional two fiscal years.

DISCUSSION: The financial statements of both the City and its Trusts have received an unqualified opinion from Cole and Reed that they fairly represent the financial position of the City as of June 30, 2012 in all material respects.

Under separate cover, the Council Audit/Finance Committee will receive a "management letter" from the City's external auditor. The management letter may discuss findings during the audit review that are not considered material to the overall operations of the City, future audit and accounting standards to be considered, or other items that would impact on the fair representation of the City's financial position.

RECOMMENDATION: It is recommended that the Fiscal Year 2011-2012 Comprehensive Annual Financial Report, NTIFA Audit, and Single Audit Report be accepted.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-66

File ID:	K-1213-66	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$1,054,480.00	**File Created:**	11/30/2012
File Name:	K-1213-66 SE Bishop Creek Interceptor Project, Phase II, Sections 2A and 2B			**Final Action:**	

Title: CONSIDERATION OF THE AWARDING OF BID NO. B-1213-33; APPROVAL BY THE NORMAN UTILITIES AUTHORITY OF CONTRACT NO. K-1213-66 WITH KRAPFF-REYNOLDS CONSTRUCTION COMPANY IN THE AMOUNT OF $1,054,480; PERFORMANCE BOND NO. B-1213-20; STATUTORY BOND NO. B-1213-21; AND MAINTENANCE BOND NO. MB-1213-16 FOR THE S.E. BISHOP INTERCEPTOR PROJECT, PHASE II, SECTIONS 2A AND 2B.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $1,054,480 to Krapff-Reynolds Construction Company as the lowest and best bidder meeting specifications; approve Contract No. K-1213-66 and the performance, statutory, and maintenance bonds; authorize execution of the contract and the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the S.E. Bishop Intersection Project, Phase II, Sections 2A and 2B; and direct the filing of the bonds.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 8

Attachments: Text File K-1213-66, Engineer's Recommendation, K-1213-66, Perf B-1213-20, Stat B-1213-21, MB-1213-16, Location map, PR Krapff Reynolds

Project Manager: Charlie Thomas, Capital Projects Engiener

Entered by: charlie.thomas@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-66

Body

BACKGROUND: On June 10, 2003, the Norman Utilities Authority (NUA) approved Contract K-0203-154 with Chiang, Patel & Yerby, Inc., now CP&Y Inc., for design of improvements to the SE Norman Interceptors, now known as SE Bishop Interceptor project. The project has been broken into multiple phases to keep pace with ongoing development or allow additional time to acquire necessary easements.

On September 23, 2003, the NUA approved Contract K-0304-41 with Matthews Trenching Company, Inc., for

the construction of SE Bishop Interceptor, Phase 1 (WW0268). The project consisted of approximately 2,900 linear feet (LF) of 12-inch and 18-inch sewer, eliminated the Postal Lift Station and serves the United States Postal Service (USPS) and the Summit Valley subdivision. Construction of the project was complete on February 16, 2004 at a cost of $413,041.

On August 8, 2006, the NUA approved Contract K-0607-36 with Jordan Contractors, Inc. for the construction of SE Bishop Interceptor Phase II, Section 1 (WW0267). The project consisted of approximately 2,300 LF of 18-inch and 24-inch sewer including boring of State Highway 9 and Classen Boulevard. This project was constructed in advance of the remainder of the Phase II project to keep pace with developments on the west side of Classen and south of Highway 9. Construction of the project was complete on January 26, 2007 at a cost of $1,036,205.

The remainder of the Phase II, SE Bishop Interceptor project (WW0267) is broken into three phases. Section 2A consists of approximately 2,390 LF of 24-inch sewer serving Eagle Cliff and Cobblestone subdivisions and includes replacement of the existing aerial crossing of Bishop Creek at Cedar Lane. Section 2B consists of approximately 1,130 LF 24-inch sewer located north of State Highway 9 and west of Classen Boulevard. Section 2C consists of approximately 4,500 LF of 18-inch sewer located south of Highway 9 and east of Classen Boulevard.

DISCUSSION: The current phase of SE Bishop Interceptor project is known as Phase II, Sections 2A and 2B. Section 2C is delayed due to difficulties in acquiring required easements; this portion of the project will be bid separately in 2013.

An advertisement for bids was published in the Norman Transcript on October 4 and 11, 2012. Project bids were opened November 1, 2012 and six (6) bids were received. As shown in the attached letter from CP&Y, Krapff-Reynolds Construction Company was the low bidder at $1,054,480; the engineer's estimate was $1,181,275. Staff and CP&Y recommend award to Krapff-Reynolds. Work should begin in January with a five (5) month contract completion time.

Funding for replacement of existing sewer interceptors is pro-rated based on the pipe diameter for obligated flow versus the pipe diameter for the full build-out (FBO) flow. The funding split for Section 2A is 62.5% Sewer Sales Tax (SST) and 37.5% Sewer Excise Tax (SET) based on an obligated pipe diameter of 15 inches (paid by SST) and a FBO diameter of 24 inches (paid by SET). The funding split for Section 2B is 75% SST and 25% SET based on an obligated pipe diameter of 18 inches and a FBO diameter of 24 inches.

The bid price of $1,054,480 is split between Phase 2A ($704,992) and Phase 2B ($349,488). Based on the pro-rated funding for each segment explained above, the overall funding for the project is 33.36% SET ($351,744) and 66.64% SST ($702,736). The Fiscal Year Ending (FYE) 2012 budget for the SE Bishop Interceptor (WW0267) includes an unencumbered balance of $940,965 for the SET Construction (322-9048-432.61-01) and $1,311,741 for SST Construction (323-9048-432.61-01) which is sufficient to fund the work.

After encumbering the funds noted above, approximately $1,198,000 ($589,000 SET and $609,000 SST) will remain to fund the Phase II, Section 2C SE Bishop Interceptor project.

The City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the City of Norman are also exempt from those taxes. A bidder and his subcontractors may exclude from their bid sales taxes on appropriate equipment, materials, and supplies that will not have to be paid while acting on behalf of the City of Norman. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project.

STAFF RECOMMENDATIONS:

1) Recommend the NUA accept the bids received in response to Project Bid 1213-33 and award to the low bidder, Krapff-Reynolds Construction Company of Oklahoma City.
2) Recommend the NUA authorize the Chairman to sign Contract K-1213-66 with Krapff-Reynolds

Construction Company, in the amount of $1,054,480.

3) Recommend the NUA approve, and direct the filing of , Performance Bond B-1213-20, Statutory Bond B-1213-21, and Maintenance Bond MB-1213-16; each in the contract amount.

4) Recommend the NUA allow the Utilities Director to approve the purchase of equipment and materials for SE Bishop Interceptor, Phase II, Sections 2A and 2B directly from vendors at prices agreed to by the contractor.

CP&Y Partners for a Better Quality of Life

November 15, 2012

Mr. Charlie Thomas, P.E.
City of Norman
Norman Utilities Authority
201-A West Gray
Norman, Oklahoma 73070

Re: Southeast Bishop Interceptor
Phase II – Sections 2A & 2B
CP&Y Project No. CON 03039

Dear Mr. Thomas,

On Thursday, the 1st of November, 2012 at 2:00 P.M., six responsive bids were received and publicly opened at the City of Norman's city hall for the Southeast Bishop Interceptor Project. The six bids received are listed below with the apparent low bidder listed first.

Contractors	Base Bid
Krapff-Reynolds Construction Co. Oklahoma City, Oklahoma	$1,054,480.00
BRB Contractors, Inc. Topeka, Kansas	$1,167,040.00
Matthews Trenching Oklahoma City, Oklahoma	$1,169,230.00
Central Contracting Services Norman, Oklahoma	$1,231,570.00
Urban Contractors Oklahoma City, Oklahoma	$1,242,625.00
Downey Contracting, LLC Oklahoma City, Oklahoma	$1,595,350.00

Krapff-Reynolds Construction of Oklahoma City, Oklahoma was the apparent responsive low bidder. We have reviewed their bid proposal, with all items checked for correctness in their extensions and additions. Based on the review and references called, we find Krapff-Reynolds Construction Co. bid and qualifications to be competent to complete the project according to the construction documents.

1000 W. Wilshire Boulevard, Suite 123-A
Oklahoma City, Oklahoma 73116
405.848.2346 • 405.848.2393 fax
www.cpyi.com

Therefore, CP&Y, Inc. recommends the award of contract to Krapff-Reynolds Construction Co. for their low bid amount of $1,054,480.00.

Should you or your staff have any questions please call.

Respectfully submitted,
CP&Y, Inc.

Michael Graves, P.E.
Vice President

Encl.

cc: Mark Daniels, P.E.
file

CONTRACT

THIS CONTRACT made and entered into this _____ day of_____, 2012, by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Krapff- Reynolds Construction Company, hereinafter designated as the CONTRACTOR.

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

SE BISHOP INTERCEPTOR, PHASE II, SECTIONS 2A & 2B
NORMAN, OKLAHOMA

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this CONTRACT; and,

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

One Million, Fifty Four Thousand, Four Hundred Eighty, Dollars ($)1,054,480.00

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents:

- the Invitation to Bid published in the Norman Transcript
- the Instructions to Bidders;
- the CONTRACTOR'S Bid Proposal and Bid Schedule Form;
- the Construction Drawings, Specifications, and Provisions; and
- the Bonds thereto; all of which documents are on file in the Office of the Purchasing Department of the NORMAN UTILITIES AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out at length, with the following additions and/or exceptions:

Addendum No. 01 dated October 29, 2012

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within TEN (10) calendar days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same within One Hundred Fifty (150) calendar days following receipt of NOTICE-TO-PROCEED.

4) That the AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
   a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
   b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

5) That the AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the AUTHORITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the AUTHORITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR agrees to pay as liquidated damages, the sum of Five Hundred Dollars ($500.00) for each consecutive calendar day thereafter the specified time for completion, as provided in the General Conditions.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the Work Order and commencement of work on the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

Fred L. Krapff, President, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the AUTHORITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the AUTHORITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Submitted and sworn to before me this _____day of _____, 20____.

Notary Public

My Commission Expires:

JAMES L. KING NOTARY # 06012315 EXP. 12/11/12 PUBLIC STATE OF OKLAHOMA

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____day of _____, 2012, and the _____ day of _____, 2012.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Krapff-Reynolds Construction Company
PRINCIPAL

Signed:
Authorized Representative

Fred L. Krapff, President
Name and Title

Address: **2400 NE 4th.**

Oklahoma City, OK 73117-4410

Telephone: **405-733-9682**

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 10 day of December, 2012.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Bond No. 105802818

PERFORMANCE BOND

Know all men by these presents that **Krapff-Reynolds Construction Company**, as PRINCIPAL, and **Travelers Casualty and Surety Company of America**, a corporation organized under the laws of the State of **Connecticut**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One Million, Fifty Four Thousand, Four Hundred Eighty*Dollars ($1,054,480.00*****)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

SE BISHOP INTERCEPTOR PHASE II, SECTIONS 2A & 2B
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1213-66) with the AUTHORITY, dated **2012** for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 29th. day of November, 20 12.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Krapff-Reynolds Construction Company
PRINCIPAL

Signed:
Authorized Representative

Fred L. Krapff, President
Name and Title

Address: 2400 NE 4th. Street
Oklahoma City, OK 73117-4410

Telephone: 405-733-9682

(Corporate Seal)
WITNESS:

Witness

Travelers Casualty and Surety Company of America
SURETY

Signed:
Authorized Representative

Bill Orcutt, Attorney-in-fact
Name and Title

Address: P.O Box 25928
Oklahoma City, OK 73125

Telephone: 405-556-2358

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 12, by Fred L. Krapff, President of Krapff-Reynolds Construction Company,
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 _____.

JAMES L. KING NOTARY # 08012315 EXP. 12/11/12 PUBLIC STATE OF OKLAHOMA

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 10 day of December, 2012.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

STATUTORY BOND

Bond No. 105802818

Know all men by these presents that **Krapff-Reynolds Construction Company**, as PRINCIPAL, and **Travelers Casualty and Surety Company of America**, a corporation organized under the laws of the State of **Connecticut**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One Million, Fifty Four Thousand, Four Hundred Eighty**** Dollars **($ 1,054,480.00*****)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

SE BISHOP INTERCEPTOR PHASE II, SECTIONS 2A & 2B
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1213-66) with the AUTHORITY, dated **2012** for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20_____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 29th. day of November, 20 12.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Krapff-Reynolds Construction Company
PRINCIPAL

Signed:

Authorized Representative

Fred L. Krapff, President
Name and Title

Address: 2400 NE 4th. Street

Oklahoma City, OK 73117-4410

Telephone: 405-733-9682

(Corporate Seal)

WITNESS:

Witness

Travelers Casualty and Surety Company of America
SURETY

Signed:

Authorized Representative

Bill Orcutt, Attorney-in-fact
Name and Title

Address: P.O Box 25928

Oklahoma City, OK 73125

Telephone: 405-556-2358

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 12, by Fred L. Krapff, President of Krapff-Reynolds Construction Company,
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

JAMES L. KING NOTARY # 08012315 EXP. 12/11/12 PUBLIC STATE OF OKLAHOMA

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 10 day of December, 2012.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of
_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

MAINTENANCE BOND

Bond No. 105802818

Know all men by these presents that **Krapff-Reynolds Construction Company**, as PRINCIPAL, and **Travelers Casualty and Surety Company of America**, a corporation organized under the laws of the State of **Connecticut**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One Million, Fifty Four Thousand, Four Hundred Eighty**** Dollars **($1,054,480.00*****)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

SE BISHOP INTERCEPTOR PHASE II, SECTIONS 2A & 2B
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1213-66) with the AUTHORITY, dated **2012** for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the **29th.** day of **November**, 20**12**.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Krapff-Reynolds Construction Company
PRINCIPAL

Signed:

Authorized Representative

Fred L. Krapff, President
Name and Title

Address: **2400 NE 4th. Street**

Oklahoma City, OK 73117-4410

Telephone: **405-733-9682**

(Corporate Seal)

WITNESS:

Witness

Travelers Casualty and Surety Company of America
SURETY

Signed:

Authorized Representative

Bill Orcutt, Attorney-in-fact
Name and Title

Address: **P.O Box 25928**

Oklahoma City, OK 73125

Telephone: **405-556-2358**

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 12, by Fred L. Krapff, President of Krapff-Reynolds Construction Company,
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

JAMES L. KING NOTARY # 08012315 EXP. 12/11/12 PUBLIC STATE OF OKLAHOMA

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 10 day of December, 2012.

AUTHORITY Attorney

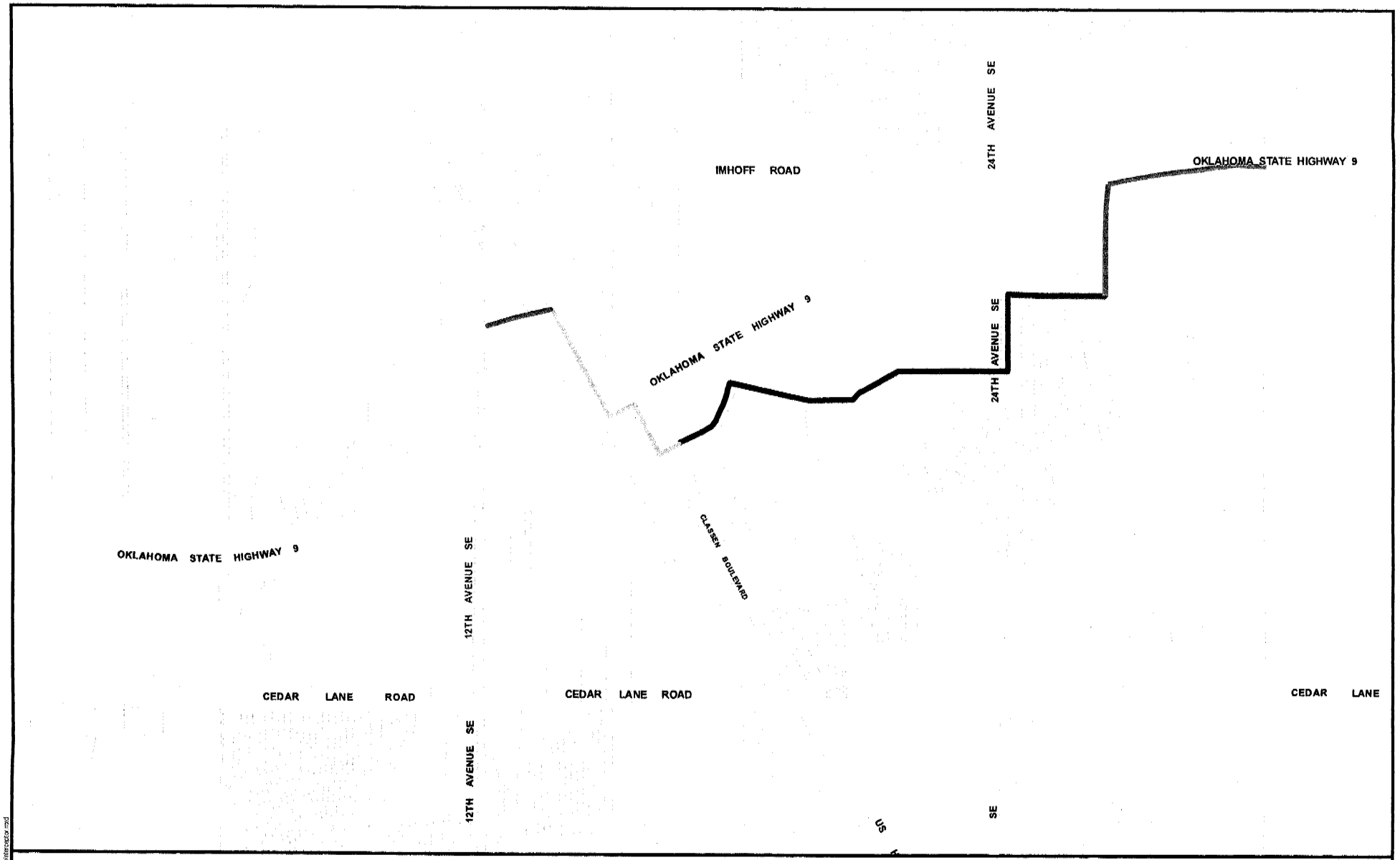
Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of
_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____



Southeast Bishop Interceptor Project

December 5, 2012

Map produced by the City of Norman GIS Services Division

The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

0 500 1,000 Feet

Phase 1

Phase 2, Section 1

Phase 2, Section 2A

Phase 2, Section 2B

Phase 2, Section 2C

STATUS: DIVISION APPROVAL

REQUISITION BY: WEBB G

REASON: SE BISHOP INTERCEPTOR CONSTRUCTION

DATE: 12/03/12

SHIP TO LOCATION: P W - UTILITIES DIRECTOR

SUGGESTED VENDOR: 1087 KRAPFF - REYNOLDS CONSTRUCTION

DELIVER BY DATE: 12/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SE BISHOP INTERCEPTOR CONSTRUCTION - EXCISE TAX COMMODITY: PUBLIC WORKS AND RELATED SUBCOMMOD: WASTEWATER TREATMENT PLAN	347978.00	DOL	1.0000	347978.00	
2	SE BISHOP INTERCEPTOR CONSTRUCTION - SALES TAX COMMODITY: PUBLIC WORKS AND RELATED SUBCOMMOD: WASTEWATER TREATMENT PLAN	706502.00	DOL	1.0000	706502.00	

REQUISITION TOTAL: 1054480.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	32290484326101	Capital Projects Construction	WW0267 Interceptor/SE Bishop-P2B	100.00	347978.00
2	32390484326101	Capital Projects Construction	WW0267 Interceptor/SE Bishop-P2B	100.00	706502.00
					1054480.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT K-1213-66 CONTINGENT ON NUA APPROVAL
12-18-12

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-101

File ID:	GID-1213-101	**Type:**	Acceptance of Funds	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	Fire Department	**Cost:**		**File Created:**	12/04/2012
File Name:	FMAG Reimbursement-Cooperton			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $1,603.15 FROM COMANCHE COUNTY ELIGIBLE UNDER THE FIRE MUTUAL AID ASSISTANCE GRANT (FMAG) PROGRAM FOR MUTUAL AID ASSISTANCE BY THE NORMAN FIRE DEPARTMENT TO A WILD FIRE IN COOPERTON, OKLAHOMA.

Notes: ACTION NEEDED: Motion to accept or reject reimbursement of funds in the amount of $1,603.15 from Comanche County eligible under the FMAG Program for Mutual Aid Assistance by the Norman Fire Department to a wild fire in Cooperton, Oklahoma; and, if accepted, increase Other Agency Reimbursements (010-0000-366.12-39) by $1,603.15.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 9

Attachments: Text File Reimbursement, Task Force, Firefighter Assistance

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-101

body

Background: In July of 2012, a wildfire occurred in Cooperton, Oklahoma, which is in Comanche County. The Norman Fire Department responded to a mutual aid request as a member of Cleveland County Task Force.

Discussion: The Fire Department responded to the wildfire as stated above and utilized equipment and overtime labor to respond. The response was eligible for reimbursement under the Fire Mutual Aid Assistance Grant (FMAG) Program. The reimbursable amount was $1,603.15.

Recommendation: It is recommended that City Council accept reimbursement in the amount of $1,603.15 and receipt funds into the General Fund, Other Agency Reimbursements account (010-0000-366.12-39).

Date:_____

Incident Name

lahoma fire

Cleveland County
Task Force

Respond	Cedar Country	Little Axe	Lexington	Slaughterville	Moore	Noble	Norman
YES	Y	Y	N	Y	Y	Y	Y
NO							
POC/Command						700	
POC/Command							
Unit	B-3	B-1		B-1	B-4		B-8
Unit		ENG-1					
Unit							
Unit							
Unit							
Firefighter	X	X		X	X	X	X
Firefighter	X	X		X	X		X
Firefighter		X		X			X
Firefighter		X					
Firefighter							
Firefighter							
Firefighter							
Firefighter							
Firefighter							
Firefighter							

Radio Frequency I-TAC-1D

EMSTAT
2 Personel

From Station	
Staging	
Command	SMA 1 C
Staging Location	cooperton
Command Location	

7/26/2012

Devra Smith

From: David Grizzle
Sent: Wednesday, November 21, 2012 11:50 AM
To: Devra Smith
Subject: FW: Cooperton Fire

From: David Grizzle
Sent: Thursday, September 13, 2012 9:51 AM
To: Roger Wickey (Cedar Country) (ccspd@mbo.net)
Subject: FW: Cooperton Fire

Roger:

Here tis....

Fire Personnel	Rate	Hours	Total
Leroy Lukinbill	28.7876	14	403.03
Joel Gerber	15.6904	14	219.67
Taylor Hendrix	14.7823	14	206.95
Brush 2	55.25	14	773.50
Grand Total			1603.15

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: E-1213-13

File ID:	E-1213-13	**Type:**	Easement	**Status:**	Consent Item
Version:	3	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	12/03/2012
File Name:	ONG Easement Reaves Park 2012 ONG Easement Reaves Park 2012			**Final Action:**	

Title: EASEMENT NO. E-1213-13: CONSIDERATION OF GRANTING A RIGHT-OF-WAY EASEMENT TO OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK, INC., TO ALLOW INSTALLATION OF A GAS LINE IN REAVES PARK.

Notes: ACTION NEEDED: Motion to grant or deny Easement No. E-1213-13; and, if granted, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 10

Attachments: Text File E-1213-13, Easement No. E-1213-13, Location Map Reaves Park Easement

Project Manager: Mitch Miles, Park Planner

Entered by: mitch.miles@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1213-13

Body

BACKGROUND: On February 22, 2011, City Council granted Easement No. E-1011-47, easement and right of way, to Oklahoma Natural Gas Co. in Reaves Park. The easement, 15 foot wide and 697 feet long, begins at the intersection of Constitution and Jenkins and runs north parallel to Jenkins before it crosses under Jenkins onto University of Oklahoma property south of Wadsack Dr. The purpose of granting the easement and right of way was for the installation of a larger natural gas line which would better serve the University campus adjacent to the park.

In October, 2012, the Parks and Recreation Department was approached by ONG for updating the easement in Reaves Park. The purpose of the easement is for the installation of a new natural gas service line which will replace an older existing line in the easement. The new service line will be installed within Easement No. E-1011-47. The gas line will then extend north continuing through the park along Jenkins to the intersection of Jenkins and Timberdell. This section of the easement running north from Constitution to Timberdell is approximately 2,403 feet long and 10 feet wide. The easement will then turn and run east along the north edge of Reaves Park for approximately 2,559 feet by 10 feet wide, where it will then cross onto the Jimmy Austin Golf

Course property.

DISCUSSION: ONG has prepared the necessary documentation and Right of Way. Park planning and Public Works staff have reviewed the easement and determined that the granting of this easement will not interfere with any current or planned future development of the park or adjacent streets. Reaves Park is an 80-acre site with multiple activities offered to the community, including baseball fields, softball fields, shelters, picnic area, large playground, and the Cleveland County Veterans Memorial. None of these areas of activity will be disturbed or affected by this easement.

RECOMMENDATION: It is recommended that City Council approve granting the Easement and Right of Way to Oklahoma Natural Gas Company.

Easement No. E-1213-13

RIGHT OF WAY AGREEMENT

FORM 428 (2-98)

THIS AGREEMENT, made and entered into by and between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, Inc., an Oklahoma corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of $1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Cleveland, State of Oklahoma, and more particularly identified and described as follows, to-wit:

> A 10 foot wide right of way lying in the SW/4 of Section 5, T8N, R2W, I.M., , being more particularly described on EXHIBITS "A" and "B" attached hereto and made a part hereof.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of November, 2012.

CITY OF NORMAN

By:_____
Cindy Rosenthal, Mayor

_____
Brenda Hall, City Clerk

Approved by the City Attorney on the _____ day of _____, 2012.

_____
CITY ATTORNEY

OKLAHOMA NATURAL GAS

By:_____
Steve P. Wood, Regional Vice-President

STATE OF OKLAHOMA)
) ss
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on the _____ day of _____, 2012, by Cindy Rosenthal, Mayor, City of Norman.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF Oklahoma,)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the _____ day of _____, 2012, by: Steve P. Wood, Regional Vice-President, Oklahoma Natural Gas.

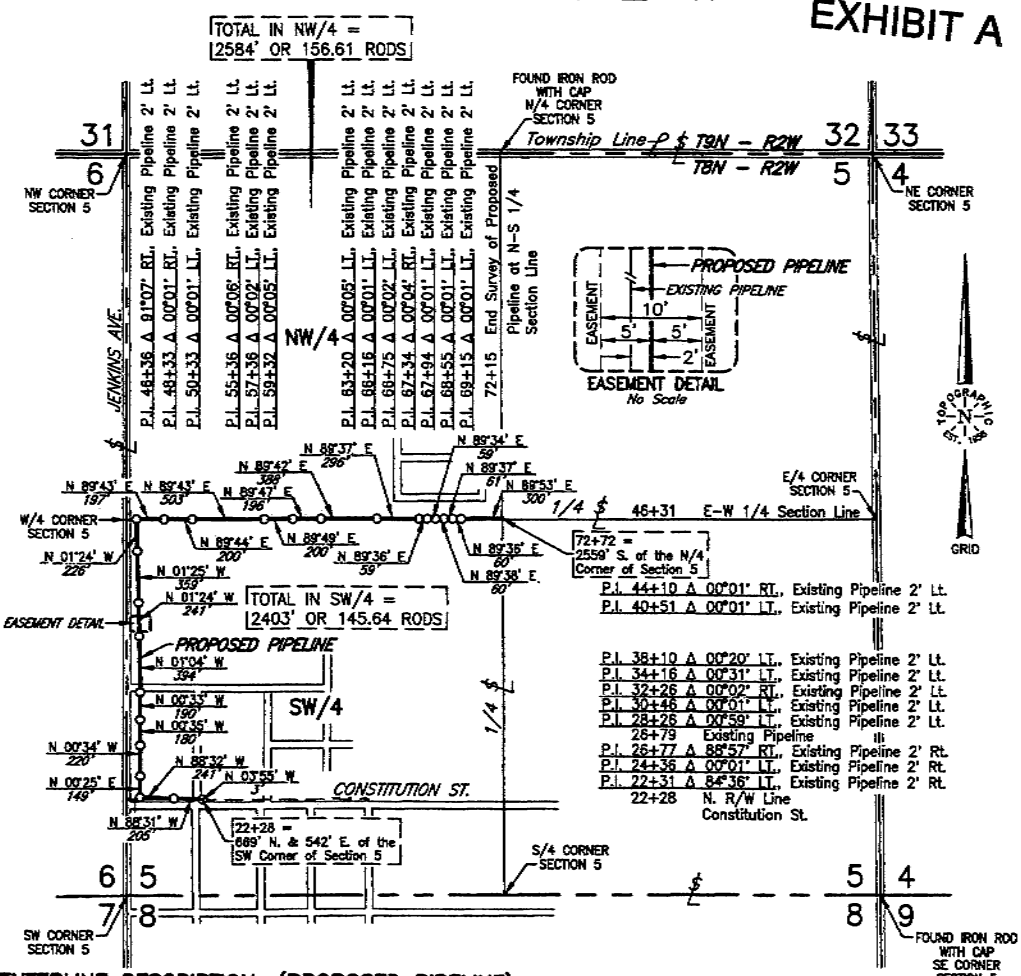
_____
NOTARY PUBLIC

My Commission Expires: _____

Negotiated by H. Bluejacket Rods 145.64
Line Norman/CP J.O. 021.054.2267.010146 RW# 1 of 1

T 8 N – R 2 W

EXHIBIT A



CENTERLINE DESCRIPTION: (PROPOSED PIPELINE)

BEGINNING at a point 669 feet North and 542 feet East of the Southwest Corner of Section 5, T8N – R2W, Cleveland County, Oklahoma;

THENCE N 03°55' W, a distance of 3 feet; THENCE N 88°31' W, a distance of 205 feet; THENCE N 88°32'W, a distance of 241 feet; THENCE N 00°25' E, a distance of 149 feet; THENCE N 00°34' W, a distance of 220 feet; THENCE N 00°35' W, a distance of 180 feet; THENCE N 00°33' W, a distance of 190 feet; THENCE N 01°04' W, a distance of 394 feet; THENCE N 01°24' W, a distance of 241 feet; THENCE N 01°25' W, a distance of 359 feet; THENCE N 01°24' W, a distance of 226 feet; THENCE N 89°43' E, a distance of 197 feet; THENCE N 89°44' E, a distance of 200 feet; THENCE N 89°43' E, a distance of 503 feet; THENCE N 89°49' E, a distance of 200 feet; THENCE N 89°47' E. a distance of 196 feet; THENCE N 89°42' E, a distance of 388 feet; THENCE N 89°37' E, a distance of 296 feet; THENCE N 89°36' E, a distance of 59 feet; THENCE N 89°34' E, a distance of 59 feet; THENCE N 89°38' E, a distance of 60 feet; THENCE N 89°37' E, a distance of 61 feet; THENCE N 89°36' E, a distance of 60 feet; THENCE N 89°53' E, a distance of 300 feet to and ending at a point 2559 feet South of the North Quarter Corner of said Section 5.

PLAT SHOWING

PROPOSED PIPELINE IN
SECTION 5, T8N – R2W
CLEVELAND COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat represents the results of a survey made on–the–ground.

LICENSED PROFESSIONAL LAND SURVEYOR
THOMAS L. HOWELL
1433
OKLAHOMA

Thomas L. Howell, P.L.S. No. 1433

NOTE:
The ties and footages shown on this plat are from lines of occupation from a survey made on–the–ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

NO.	REVISION	DATE	BY
1	GENERAL REVISION	11-2-12	RKM

SURVEY BY:	JF 9-21-12
DRAWN BY:	RKM
APPROVED BY:	TH

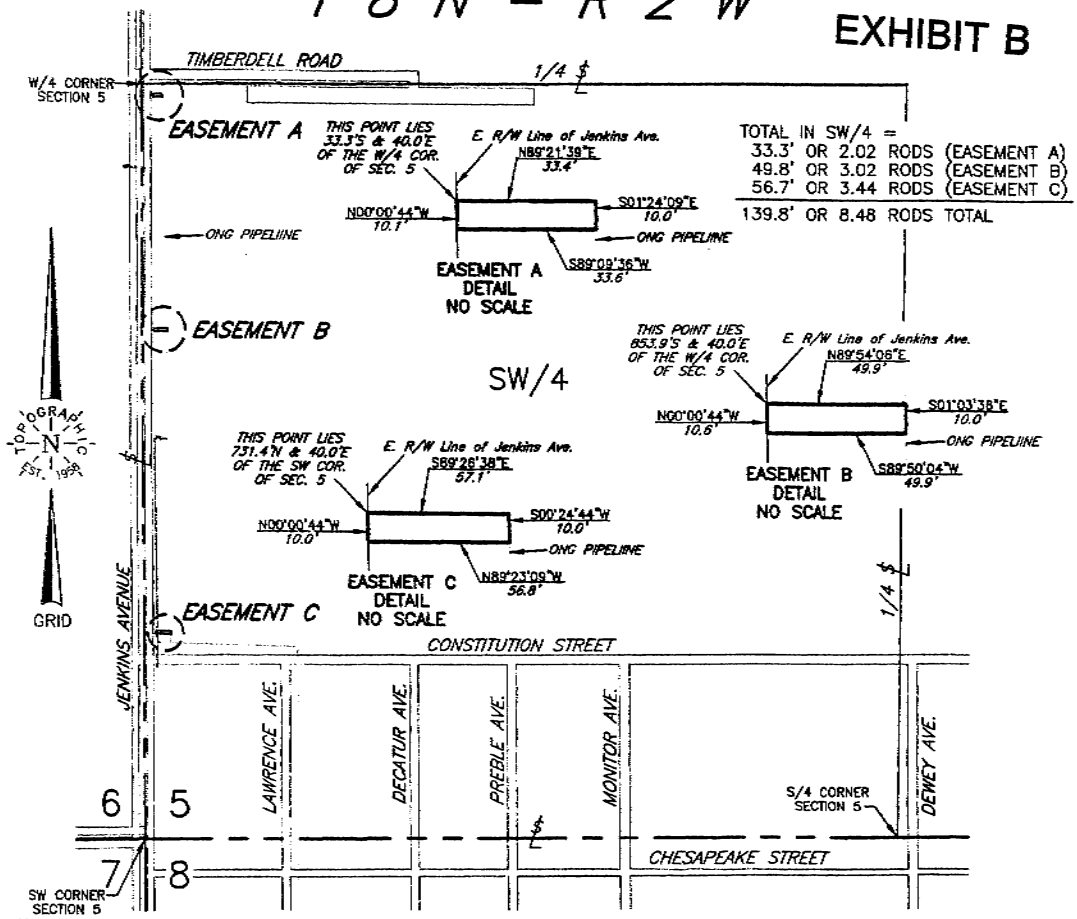
This plat was prepared exclusively for
OKLAHOMA NATURAL GAS
OKLAHOMA CITY, OKLAHOMA
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma

SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847
Certificate of Authorization No. 1293

SCALE:	1" = 1000'
DATE:	10-3-12
FILE:	G2267B.DWG
DRAWING NUMBER:	115052-G2-267-B
SHEET	1 OF 1

T 8 N – R 2 W

EXHIBIT B



TOTAL IN SW/4 =
33.3' OR 2.02 RODS (EASEMENT A)
49.8' OR 3.02 RODS (EASEMENT B)
56.7' OR 3.44 RODS (EASEMENT C)
139.8' OR 8.48 RODS TOTAL

METES AND BOUNDS DESCRIPTION: EASEMENT A

BEGINNING at a point 33.3 feet South and 40.0 feet East of the West Quarter Corner of Section 5, T8N–R2W, Cleveland County, Oklahoma, Said Point also being on the East Right–of–Way Line of Jenkins Avenue;

THENCE N89°21'39"E a distance of 33.4 feet; Thence S01°24'09"E a distance of 10.0'; THENCE S89°09'36"W a distance of 33.6 feet to the East Right–of–Way Line of Jenkins Avenue; THENCE N00°00'44"W on the East Right–of–Way of Jenkins Avenue a distance of 10.1 feet to the POINT OF BEGINNING.

METES AND BOUNDS DESCRIPTION: EASEMENT B

BEGINNING at a point 853.9 feet South and 40.0 feet East of the West Quarter Corner of Section 5, T8N–R2W, Cleveland County, Oklahoma, Said Point also being on the East Right–of–Way Line of Jenkins Avenue;

THENCE N89°54'06"E a distance of 49.9 feet; Thence S01°03'36"E a distance of 10.0'; THENCE S89°50'04"W a distance of 49.9 feet to the East Right–of–Way Line of Jenkins Avenue; THENCE N00°00'44"W on the East Right–of–Way of Jenkins Avenue a distance of 10.6 feet to the POINT OF BEGINNING.

METES AND BOUNDS DESCRIPTION: EASEMENT C

BEGINNING at a point 731.4 feet North and 40.0 feet East of the Southwest Corner of Section 5, T8N–R2W, Cleveland County, Oklahoma, Said Point also being on the East Right–of–Way Line of Jenkins Avenue;

THENCE S89°26'38"E a distance of 57.1 feet; Thence S00°24'44"W a distance of 10.0'; THENCE N89°23'09"W a distance of 56.8 feet to the East Right–of–Way Line of Jenkins Avenue; THENCE N00°00'44"W on the East Right–of–Way of Jenkins Avenue a distance of 10.0 feet to the POINT OF BEGINNING.

PLAT SHOWING

PROPOSED EASEMENTS IN SECTION 5, T8N–R2W, CLEVELAND COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat represents the results of a survey made on–the–ground.

LICENSED PROFESSIONAL LAND SURVEYOR
THOMAS L. HOWELL
1433
OKLAHOMA

Thomas L. Howell, P.L.S. No. 1433

NOTE:
The ties and footages shown on this plat are from lines of occupation from a survey made on–the–ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

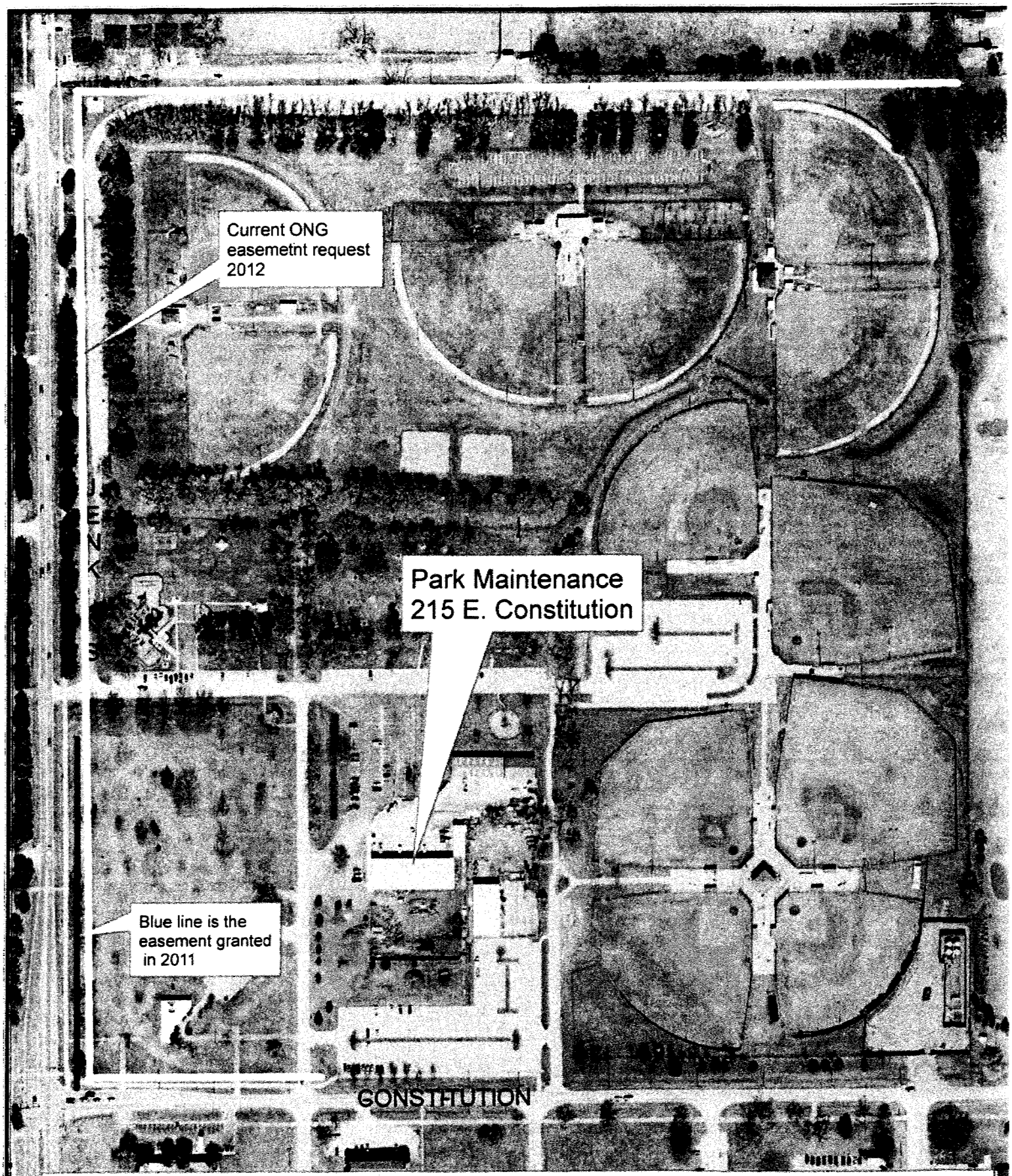
NO.	REVISION	DATE	BY

SURVEY BY: JF 10–23–12
DRAWN BY: MK
APPROVED BY: TH

This plat was prepared exclusively for
OKLAHOMA NATURAL GAS
OKLAHOMA CITY, OKLAHOMA
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.

SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. Classen, Okla. City, OK. 73116 (405) 843–4847
Certificate of Authorization No. 1293

SCALE: 1" = 1000'
DATE: 10–29–12
FILE: G2270B.DWG
DRAWING NUMBER: 115052–G2–270–B
SHEET 1 OF 1



Map Produced by the City of Norman
Park Planning
(405) 366-5475
The City of Norman assumes no
responsibility for errors or omissions
in the information presented

Reaves Park
Proposed ONG Easement

ONG Easement
Granted in 2011

ONG Easement
request 2012

N
W E
S

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: COS-1213-4

File ID:	COS-1213-4	**Type:**	Certificate of Survey	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	11/14/2012
File Name:	Nicksand Acres COS			**Final Action:**	

Title: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1213-4 FOR NICKSAND ACRES AND ACCEPTANCE OF EASEMENT NO. E-1213-14. (SOUTHWEST CORNER OF 120TH AVENUE N.E. AND MARY LANE)

Notes: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1213-4; and, if approved, accept Easement No. E-1213-14 and direct the filing of the certificate of survey and easement with the Cleveland County Clerk.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 11

Attachments: Text File COS-1213-4, Nicksand Location, Nicksand COS, Nicksand Acres Staff Rpt

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Planning Commission	12/13/2012					
2	Planning Commission	12/13/2012					

Text of Legislative File COS-1213-4

Body

BACKGROUND: This item is Norman Rural Certificate of Survey No. COS-1213-4, Nicksand Acres, generally located at the southwest corner of the intersection of 120th Avenue N.E. and Mary Lane (Private Road). The property is located in the A-2, Rural Agricultural District.

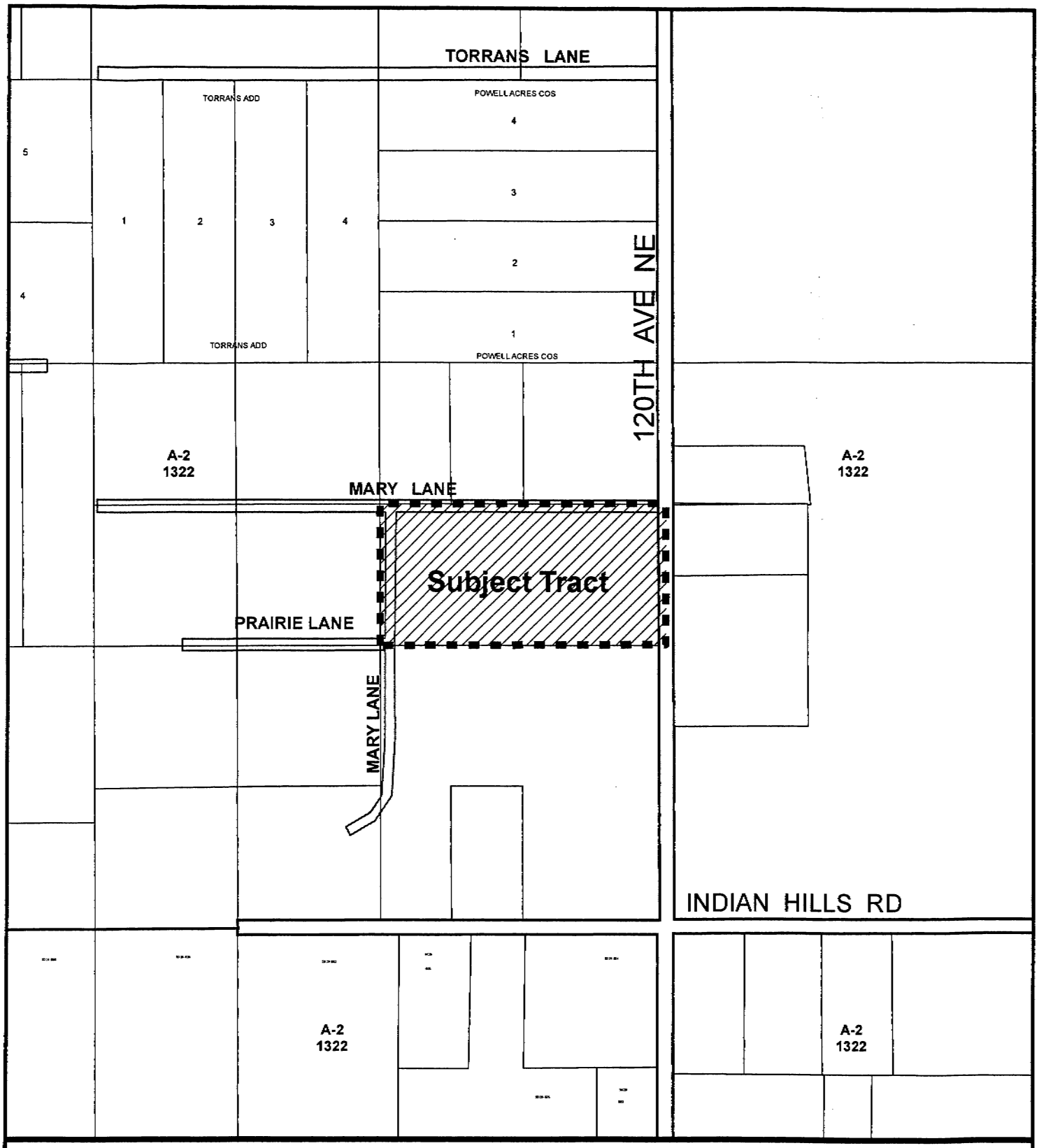
DISCUSSION: Tract A-1 consists of 10.001 acres and Tract A-2 consists of 10.006 acres. There are a total of two tracts encompassing 20.007 acres in this Certificate of Survey. This Certificate of Survey, if approved, will allow the construction of one single family home on each tract. There is an existing structure located on Tract A-1. Planning Commission is scheduled to consider the Certificate of Survey No. COS-1213-4, Nicksand Acres, at its meeting of December 13, 2012. Results will be submitted to City Council separately.

Private water and sanitary sewer systems will be installed for the tracts in accordance with the Oklahoma Department of Environmental Quality standards. Tract A-1 currently has a structure on the property with existing private sanitary sewer system and water well. Fire protection will be provided by the City of Norman pumper/tanker trucks.

Roadway, Drainage and Utility Easement No. E-1213-14 for 120th Avenue N.E. is included with the applicant's documentation.

Tract A-2 will access to the property from Mary Lane, a private road created in 1971. Tract A-1 has existing access to Mary Lane.

RECOMMENDATION: Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-1213-4 for Nicksand Acres and Easement No. E-1213-14.



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
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December 6, 2012

0 300 600 Ft.

Subject Tract

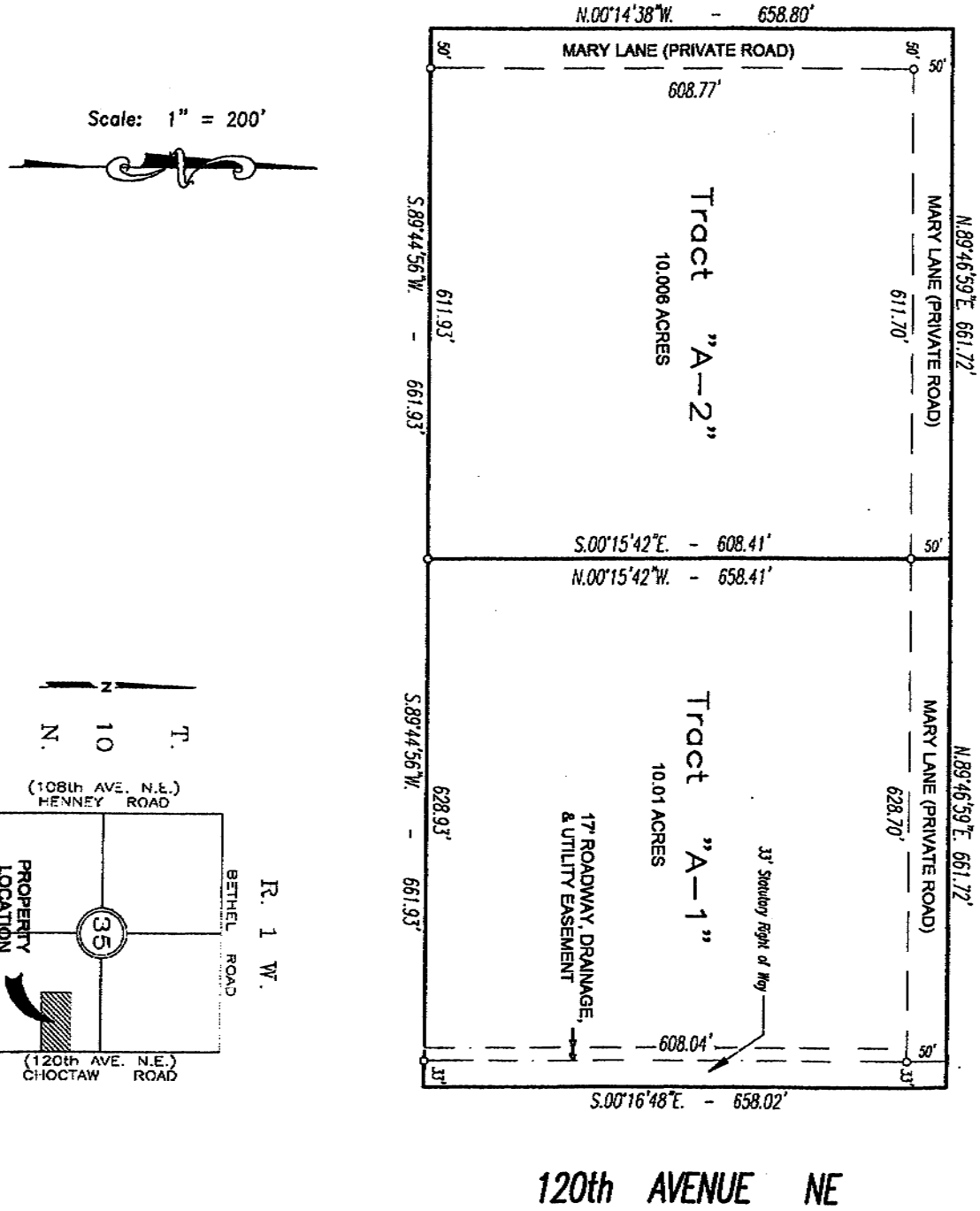
Zoning

Norman Rural Certificate of Survey Plat

NICKSAND ACRES

A part of the Southeast Quarter of Section 35, T. 10 N., R. 1 W., I.M.

Cleveland County, Oklahoma



CERTIFICATE OF SURVEY ITEM NO. 4

STAFF REPORT

ITEM: Consideration of Norman Rural Certificate of Survey No. COS-1213-4 for NICKSAND ACRES.

LOCATION: Generally located at the southwest corner of the intersection of 120th Avenue N.E. and Mary Lane (Private Road).

INFORMATION:

1. Owners. Johnny Mertens and Harold Nicholson
2. Developer. Johnny Mertens and Harold Nicholson
3. Surveyor. James S. Yager

HISTORY:

1. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2 , Rural Agricultural District.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing structure on Tract A-1 served by a septic system with lateral field. A proposed private system will be installed on Tract A-2.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. Tract A-1 is served by an existing water well. A proposed water well will be installed on Tract A-2.

4. Easements. The owner of Tract A-1 has submitted an easement for roadway, drainage and utilities to connect with 120th Avenue N.E.

5. Acreage. Tract A-1 is approximately 10.001 acres and Tract A-2 is approximately 10.006 acres.

6. Streets. One Hundred Twentieth Avenue N.E. is existing. Mary Lane is an existing private road.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-1213-4 for Nicksand Acres are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: These two tracts were created as a twenty acre tract in 1985. Tract A-2 is served by a private road, Mary Lane, that was created in 1971. This road will serve as access to this tract and has provided access to several tracts to the north and west. Tract A-1 has an existing structure on it. Staff recommends approval of COS-1213-4 for Nicksand Acres.

ACTION NEEDED: Approve or disapprove Certificate of Survey No. COS-1213-4 for Nicksand Acres.

ACTION TAKEN:_____

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: FP-1213-6

File ID:	FP-1213-6	**Type:**	Final Plat	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/17/2012
File Name:	Cottonwood Creek FP			**Final Action:**	

Title: CONSIDERATION OF APPROVAL OF A FINAL PLAT FOR COTTONWOOD CREEK ADDITION AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED ON THE EAST SIDE OF 24TH AVENUE N.W. APPROXIMATELY ONE-FOURTH MILE SOUTH OF INDIAN HILLS ROAD)

Notes: Motion to approve or reject the final plat for Cottonwood Creek Addition; and, if approved, accept the public dedications contained within the plat, authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and direct the filing of the final final plat.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 12

Attachments: Cottonwood Creek Location Map, Cottonwood Creek Final Plat, Cottonwood Creek Prelimiinary Plat, Cottonwood Creek Staff Report, 8-9-12 PC Minutes - Cottonwood Creek FP

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	08/09/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass
1	Planning Commission	08/09/2012					

Text of Legislative File FP-1213-6

body

BACKGROUND: This item is a final plat for Cottonwood Creek Addition, Residential Estates, and is generally located on the east side of 24th Avenue N.W. and approximately one-quarter mile south of Indian Hills Road.

City Council, at its meeting of January 24, 2012, adopted Ordinance No. O-1112-7 placing this property in the RE, Residential Estates District and removing it from A-2, Rural Agricultural district and approved the preliminary plat for Cottonwood Creek Addition, Residential Estates Planning Commission, at its meeting of August 9, 2012 approved the final plat for Cottonwood Creek Addition, Residential Estates.

DISCUSSION: This property consists of 32.6 acres and seven (7) lots. Lots 1 through 5 and Lot 7 contain a minimum of two (2) acres each, and Lot 6 contains 17.09 acres. This plat will allow one single family home on each lot.

Public improvements for this property consist of the following:

Streets. Interior street will be constructed in accordance with approved plans and City paving standards for Residential Estates. Twenty-fourth Avenue N.W. is classified as an all weather road. In accordance with Section 19-607 of the subdivision regulations if a residential estates development does not access the section line road with private driveways from the individual lots, the development is excluded from public improvements.

Public Dedications. All rights-of-way and easements are dedicated to the City with the final plat.

Limits of No Access. A note has been placed on the final plat that 24th Avenue N.W. will have no access from the individual lots that are backing up to it.

Private improvements for this property consist of the following:

Storm Sewers. Storm sewer and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. A detention facility will be employed. Storm water runoff will be conveyed to natural drainage outlets. Drainage easements are defined on the final plat. The surveyor preparing the final plat has provided the required open space for the Water Quality Protection Zone (WQPZ).

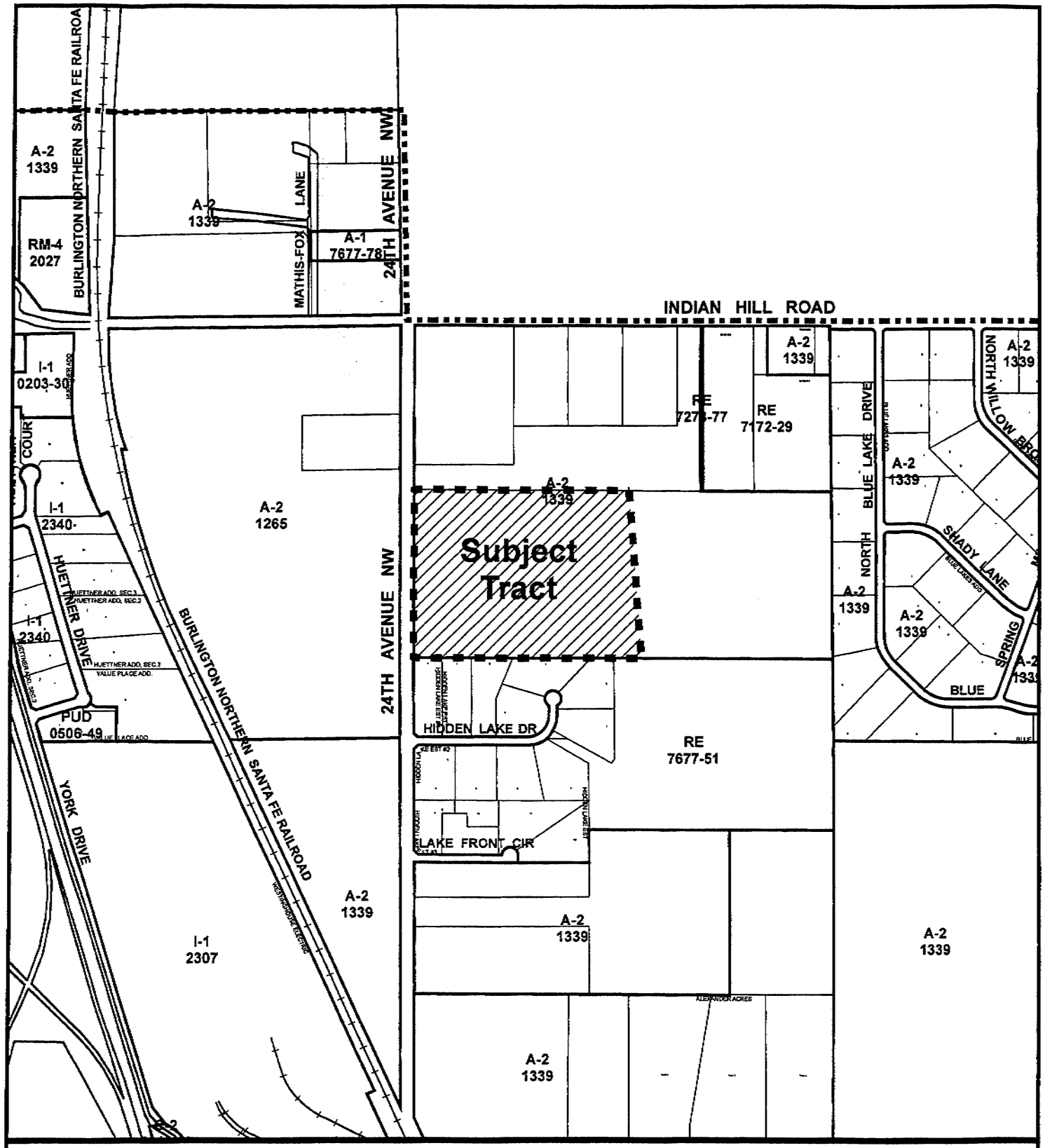
Sanitary Sewers. Individual sanitary sewer systems will be installed in accordance with the City and State Department of Environmental Quality standards.

Water Mains. Individual water wells will be installed in accordance with City and State Department of Environmental Quality standards.

Covenants. Covenants addressing the WQPZ have been submitted for staff's review and approval as to form.

Fire Protection. Fire protection will be provided by the Norman Fire Department with the use of tanker trucks. Public water is not available.

STAFF RECOMMENDATION: The final plat is consistent with the preliminary plat. Based upon the above information, Staff recommends approval of the final plat, acceptance of the public dedication contained therein and authorize the Mayor sign the final plat and required maintenance bond for Cottonwood Creek Addition, Residential Estates, subject to completion and the City Development Committee's acceptance of the public improvements and bond.



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

November 8, 2011

0 400 800 Ft.

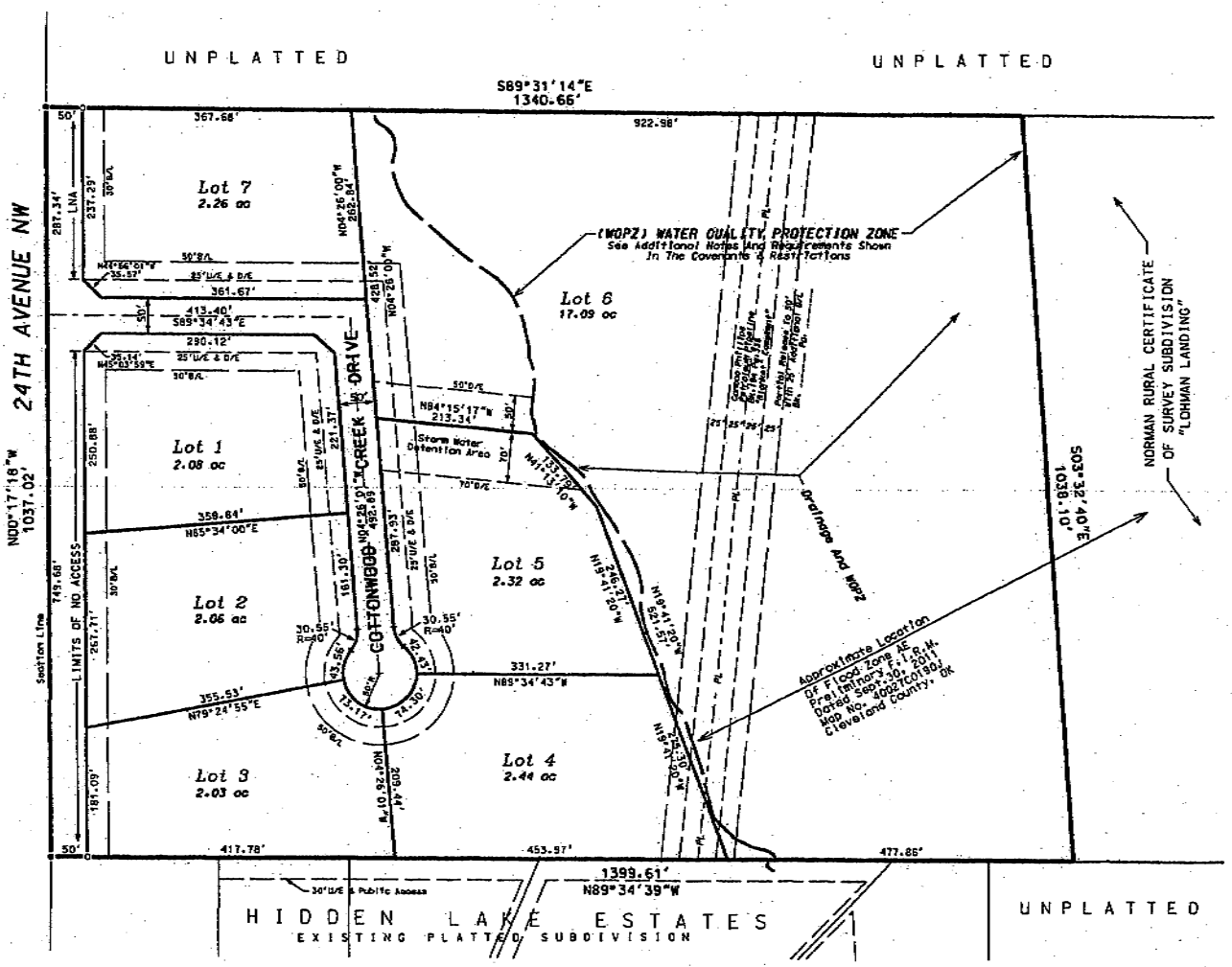
Subject Tract

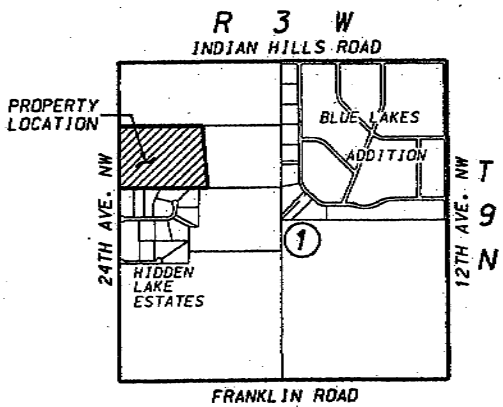
Zoning

FINAL PLAT

COTTONWOOD CREEK

A RESIDENTIAL ESTATE PLATTED SUBDIVISION
PART OF THE NW1/4 OF SECTION 1, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA





LOCATION MAP

NOTE: THIS IS A REDUCED VERSION OF THE FULL SCALE FINAL PLAT. ALL DETAILS AND NOTES SHOWN ON THE FULL SCALE VERSION ARE NOT SHOWN ON THIS DRAWING.

SCALE FEET
0 50 100 150

POLLARD & WHITED SURVEYING, INC.
2514 Tee Drive Norman, Oklahoma 73069
405-366-0001 office pwsurvey@sbcglobal.net
CA 2380 exp.6-30-13

Lohman Investments, LLC. John Lohman	
Cottonwood Creek	
Norman, Cleveland County, Oklahoma	
July 30, 2012	Drawn By: R.Whited
CottonwoodCreek.dgn	Sheet 1 of 1

PRELIMINARY PLAT

COTTONWOOD CREEK

A RESIDENTIAL ESTATE PLATTED SUBDIVISION
PART OF THE NW1/4 OF SECTION 1, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

PRELIMINARY LEGAL DESCRIPTION (RE Zoning)

Approximately the W1/2 of the land described on the Warranty Deed recorded in Bk.4514 Pg.624 filed on February 4, 2009, England Enterprises (grantor) to Lohman Investments, LLC (grantee)

A tract of land in the NW1/4 of Sec.1,T9N,R3W, I.M., Cleveland County, Oklahoma, said tract further described as BEGINNING at a point on the West line of said NW1/4, said point being 1053.20' S00°17'18"E of the NW Corner of said NW1/4, said POB also described as the NW Corner of the tract of land described on the Warranty Deed in Bk.4514 Pg.624; thence S89°31'14"E, on the North line of said Deed, for a distance of 1340.66 feet; thence S03°32'40"E for a distance of 1038.10 feet to the South line of said Deed; thence N89°34'39"W, on said South line, for a distance of 1399.61 feet to the West line of said NW1/4, also being the Northwest Corner of Hidden Lake Estates Section 4; thence N00°17'18"W, on the West line of said NW1/4, for a distance of 1037.02 feet to the POINT OF BEGINNING, containing 32.6 acres more or less and subject to easements, rights-of-way and other land use regulations.

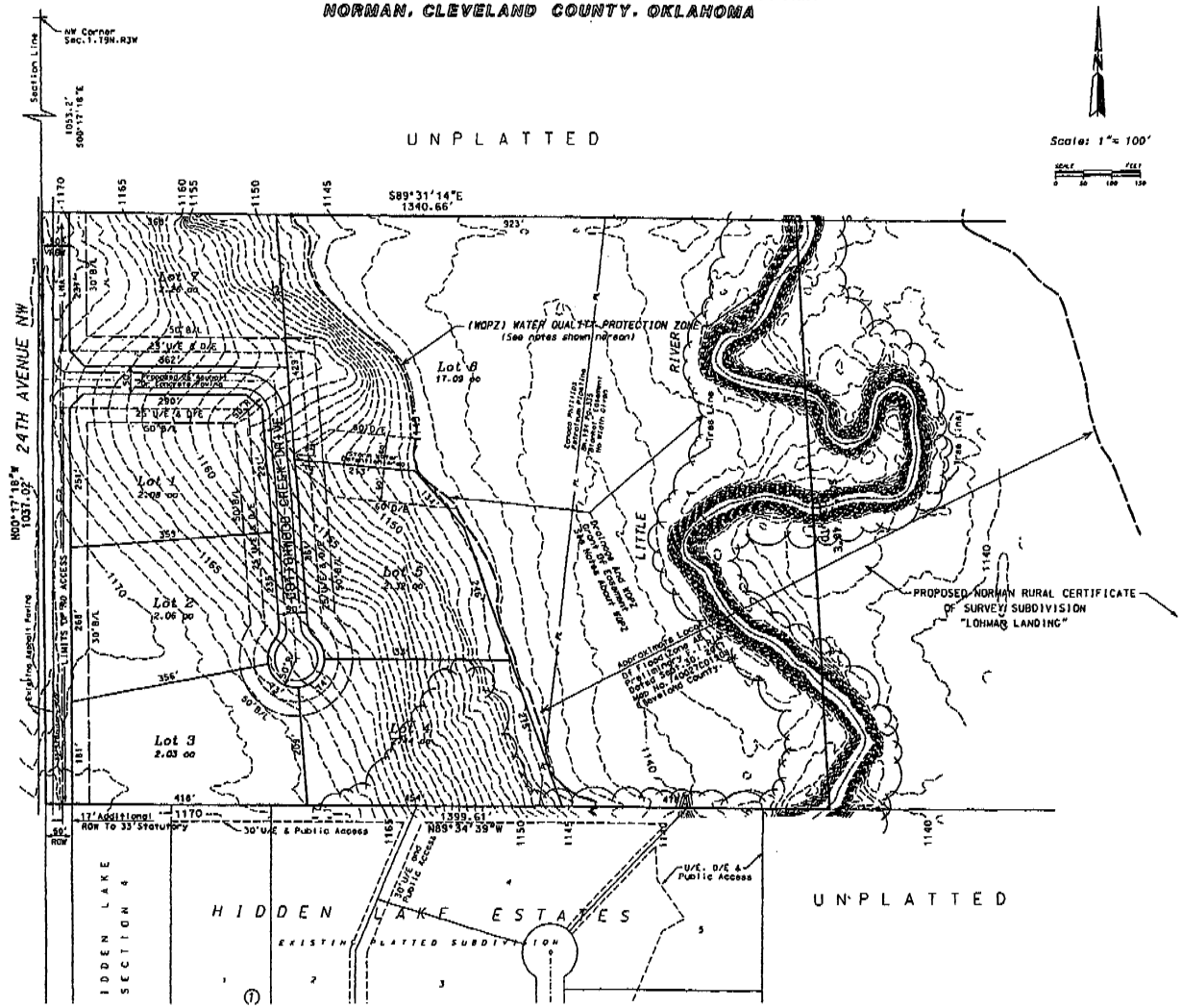
(WQPZ) WATER QUALITY PROTECTION ZONE

A Water Quality Protection Zone will be created by dedications on the Final Plat and in Covenants and Restrictions filed with the Final Plat.

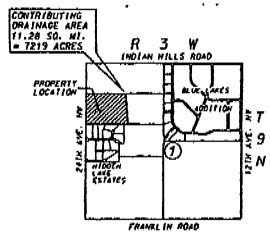
NOTE: There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the Director Of Public Works unless such disturbance is done in accordance with 19-514(E) of the Norman City Code.

NOTE: The WQPZ is subject to protective covenants that may be found in the land records and that restrict disturbance and use of these areas.

BEFORE YOU DIG CALL OKIE 1-800-522-6543
OR 1-405-840-5032
CALL BEFORE ANY EXCAVATION



Scale: 1"= 100'



LOCATION MAP
Scale: 1"= 2000'

OWNER/DEVELOPER
Lohman Investments, LLC
John Lohman
200 SE 19th Street
Moore, OK 73160

ENGINEER
Pollard Engineering
11000 Friendly Lane
Midwest City, OK 73130
405-769-6780

SURVEYOR
Pollard & Whited Surveying Inc.
2514 Tee Drive
Norman, Oklahoma 73069
405-366-0001
pwsurvey@sbcglobal.net

GENERAL NOTES
(1) 32.6 acres To Be Subdivided Into 7 Single Family Residential Lots.
(2) Contour Interval = One (1) foot From City G.I.S. Map.
(3) Site Triangles Are 25'.
(4) Paved Streets Are 26' Wide
(5) Cul-de-sac Radius Is 42'
(6) Paving Intersection Radii Are 30'.
(7) All Materials And Construction Shall Comply With The Current Standards Of The City of Norman And The ODEQ.
(8) All Residences Shall Be Served By Individual Private Sewer Systems And Individual Private Water Wells.

ZONING
Current: A-2, Rural Agricultural District
Proposed: RE, Residential Estate
(Proposed Zoning conforms with Norman 2025 Land Use And Transportation Plan)

LEGEND / ABBREVIATIONS
LNA = Limits Of No Access. No Vehicular Access Shall Be Permitted To 24th Ave.NW Except At The Main Entrance Road As Illustrated Hereon.
B/L = Building Lines. 50'Front, 25'Side, 30'Rear Or As Otherwise Specified By City.
U/E = Utility Easement
D/E = Drainage Easement
WQPZ = Water Quality Protection Zone

POLLARD & WHITED SURVEYING, INC.
2514 Tee Drive Norman, Oklahoma 73069
405-366-0001 office pwsurvey@sbcglobal.net

FINAL PLAT ITEM NO. 5

STAFF REPORT

ITEM: Consideration of a FINAL PLAT FOR COTTONWOOD CREEK, RESIDENTIAL ESTATES.

LOCATION: Generally located on the east side of 24th Avenue N.W. and approximately ¼ mile south of Indian Hills Road.

INFORMATION:

1. Owner. Lohman Investments, L.L.C.
2. Developer. Lohman Investments, L.L.C.
3. Surveyor. Pollard and Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the City limits.
2. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2 zoning classification.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in the A-2 rural agricultural zoning district.
4. December 8, 2011. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in RE, Residential Estates and removed from A-2, Rural Agricultural zoning classification.
5. December 8, 2011. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Cottonwood Creek Addition, Residential Estates, be approved.
6. January 24, 2012. City Council adopted Ordinance No. O-1112-17 placing this property in the RE, Residential Estates district and removing it from A-2, Rural Agricultural district.
7. January 24, 2012. City Council approved the preliminary plat for Cottonwood Creek Addition, Residential Estates.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire protection will be provided by the Norman Fire Department. Public water is not available.

2. Permanent Markers. Permanent markers will be installed prior to City acceptance of street improvements.

3. Sanitary Sewers. Individual sanitary sewer systems will be installed in accordance with City and State Department of Environmental Quality standards.

4. Sidewalks. Sidewalks are not required in RE zoned developments.

5. Storm Sewers. Storm sewer and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. A detention facility will be employed. Storm water runoff will be conveyed to natural drainage outlets. The surveyor preparing the final plat has provided the required open space for the Water Quality Protection Zone (WQPZ). That area will meet the requirements of adopted ordinance.

6. Streets. Interior street will be constructed in accordance with approved plans and City paving standards for Residential Estates. Twenty-fourth Avenue N.W. is classified as an all weather road. In accordance with Section 19-607 of the subdivision regulations if a residential estates development does not access the section line road with private driveways from the individual lots, the development is excluded from public improvements.

7. Water Mains. Individual water wells will be installed in accordance with City and State Department of Environmental Quality standards.

8. Covenants. Covenants addressing the WQPZ have been submitted for staff's review.

9. Limits of No Access. A note has been placed on the final plat that 24th Avenue N.W. will have no access from the individual lots that are backing up to it.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of the location map and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The development consists of seven (7) residential estates lots. Lot 1, Block 1, contains flood plan and WQPZ. There is sufficient land area outside of the flood plain and WQPZ to construct main structure and private sanitary sewer system. The final plat is consistent with the latest preliminary FEMA maps. Staff recommends approval of the final plat for Cottonwood Creek Addition, Residential Estates.

ACTION NEEDED: Approve or disapprove the final plat for Cottonwood Creek Addition, Residential Estates.

ACTION TAKEN:_____

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

AUGUST 9, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9th day of August 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Diana Hartley Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Cindy Gordon Tom Knotts

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst Terry Floyd, Development Coordinator

* * *

Item No. 2, being:
CONSENT DOCKET
Chairman Sherrer announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. The Consent Docket consisted of the following items:

Item No. 3, being:
APPROVAL OF THE JULY 12, 2012 REGULAR SESSION MINUTES

Item No. 4, being:
FP-1213-5 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY L&S DEVELOPMENT II, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR GLENRIDGE ADDITION, A PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD AND 1,318 FEET EAST OF 48TH AVENUE N.W.

Item No. 5, being:
FP-1213-6 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY LOHMAN INVESTMENTS, L.L.C. (POLLARD & WHITED SURVEYING, INC.) FOR COTTONWOOD CREEK ADDITION, FOR PROPERTY LOCATED ON THE EAST SIDE OF 24TH AVENUE N.W. APPROXIMATELY ¼ MILE SOUTH OF INDIAN HILLS ROAD.

Item No. 6, being:
PP-1213-2 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY HARVEST CHURCH (CARDINAL ENGINEERING, INC.) FOR HARVEST CHURCH ADDITION, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF 36TH AVENUE N.W. APPROXIMATELY 1,600 FEET NORTH OF THE INTERSECTION WITH WEST INDIAN HILLS ROAD.

*

Chairman Sherrer asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, he asked whether any member of the audience wished to remove any item. There being none, he asked for discussion by the Commission.

Chris Lewis moved to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote. Dave Boeck seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Jim Gasaway, Diana Hartley, Curtis McCarty, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Cindy Gordon, Tom Knotts

Ms. Tromble announced that the motion, to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote, passed by a vote of 7-0.

* * *

Item No. 5, being:
FP-1213-6 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY LOHMAN INVESTMENTS, L.L.C. (POLLARD & WHITED SURVEYING, INC.) FOR COTTONWOOD CREEK ADDITION, FOR PROPERTY LOCATED ON THE EAST SIDE OF 24TH AVENUE N.W. APPROXIMATELY ¼ MILE SOUTH OF INDIAN HILLS ROAD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Final Plat
3. Staff Report
4. Preliminary Plat

The Final Plat for COTTONWOOD CREEK ADDITION was approved on the Consent Docket by a vote of 7-0.

* * *

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: Consent 1213-4

File ID:	Consent 1213-4	**Type:**	Encroachment	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	12/12/2012
File Name:	Denise Johnson			**Final Action:**	

Title: CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 1213-4 FOR LOT 5, BLOCK 2, NORTHRIDGE CAMBRIDGE ADDITION, SECTION 8, CLEVELAND COUNTY, CITY OF NORMAN, OKLAHOMA. (4917 CYPRESS LAKE DRIVE)

Notes: ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. 1213-4; and, if approved, direct the filing thereof with the Cleveland County Clerk.

Agenda Date: 12/18/2012

Agenda Number: 13

Attachments: Text File Encroachment 1213-4, Application Packet, Consent to Encroach 1213-4, Planning Memo, Public Works Memo, Utilities Memo, Utility Company Responses

Project Manager: Leah Messner

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Consent 1213-4

Body

BACKGROUND:

An encroachment request has been filed in the office of the City Clerk by Joe Wishnuck requesting a Consent to Encroach into a City of Norman 10' utility easement at the above-described property.

DISCUSSION:

The property owner requests a Consent to Encroach for a storage building, pool pump, and heating equipment.

Staff has reviewed the application and the "hold harmless" clause. From a legal perspective, it protects the City's concerns with respect to damage to the property owner's property should the City or other authorized entity be required to perform work within its easements. It is also evidence of the property owner's understanding that the City of Norman, as well as other utility companies, have no liability for any such damage.

When a property owner applies for a Consent to Encroach, the City Clerk's Office forwards the request to public works, utilities, and planning departments for comment. When the Utilities Department initially received the subject consent to encroach, they objected to it as there is an 8" sanitary sewer line located in the easement. The plumbing that is attached to the pool house is directly over the sewer line and immediately adjacent to a

manhole. However, after an onsite meeting, the Utilities Department has agreed with the property owner that the pool equipment and plumbing will be relocated so that there is minimal encroachment into the easement. There will be a permanent gate installed to allow access to the manhole cover. The owner assumes all cost associated with removal and repairs associated with removal of any fence, curb, landscaping, paving, pool equipment, building or any other structure needed to facilitate maintenance and repair of utilities. Further, the property owner will not hold the City liable for any claims for damages caused by the City for repairs to the utilities within the easement.

STAFF RECOMMENDATION:
Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach for Council consideration.

office memorandum

DATE: November 8, 2012

TO: Jeff Bryant, City Attorney
Jane Hudson, Current Planning Manager
Ken Danner, Subdivision Manager
Ken Komiske, Director of Utilities

FROM: Brenda Hall, City Clerk

SUBJECT: Request for Consent to Encroachment No. 1213-4

An encroachment request was filed in my office today for permission to encroach on a utility easement in Lot 5, Block 2, Cambridge Addition, Section 8, a/k/a 4917 Cypress Lake Drive, for a storage building and pool pump and heating equipment. Mr. Ken Danner, Subdivision Manager, has approved the applicant's drawing and waived the need for a survey. I am forwarding the letter of request and site drawing. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item around December 25, 2012, and the information must be received in my office by December 10, 2012. If there is a problem in meeting that timeframe, please advise.

smr
attachments

Ken Danner

From: Joe Wishnuck [joe.wishnuck@chk.com]
Sent: Thursday, November 08, 2012 10:39 AM
To: Ken Danner
Cc: 'jlwishnuck@gmail.com'; Joe Wishnuck; 'Wishnuck, Dixie K.'
Subject: FW: Build/Pool/Consent to Encroach/4917 Cypress Lake Drive/Norman, OK 73072-Cambridge Addition Sec 8 Lt 5 BLK 2-Cambridge 8-(North 0degrees 14minutes 37 seconds)

Ms. Hall

I am petitioning, for Consent to Encroach, on the Utility Easement, on my property, at 4917 Cypress Lake Drive, Norman, OK 73072. Cambridge Addition Sec 8 Lot 5 Block 2 of Cambridge 8. The Encroachment is for the 8'X14' building and swimming pool pumps and heater(plumbing), of which both are in the utility easement as shown in the physical feature drawing, Northeast part of the lot, the building is South of the sewer manhole and the swimming pool equipment pad (2'X3'concrete pad)is West of the sewer manhole.

I am wanting to give you the full information, in regard to the storage building on my property at 4917 Cypress Lake Drive. The build is 8X14=112sq ft. it is 3' 4" from my house, it is 8' from the North fence line 3' from the East property line. That fence was moved 2' West by the builder to fit the house of my neighbor to what was left of the lot. Trying to get along, with my future neighbor, I let them move the fence which now we have 11'-4" between the two houses. I spoke with all three of my adjoining neighbors two years ago, before building the storage building and none of them had trouble with me building it. The building, is not sitting on a permanent slab, and it is not platted to the storage building, it is setting on cement blocks. And was built on skids. It can be moved if necessary, by tying it to a garden tractor or with pry bars and 3-4 men. If in the case, of the need, to move it, for maintenance of the sewer or manhole(personhole), with minimal notice, I could move it out of the way, for the crew, with no liability, to the City of Norman. As I said earlier, this could be done with pry bars, jacks, and rolling logs, in very little notice, at my expense, and liability. If you have any other concerns please email me or give me a call. No water service is tied to the building, the building has a separate breaker box, that is not energized at this time, and if the box is engaged, it would be disconnected, at my expense, in a timely manner, if needed by my electrician.

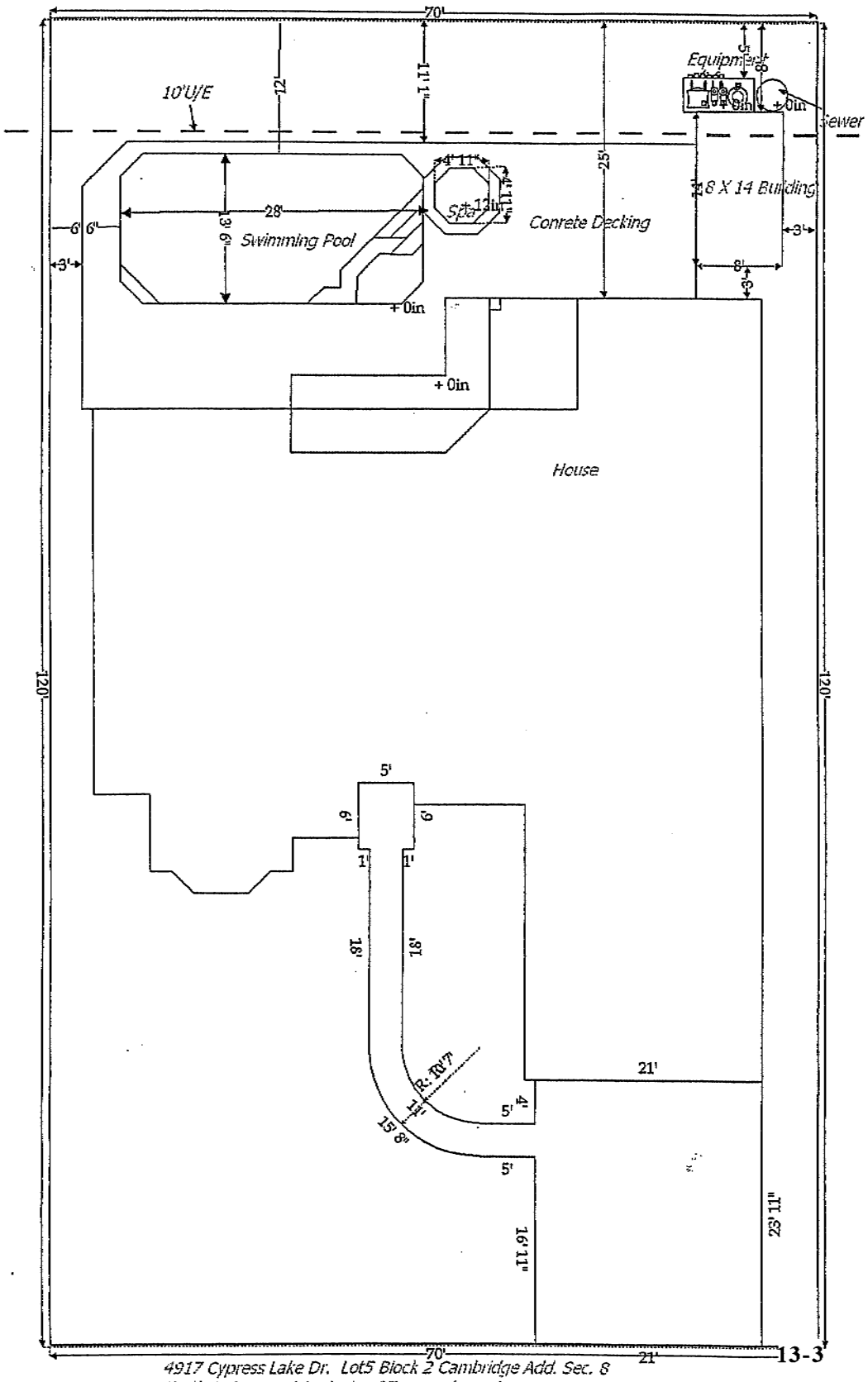
I appreciate, all of you, giving me your time and consideration, in this matter. I plan on coming into, the City of Norman office, tomorrow afternoon.

Thank you,

Joe Wishnuck
4917 Cypress Lake Drive
Norman, OK 73072
405-360-0653-H
405-642-1516-C

Thank you,
Joe Wishnuck
Corporate EHS Specialist
Chesapeake Energy Corporation
Office: (405) 935-2352

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11-8-12



4917 Cypress Lake Dr. Lot5 Block 2 Cambridge Add. Sec. 8

North 0 degrees 14 minutes 27 seconds west

CONSENT
Consent to Encroachment No. 1213-4

WHEREAS, the City of Norman, Cleveland County, is in possession of a utility easement on the land described as follows, to-wit:

Lot 5, Block 2, Cambridge Addition, Section 8, Cleveland County, Oklahoma a/k/a 4917 Cypress Lake Drive,

AND WHEREAS, the owner of the above-described property requests that a storage building, pool pump, and heating equipment be allowed to encroach upon the existing utility easement;

AND WHEREAS, the City has been requested to consent in writing for a storage building, pool pump, and heating equipment on the property to be installed at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said storage building, pool pump, and heating equipment on the property being within and upon the utility easement with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility easement caused by any excavation or other construction activities conducted on their behalf, i.e. removal of the pool equipment and pad currently located at the end of the pool house located in the easement to the existing deck adjacent to the pool.; and

2. The property owner will be responsible for the cost to remove and relocate any and all plumbing, to extend no further into the easement than the pool house, if needed, to facilitate maintenance or repair of the City's easement; and

3. The property owner will install a gate in the fence adjacent to the manhole to allow access from the adjacent property, as well as, provide a signed agreement by the adjacent property owner allowing the gate to permanently remain in that location; and

4. The property owner will be responsible for the cost to repair or replace any or all of that portion storage building, pool pump and heating equipment caused by excavation, piering, or other construction activities by the property owner or his agents in addition to any repair to the manhole needed as a result of the current building location; and

5. The property owner waives and releases any claims against the City for any damages to any or all of the portion of the pool building, pool pump and heating equipment caused by any excavation by the City for purposes of maintaining or replacing the City's or other utilities' facilities within the easement areas; and

6. By encroaching on said easement, the property owner releases Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and/or Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any portion of the encroaching storage building, pool pump and/or heating equipment; and

7. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owner.

The consent is limited to that portion of storage building, pool pump and/or heating equipment, as indicated in the application being located on the 10' utility easement and the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within the easement. Further, this Consent is given with the understanding that the property owner is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing easement as required at any time in the future.

The City, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City or any other entity so authorized, upon said utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easement.

IN WITNESS WHEREOF, the undersigned has executed this consent this ____ day of December, 2012.

THE CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

On this _____ day of December, 2012, before me personally appeared _____ and _____, to me to be known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public

OWNER:
Joe Wishnuck

By: Joe Wishnuck
Joe Wishnuck

On this 12th day of December, 2012, before me personally appeared Joe Wishnuck to me to be known to be the identical person(s) who executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Brenda D. Hall
Notary Public

My Commission Expires: 11-2-14

OFFICIAL SEAL
BRENDA D. HALL
Commission #02017428
Expires November 2, 2014

The City of Norman
Post Office Box 370
Norman, OK 73070

office memorandum

DATE: December 5, 2012

TO: Leah Messner, Assistant City Attorney

FROM: Jane Hudson, Principal Planner

SUBJECT: Consent to Encroach 1213-4
Lot 5, Block 2, Cambridge Place Addition, Section 8
4917 Cypress Lake Drive

A request has been submitted to encroach a 10' utility easement for subject property. Planning and Community Development Staff does not oppose the encroachment of pool equipment and storage building located 5' within the 10' utility easement. The request does not violate the side building setback or coverage requirements with the Zoning Ordinance. Public Works/Engineering Staff will obtain responses from the utility companies. The Utilities Department will respond regarding any City owned utilities within the easement.

Reviewed by: Susan Connors, AICP SAC
Director of Planning and Community Development

cc: Brenda Hall, City Clerk

office memorandum

DATE: December 5, 2012

TO: Leah Messner, Assistant City Attorney

FROM: Ken Danner, Subdivision Development Manager KD.

SUBJECT: Consent to Encroach
Lot 5, Block 2, Cambridge Addition, Section 8
4917 Cypress Lake Drive

Public Works/Engineering staff does not oppose the proposed swimming pool equipment and storage building encroaching approximately five feet into a ten foot (10') utility easement. We do yield to the Utilities Department regarding any possible sanitary sewer mains that might be located within the easement. The City and /or utility companies should be held harmless in the course of maintaining their facilities if located within the utility easement. Attached are responses from the utility companies.

If you have further questions, please feel free to contact me.

KD/pj

Reviewed by: Scott Sturtz, City Engineer SS
Reviewed by: Shawn O'Leary, Director of Public Works SO

cc: Brenda Hall, City Clerk
Ken Komiske, Director of Utilities

The City of
NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

UTILITIES ENGINEERING
Phone: 405-366-5443
Fax: 405-366-5447

office memorandum

Date: December 10, 2012

To: Brenda Hall, City Clerk

From: Jim Speck, Capital Projects Engineer JS

Re: Consent to Encroach 1213-4
Lot 5, Block 5, Cambridge Addition, Section 8 (4917 Cypress Lake Drive)

Lot 5, Block 5, Cambridge Addition, Section 8 (4917 Cypress Lake Drive) has a platted 10 foot Utility Easement (U/E) located along the northern boundary which is the rear of the lot. There is currently an 8 inch sanitary sewer located within the easement that is approximately 7 feet deep.

The owner has constructed a pool house that currently encroaches into the 10 U/E and is located within a few feet of the existing sewer line and with one side of the building resting on the edge of the sewer manhole. Also, the pool house has plumbing extending from the building on the wall located adjacent to the sewer line. The plumbing is located directly over the sewer line and next to the manhole. The building also has electrical service.

The Utilities Department objects to all encroachments on utility easements. Based on the location of the building and the fact the building has electrical and plumbing connections, it would be impossible to perform maintenance on the sewer without damaging the building and/or plumbing extending from the building. After an on-site meeting with the property owner, the Utilities Department has agreed to not contest the encroachment if the applicant agrees to certain requirements being filed of record on the consent document. A recommendation to approve is forwarded only when the applicant agrees to the following:

1. The Property owner agrees the pool equipment currently located on the pad at the end of the building will be relocated to the existing concrete deck adjacent to the pool and the concrete pad will be removed.
2. The property owner will relocate all the plumbing associated with the pool to extend no further into the easement than the building.
3. The property owner will install a gate in the fence adjacent to the manhole to allow access from the adjacent property, as well as, provide a signed agreement with the adjacent property owner for a gate to remain in that location, permanently.
4. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation, piering or other construction activities conducted by the property owner or his agents in addition to any repair to the manhole needed as a result of the current building location .
5. The property owner will be responsible for the cost the City incurs to remove any fence, curb, landscaping, paving, pool equipment, building, or any other structure if needed to facilitate maintenance or repair of the City's utilities.
6. The property owner will be responsible for the cost to repair or replace any fence, curb, landscaping, paving, pool, building, or any other structure after such repairs.
7. The property owner will waive and release any claims against the City for any damages to the building/s, pool, pool appurtenances, concrete deck, and related improvements caused by a failure or repair and maintenance of the City's utilities within the easement area.

The Utilities Department can approve the encroachment application if the above requirements are filed of record on the consent document. Please advise if you have any questions.

Cc: Jeff Bryant
Ken Danner
Ken Komiske
Mark Daniels
David Hager

PO Box 321
Oklahoma City, Oklahoma 73101-0321
405-553-3000
www.oge.com

OG&E

OG&E Electric Services
An OGE Energy Corp. Company

NOVEMBER 21, 2012

KEN DANNER, DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

RE: **Applicant: Joe Wishnuck**
Consent to encroach in 10' platted U/E
Lot 5, Block 2, Cambridge Addition Section 8
4917 Cypress Lake Drive
Request for Consent to encroach No. 1213-4

Mr. Danner;

Our records show OG&E Electric Services has an underground facilities in the platted utility easement located along the north side of the lot mentioned above. OG&E has rerouted the service line to the customer's meter, due to the installation of the swimming pool pumps and storage building. OG&E does not object to the encroachment as described by the applicant.

If you should have any other questions, I can be reached at 553-5174.

Sincerely,

Timothy J. Bailey

Timothy J. Bailey
Right-Of-Way Agent

OKLAHOMA NATURAL GAS

A DIVISION OF ONEOK

November 29th, 2012

Mr. Joe Wishnuck
4917 Cypress Lake Drive
Norman, OK 73072

Attn: Brenda Hall, City Clerk
Jeff Bryant, City Attorney
Doug Koscinski, Current Planning Manager
Ken Danner, Development Coordinator
Ken Komiske, Director of Utilities

Dear Mr. Wishnuck:

LETTER OF NO OBJECTION TO ENCROACH ON THE UTILITY EASEMENT.

THIS REQUEST IS TO ALLOW THE HOMEOWNER TO PLACE A PORTABLE BUILDING 8' X 14' AND A SWIMMING POOL PUMP/HEATER WITHIN THE UTILITY EASEMENT AT 4917 CYPRESS LAKE DRIVE, NORMAN, CLEVELAND COUNTY, OKLAHOMA 73072. CAMBRIDGE ADDITION SECTION 8, LOT 5, BLOCK 2.

Upon further review, Oklahoma Natural Gas Company does not object to the city of Norman issuing a permit for the purpose described above. We do have a (2") natural gas distribution main extending east and west within the above existing utility easement.

Because of the distribution lines and possible natural gas service lines, we request that the Okie One-Call System (840-5032 or 1-800-522-6543) be contacted a minimum of forty-eight (48) hours before any excavation. Should our facilities be damaged as a result of your installation, you and/or your contractor will be liable for any costs for repairs. These costs could include a cost calculation for gas loss should any occur. Also, Oklahoma Natural Gas Company will not be responsible for any costs for repairs to the portable building or pool pump/heater equipment should it be damaged in the course of operations or maintenance on our facilities.

Sincerely,

Jay Sullivan
Operations Manager

625 N. Berry Road • Norman, OK 73069-7541
(405) 366-2407 • Fax (405) 366-2440
www.ong.com

Drew Norlin

From: HAYES, TERRI L [tn0418@att.com]
Sent: Friday, November 16, 2012 8:17 AM
To: Drew Norlin
Cc: Ken Danner
Subject: RE: Lot 5, Block 2, Cambridge Addition Section 8--a/k/a 4917 Cypress Lake Drive--Consent to Encroach No. 1213-4

Drew,
I have no objections to this request. Just remind them to call Okie to get the proper locates.
Terri

From: Drew Norlin [mailto:Drew.Norlin@normanok.gov]
Sent: Friday, November 16, 2012 7:46 AM
To: 'baileytj@oge.com'; HAYES, TERRI L; Jim Speck; 'JODIE FINNEY (jodie.finney@cox.com)'; 'jsullivan@oneok.com'; 'Randy F. Harrell'; 'Thad Peterson'; 'JODIE FINNEY'
Cc: Ken Danner
Subject: Lot 5, Block 2, Cambridge Addition Section 8--a/k/a 4917 Cypress Lake Drive--Consent to Encroach No. 1213-4

To All

Please contact Ken Danner regarding this consent to encroach a 10' utility easement with a 2'x3' concrete pad for pool equipment and an 8'x14' shed per the attached drawing with your approval or disapproval as soon as possible. His email address is ken.danner@NormanOK.gov or call him at 366-5458. Please carbon copy me also.

Thanks
Drew Norlin, Assistant Development Coordinator
City of Norman Engineering /Public Works
(405) 366-5459 phone
(405) 366-5418 fax
Drew.norlin@ci.norman.ok.us

November 19, 2012

Joe Wishnuck
4917 Cypress Lake Drive
Norman, Oklahoma 73072

Attn: Joe Wishnuck

RE: Build/Pool/Consent to Encroach, on the Utility Easement, on my property, at 4917 Cypress Lake Drive, Norman, Oklahoma 73072.

To Whom It May Concern:

Cox Communications, has no objection to the City of Norman, granting a revocable permit to erect, construct, and maintain a new out building, pool, consent to encroach, on the utility easement, on my property, at 4917 Cypress Lake Drive, Norman, Oklahoma 73072, to be installed in, on, over, under, or on a portion of the public right of way or utility easements.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any question or concerns, please feel free to contact our office at (405) 600-6336 or email
CCIOKC-OklahomaDesign@cox.com

Sincerely,

Jodie Finney

Jodie Finney
Construction Service Support Specialist II
Network Services

Drew Norlin

From: Thad Peterson [TPeterson@okcoop.org]
Sent: Friday, November 16, 2012 2:10 PM
To: Ken Danner
Cc: Drew Norlin
Subject: FW: Lot 5, Block 2, Cambridge Addition Section 8--a/k/a 4917 Cypress Lake Drive--Consent to Encroach No. 1213-4
Attachments: PLAT_Cambridge No. 8 Add.jpg; 1230_001.pdf

OEC has no objection to the attached easement encroachment.

Thanks,
Thad

From: Drew Norlin [mailto:Drew.Norlin@NormanOK.gov]
Sent: Friday, November 16, 2012 7:46 AM
To: 'baileytj@oge.com'; 'HAYES, TERRI L (tn0418@att.com)'; Jim Speck; 'JODIE FINNEY (jodie.finney@cox.com)'; 'jsullivan@oneok.com'; 'Randy F. Harrell'; Thad Peterson; 'JODIE FINNEY'
Cc: Ken Danner
Subject: Lot 5, Block 2, Cambridge Addition Section 8--a/k/a 4917 Cypress Lake Drive--Consent to Encroach No. 1213-4

To All

Please contact Ken Danner regarding this consent to encroach a 10' utility easement with a 2'x3' concrete pad for pool equipment and an 8'x14' shed per the attached drawing with your approval or disapproval as soon as possible. His email address is ken.danner@NormanOK.gov or call him at 366-5458. Please carbon copy me also.

Thanks
Drew Norlin, Assistant Development Coordinator
City of Norman Engineering /Public Works
(405) 366-5459 phone
(405) 366-5418 fax
Drew.norlin@ci.norman.ok.us

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: SC-1213-4

File ID:	SC-1213-4	**Type:**	Special Claim	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$5,151.03	**File Created:**	11/30/2012
File Name:	Claim of David White			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1213-4: A CLAIM IN THE AMOUNT OF $5,151.03 SUBMITTED BY DAVID WHITE FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH A POLICE VEHICLE NEAR THE INTERSECTION OF CLASSEN BOULEVARD AND CHICKASHA STREET.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-4; and, if approved, direct payment in the amount of $5,151.03 contingent upon obtaining a Release and Covenant Not to Sue from David White.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 14

Attachments: Clerk Memo White Claim, Special Claim White, Traffic Collision Report White

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File SC-1213-4

Body

BACKGROUND: A claim has been filed by David White for damage to his vehicle in the total amount of $5,151.03 due to an accident that occurred on October 23, 2012, when a City of Norman police vehicle made a u-turn in response to a call from Dispatch and struck Mr. White's vehicle near the intersection of Classen Boulevard and Chickasha Street.

DISCUSSION: According to Mr. White and the official police report and investigation, the police vehicle, driven by Officer Adam Crane, was southbound on Classen in the inside lane. Mr. White's vehicle was also southbound on Classen, directly behind Officer Crane's vehicle. As Officer Crane began to initiate the u-turn, he pulled directly into the path of Mr. White's vehicle. No emergency equipment was activated on the police vehicle prior to the collision. As mentioned previously, the Police Department investigation confirmed that the officer's actions were, in fact, the cause of the accident.

Mr. White's vehicle was not drivable following the collision and he was, therefore, only able to get one estimate of the damage. That estimate was in the amount of $4,872.80. However, when Mr. White picked his vehicle up

following the repair, he was advised that additional damage was discovered during the repair process and he has, subsequently, provided additional documentation and amended his claim to $5,151.03.

Mr. White's claim has been investigated and has reached a point of resolution. As indicated above, there appears to be possible negligence on the part of the City in this matter and, consequently, potential liability on the City. The damage claimed by Mr. White in the amount of $5,151.03 appears to be reasonable. The proposed settlement was discussed by Council in Executive Session on December 11, 2012.

RECOMMENDATION: Based upon the above and Council's input from the Executive Session, it is recommended by the City Attorney's Office that the payment of Mr. White's claim in the amount of $5,151.03, as above set forth, be approved by City Council. The settlement proceeds will be paid from the Special Claims Account No. 043-2251-415.47-18.

Special Claim No. SC-1213-4

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: David White DATE: 11-7-2012

ADDRESS: 431 156th Ave NE CITY Norman Okla. 73026

STATE: OKLA. ZIP: 73026 PHONE: (H) 366 8684 (W)

DATE OF INCIDENT: 10-23-12

LOCATION OF INCIDENT: Brooks + Porter (Classen) St.

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

"White" + "officer Crane" were both southbound on Classen. "White" was behind "officer Crane" when he began to make a U turn to assist in a traffic mishap and in doing so pulled directly in path of "white". No emergency equipment had been activated by "officer Crane" At the time of impact "White" was driving at approximate 20 mph.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

Car Repairs	$ 4,872.80		$
	$		$
	$		$

TOTAL AMOUNT CLAIMED: $

NAME AND ADDRESS OF INSURANCE COMPANY: Progressive

AGENT:

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

David L. White
CLAIMANT'S SIGNATURE

"Could Not obtain 3 estimates as car was not drivable."

FILED IN THE OFFICE OF THE CITY CLERK ON 11-7-12

office memorandum

DATE: November 7, 2012

TO: Jeff Bryant, City Attorney
Keith Humphrey, Police Chief

FROM: Brenda Hall, City Clerk BH by LEU

SUBJECT: Claim from David White

I am in receipt of a claim from David White in the amount of $4,872.80 for damages to his vehicle due to his claim that on October 23, 2012, he was southbound in the inside lane behind Officer Adam Crane on Classen Boulevard when a Officer Crane made a u-turn in front of him striking his vehicle in the process. According to the police report Officer Adam Crane moved into the outside lane to make the u-turn and, in that process, pulled back into the inside lane striking Mr. White's vehicle. Mr. White's vehicle is currently being repaired, but since the vehicle was not drivable, he was unable to obtain three estimates.

Keith, I would appreciate your checking with your staff regarding verification of the problem. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, if it is determined the City has liability in this matter, please signify by writing a report of your recommendations in order that we may schedule this claim as an agenda item.

BH:smr
attachments

DO NOT WRITE IN THIS SPACE

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Y	N		Y	N
Incident Report		X			
Investigation Completed	X		Revised		X
Investigation Made at Scene	X		Fatality		X
Photographs	X		Hit and Run		X

(1) Reporting Agency: NORMAN POLICE DEPARTMENT
Case Number (Agency Use): 2012-14704
Motor Vehicles Involved: 02 | Number Injured: 00 | Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 10232012 | Time: 0850 | County Number and Name: 14 CLEVELAND | Nearest City or Town Number and Name: In [X] Near [ ] 20 NORMAN

(3) Distance from Nearest City or Town Limits: Mi [ ] Ft [ ] N [ ] S [ ] | Mi [ ] Ft [ ] E [ ] W [ ] | Control # | Int ID | Location | East Grid | North Grid | Administrative

(4) Street, Road or Highway: CLASSEN BOULEVARD | At [ ] | Distance from: 0128 Mi [ ] Ft [X] N [X] S [ ] E [ ] W [ ] of | (Nearest) Intersecting Street, Road or Highway: CHICKASHA STREET

(5) Unit: 01 | Occupants: 01 | Type: D | Hit & Run [ ] | CMV [ ] | Last Name: WHITE | First: DAVID | Middle: LEROY | Suffix | Date of Birth (mm/dd/yyyy) | Sex: M

(6) Address: 431 156TH AVENUE NE | City: NORMAN | State: OK | Zip: 73026 | Telephone (Use Area Code)

(7) Driver License Number | State: OK | Class: D | Endorsement(s) | Restriction(s) | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04

(8) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by | To Medical Facility | License Plate Number | State: OK | Month: 05 | Year: 2013

(9) VIN | Vehicle Year: 2008 | Color: BLK | 2nd Color: 0 | Make: NISS | Model: ALTI | Veh. Conf. | Extent of Damage: 4

(10) Insurance Verification: 2 | Insurance Company Name: PROGRESSIVE DIRECT INSURANCE | Policy Number: 18457724-7 | Insurance Telephone (Use Area Code): 8007764737

(11) Vehicle Removed by: QUICK WRECKER | Driver [ ] | Same as Driver [X] | Owner's Last Name | First | Middle | Suffix

(12) Owner's Address | City | State | Zip | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] Burned [ ] | Phone present [X] Phone in use [ ]

(13) Citation Number | Statute/Ordinance Number | Citation Number | Statute/Ordinance Number

(14) Unit: 02 | Occupants: 01 | Type: D | Hit & Run [ ] | CMV [ ] | Last Name: CRANE | First: ADAM | Middle: COLLIN | Suffix | Date of Birth (mm/dd/yyyy): 01161981 | Sex: M

(15) Address: 201 B WEST GRAY | City: NORMAN | State: OK | Zip: 73069 | Telephone (Use Area Code): 4053211600

(16) Driver License Number | State: OK | Class: D | Endorsement(s) | Restriction(s) | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04

(17) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by | To Medical Facility | License Plate Number: CI 10917 | State: OK | Month: 12 | Year: 2013

(18) VIN | Vehicle Year: 2002 | Color: BLK | 2nd Color: WHT | Make: FORD | Model: CROW | Veh. Conf. | Extent of Damage: 2

(19) Insurance Verification: 4 | Insurance Company Name | Policy Number | Insurance Telephone (Use Area Code)

(20) Vehicle Removed by: CITY OF NORMAN WRECKER | Driver [ ] | Same as Driver [ ] | Owner's Last Name: CITY OF NORMAN | First | Middle | Suffix

(21) Owner's Address: 201 B WEST GRAY | City: NORMAN | State: OK | Zip: 73069 | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] Burned [ ] | Phone present [X] Phone in use [ ]

(22) Citation Number | Statute/Ordinance Number | Citation Number | Statute/Ordinance Number

(23) Investigating Officer: LT. RIDDLES | Badge Number: 9465 | Trp/Div. Assigned | Trp/Div. Location | Reviewer (init.) | Reviewer Badge Number | Date of Report (mm/dd/yyyy): 10232012

Unit Type: D Driver, P Pedestrian, X Pedestrian Conveyance, B Bicyclist, Z Other Cyclist, C Parked Car, A Animal, T Train

Injury Severity: 0 N/A, 1 No Injury, 2 Possible, 3 Non-incapacitating, 4 Incapacitating, 5 Fatal, 9 Unknown

Type of Injury: 0 N/A, 1 Head, 2 Trunk - External, 3 Trunk - Internal, 4 Arms, 5 Legs, 8 Unknown

Driver/Pedestrian Condition: 00 Not Applicable, 01 Apparently Normal, 02 Drinking - Ability Impaired, 03 Odor of Alcohol Beverage, 04 Illegal Drugs, 05 Under the Influence of Medications, 06 Very Tired, 07 Sleepy, 08 Ill (Sick), 09 Dizzy/Faint, 10 Emotional, 11 Other, 99 Unknown

Occupant Protection (OP) In Use: 00 Not Applicable, 01 None Used, 02 Lap Belt Only, 03 Shoulder Belt Only, 04 Shoulder and Lap Belt, 05 Child Restraint Type Unknown, 06 Restraint Used - Type Unknown, 07 Helmet, 08 Child Restraint - Forward Facing, 09 Child Restraint - Rear Facing, 10 Booster Seat, 11 Other, 99 Unknown

Air Bag Deployed: 0 Not Applicable, 1 Not Deployed, 2 Deployed - Front, 3 Deployed - Side, 4 Deployed - Other (tube, air belt, etc.), 5 Deployed - Combination, 8 Deployment Unknown

Ejected: 0 Not Applicable, 1 Not Ejected, 2 Ejected, Partially, 3 Ejected, Totally, 9 Unknown

Extricated: 0 N/A, 1 No, 2 Yes

Chemical Test: 0 N/A, 1 Blood, 2 Breath, 3 Blood/Breath, 4 Test Refused, 5 None Given, 6 Other

Extent of Damage: 0 N/A, 1 None, 2 Minor, 3 Functional, 4 Disabling, 9 Unknown

Insurance Verification: 0 N/A, 1 No, 2 Owner, 3 Operator, 4 Exempt

Oversized Load: 0 N/A, N Not Permitted, P Permitted

Towed Vehicle Type: 00 N/A, 01 Boat Trailer, 02 House Trailer, 03 Farm Trailer, 04 Horse Trailer, 05 Another Vehicle, 06 Utility Trailer, 07 Homemade Trailer, 08 Box Trailer, 09 Stock Trailer, 10 Camping Trailer, 11 Combination, 12 Other, 99 Unknown

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

DPS: 0192-01 REV 0107

14709 - 2012

E1206

Case Number 2012-14704

(24) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB(mm/dd/yyyy) | Sex

(25) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(26) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

(27) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB (mm/dd/yyyy) | Sex

(28) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(29) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

(30) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB (mm/dd/yyyy) | Sex

(31) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(32) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

(33) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB(mm/dd/yyyy) | Sex

(34) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(35) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit | Carrier Name | Address

(37) City | State | Zip | GVWR | GCWR | 0 - 10K lbs. | 10,001 - 26K lbs. | 26K+ lbs. | Axle Qty. | Cargo Body | Vehicle Use: Interstate Commerce | Intrastate Commerce | Other Non-Commercial | Government

(38) U.S. DOT Number | NASI Report Number: OK | Placard Number | Haz. Mat. Class | Haz. Mat. Involved: Yes / No | Haz. Mat. Release: Yes / No

(39) Unit | Carrier Name | Address

(40) City | State | Zip | GVWR | GCWR | 0 - 10K lbs. | 10,001 - 26K lbs. | 26K+ lbs. | Axle Qty. | Cargo Body | Vehicle Use: Interstate Commerce | Intrastate Commerce | Other Non-Commercial | Government

(41) U.S. DOT Number | NASI Report Number: OK | Placard Number | Haz. Mat. Class | Haz. Mat. Involved: Yes / No | Haz. Mat. Release: Yes / No

Position in Vehicle

00. Not Applicable
18. Front Row - Other
28. Second Row - Other
38. Thrid Row - Other
48. Fourth Row - Other
50. Sleeper Section of Truck Cab

See manual for additional seating examples

Vehicle Configuration

00. N/A
01. Passenger Veh.-2 Dr
02. Passenger Veh.-4 Dr
03. Passenger Veh. Conv.
04. Pickup
05. Single Unit Truck, 2 axles
06. Single Unit Truck, 3+ axles
07. School Bus
08. Truck/Trailer
09. Truck-Tractor (Bobtail)
10. Truck-Tractor/ Semi-Trailer
11. Truck-Tractor/ Double
12. Truck-Tractor/ Triple
13. Bus/Large Van 9-15 occupants including driver
14. Bus 16+ occupants including driver
15. Motorcycle
16. Motor Scooter/ Moped
17. Motor Home
18. Farm Machinery
19. ATV
20. SUV
21. Passenger Van
22. Truck more than 10,000 lbs., Cannot Classify
23. Van 10,000 lbs. or Less
24. Other
99. Unknown

Cargo Body Type

00. N/A
01. Bus 9-15 seats
02. Bus 16+ seats
03. Van / Enclosed Box / Stock Trailer
04. Cargo Tank
05. Flatbed
06. Intermodal
07. Dump Truck/ Trailer
08. Concrete Mixer
09. Auto Transporter
10. Garbage/Refuse
11. Hopper (grain/ chips/gravel)
12. Pole Trailer
13. Log Trailer
14. Vehicle Towing Vehicle
15. Other
99. Unknown

DPS: 0192-02 REV 0107

Case Number 2012-14704

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Unit	Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only: Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking
This unit will correspond to 'Unit 1'	01	04	35				
This unit will correspond to 'Unit 2'	02	04	35				

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes ☐ No ☒

Type of Work Zone
1 Lane Closure
2 Lane Shift/Crossover
3 Work on Shoulder or Median
4 Intermittent or Moving Work
9 Unknown

Location of the Work Zone Collision
1 Before the First Work Zone Warning Sign
2 Advance Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
9 Unknown

Workers Present Yes ☐ No ☒ Unknown ☐

Light 1
1 Daylight
2 Dark-Not Lighted
3 Dark-Lighted
4 Dawn
5 Dusk
6 Dark-Unknown Lighting
7 Other
9 Unknown

Weather 03
01 Clear
02 Fog/Smog/Smoke
03 Cloudy
04 Rain
05 Snow
06 Sleet/Hail (Freezing Rain/Drizzle)
07 Severe Crosswind
08 Blowing Snow
09 Blowing Sand, Soil, Dirt
10 Other
99 Unknown

Locality 1
1 Residential
2 Business
3 Industrial
4 School
5 Not Built-up
6 Mixed Use
7 Other
9 Unknown

Type of Intersection 0
0 Not an Intersection
2 Y-Intersection
3 T-Intersection
4 Four-Way Intersection
5 Five-Point or More
6 Intersection as Part of Interchange
7 Traffic Circle
8 Roundabout
9 Unknown

Incident Type 00
00 Not an Incident
51 Private Property
52 Deliberate Intent
53 Medical Condition
54 Legal Intervention
55 Suicide
57 Drowning
58 Other

Location of First Harmful Event 01
01 On Roadway
02 Shoulder
03 Median
04 Roadside
05 Gore
06 Separator
07 Parking Lane/Zone
08 Off Roadway, Location Unknown
09 Outside Right-of Way
10 Other
99 Unknown

What Vehicle Was Going to Do Unit 1: 01 Unit 2: 04
00 Not Applicable
01 Go Ahead
02 Turn Left
03 Turn Right
04 Make "U" Turn
05 Stop
06 Slow for Cause
07 Start from Park/Stop
08 Change Lanes
09 Overtake
10 Pass
11 Back
12 Remain Stopped
13 Remain Parked
14 Enter/Merge in Traffic
15 Negotiate a Curve
16 Park
17 Other
99 Unknown

What Vehicle Did Unit 1: 01 Unit 2: 04
00 Not Applicable
01 Went Ahead
02 Turned Left
03 Turned Right
04 Entered "U" Turn
05 Stopped
06 Slowed
07 Started From Park/Stop
08 Entered Other Lane
09 Overtaking
10 Passing
11 Backed
12 Remained Stopped
13 Remained Parked
14 Entered/Merged
15 Departed Rdwy-Right
16 Departed Rdwy-Left
17 Swerved Right
18 Swerved Left
19 Parked
20 Other
99 Unknown

Visibility Obscured by Unit 1: 00 Unit 2: 00
00 Not Applicable
01 Trees
02 Embankment
03 Building
04 Signs
05 Parked Vehicles
06 High Weeds
07 Fences
08 Shrubbery
09 Ice, Snow or Frost on Windows
10 Smoke
11 Fog
12 Dust
13 Rain
14 Sun
15 Other
99 Unknown

Driver Distracted by Unit 1: 0 Unit 2: 0
0 Not Applicable/None
1 Electronic Communication Devices
2 Other Electronic Device
3 Other Inside Vehicle
4 Other Outside Vehicle
9 Unknown

Underride/ Override Unit 1: ☐ Unit 2: ☐
0 Not Applicable
1 No Underride or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle in Transport
6 Override, Other Motor Vehicle
9 Unknown

Traffic Control Unit 1: 00 Unit 2: 00
00 No Control
01 Stop Sign
02 Traffic Signal
03 Flashing Traffic Signal
04 School Zone Signs
05 Yield Sign
06 Warning Sign
07 Railroad Advance Warning Sign
08 Railroad Cross Bucks
09 Railroad Gates
10 Railroad Signal
11 No Passing Zone
12 Person (including flagger, law enforcement, crossing guard, etc.)
13 Abnormal Control
14 Other
99 Unknown

Road Surface Conditions Unit 1: 01 Unit 2: 01
01 Dry
02 Wet
03 Ice/Frost
04 Snow
05 Mud, Dirt, Gravel
06 Slush
07 Water (standing, moving)
08 Sand
09 Oil
10 Other
99 Unknown

Road Character

Grade Unit 1: 1 Unit 2: 1
1 Level
2 Hillcrest
3 Uphill
4 Downhill
5 Sag (bottom)

Road Alignment Unit 1: 1 Unit 2: 1
1 Straight
2 Curve - Left
3 Curve - Right

Road Surface Type Unit 1: 2 Unit 2: 2
1 Concrete
2 Asphalt
3 Gravel
4 Dirt
5 Brick
6 Other
9 Unknown

Trafficway Unit 1: 2 Unit 2: 2
0 Not Applicable
1 One Way
2 Two-Way - Not Divided
3 Two-Way - Divided
4 Two-Way - Divided - Positive Median Barrier
5 Turn Lane
6 Ramp / Loop
7 Driveway
8 Alley / Parking Lot
9 Unknown

Vehicle Removal Unit 1: 1 Unit 2: 1
0 Not Applicable
1 Towed Due to Vehicle Damage
2 Towed For Reasons Other Than Damage
3 Remained at Scene
4 Driven from Scene
9 Unknown

Vehicle Condition Unit 1: 01 Unit 2: 01
00 Not Applicable
01 Apparently Normal
02 Brakes
03 Headlights
04 Steering
05 Tail Lights
06 Brake Lights
07 Tires/Wheels
08 Suspension
09 Signal lights
10 Windows
11 Truck Coupling/Trailer Hitch/Safety Chains
12 Mirrors 15 Other
13 Wipers 99 Unknown
14 Power Train

Special Function of Vehicle Unit 1: 00 Unit 2: 08
00 Not Applicable
01 School Bus
02 Transit Bus
03 Intercity Bus
04 Charter Bus
05 Other Bus
06 Military
07 OHP
08 Other Police
09 Other Law Enforcement
10 Ambulance
11 Fire Truck
12 Public Owned Vehicle
13 Highway Equipment
14 Special Mobilized Machine
15 Other 99 Unknown

Emergency Vehicle Responding to an Emergency Unit 1: 0 Unit 2: 2
0 N/A 2 No
1 Yes 9 Unknown

Unsafe / Unlawful Contributing Factors Unit 1: 98 Unit 2: 34

FAILED TO YIELD
01 From Stop Sign
02 From Yield Sign
03 Private Drive
04 County Road at Through Highway
05 From Signal Light
06 From Alley
07 To Pedestrian
08 To Vehicle on Right
09 To Vehicle in Intersection
10 To Emergency Vehicles
12 Other

FOLLOWED TOO CLOSELY
13 Human Element
14 Traffic Condition
15 Weather Condition

UNSAFE SPEED
16 Driver's Ability (Aged)
17 Inexperienced Driver - Young
18 Exceeding Legal Limit
19 For Traffic Conditions
20 For Type of Roadway (Gravel, Dirt, etc.)
21 For Ice or Snow on Roadway
22 Rain or Wet Roadway
23 Wind
24 Other Weather Conditions
25 Vehicle Condition
26 View Obstruction
27 On Curve/Turn
28 Impeding Traffic
29 Other

IMPROPER TURN
30 From Wrong Lane
31 From Direct Course
32 Right
33 Left
34 Turn About/U-Turn
35 To Enter Private Drive
36 In Front of Oncoming Traffic
37 Other
38 CHANGED LANES UNSAFELY
39 STOPPED IN TRAFFIC LANE

FAILED TO STOP
40 For Stop Sign
41 For Traffic Signal
42 For School Bus
43 For Railroad Gates/ Signal
44 For Officer/Flagman
45 At Sidewalk/Stopline
46 Other

UNSAFE VEHICLE
47 Brakes
48 Steering
49 Tires
50 Suspension
51 Headlights
52 Tail Lights
53 Stop Lights
54 Wheel
55 Exhaust System
56 Windshield Wipers
57 Other Mechanical Defects

LEFT OF CENTER
58 In Meeting
59 No Passing Zone (Unmarked)
60 Marked Zone
61 Other

IMPROPER OVERTAKING
62 In Marked Zone
63 On Hill/Curve
64 At Intersection
65 Without Sufficient Clearance
66 Other

IMPROPER PARKING
67 On Roadway
68 Where Prohibited
69 Other

INATTENTION
70 Distracted by Passenger in Vehicle
71 Other Distraction Inside Vehicle
72 Distraction From Outside Vehicle
73 Other

WRONG WAY
74 On One Way
75 On Exit Ramp
76 On Entrance Ramp
77 Other

IMPROPER START FROM
78 Parked Position
79 Other
80 ALCOHOL-DUI/DWI
81 DRUG-DUI

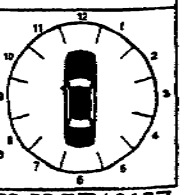
OTHER IMPROPER ACT/ MOVEMENT
82 Failed to Signal
83 Disregarded Warning Signal
84 Improper Use of Lane
85 Improper Backing
86 Apparently Sleepy
87 Failed to Secure Load
88 Other/Unknown

UNKN./NO IMPROPER ACT
89 Deer in Roadway
90 Animal in Roadway
91 Domestic Animal in Rdwy
92 Avoiding Other Vehicle
93 Avoiding Pedestrian
94 Object/Debris in Roadway
95 Defect in Roadway
96 Abnormal Traffic Control
97 Improper Bicyclist Action
98 NO IMPROPER ACTION BY DRIVER
99 PEDESTRIAN ACTION

Point of First Contact on Vehicle Unit 1: 01 Unit 2: 09

Most Damaged Area Unit 1: 01 Unit 2: 09

00 Not Applicable 14 Undercarriage
13 Top 99 Unknown

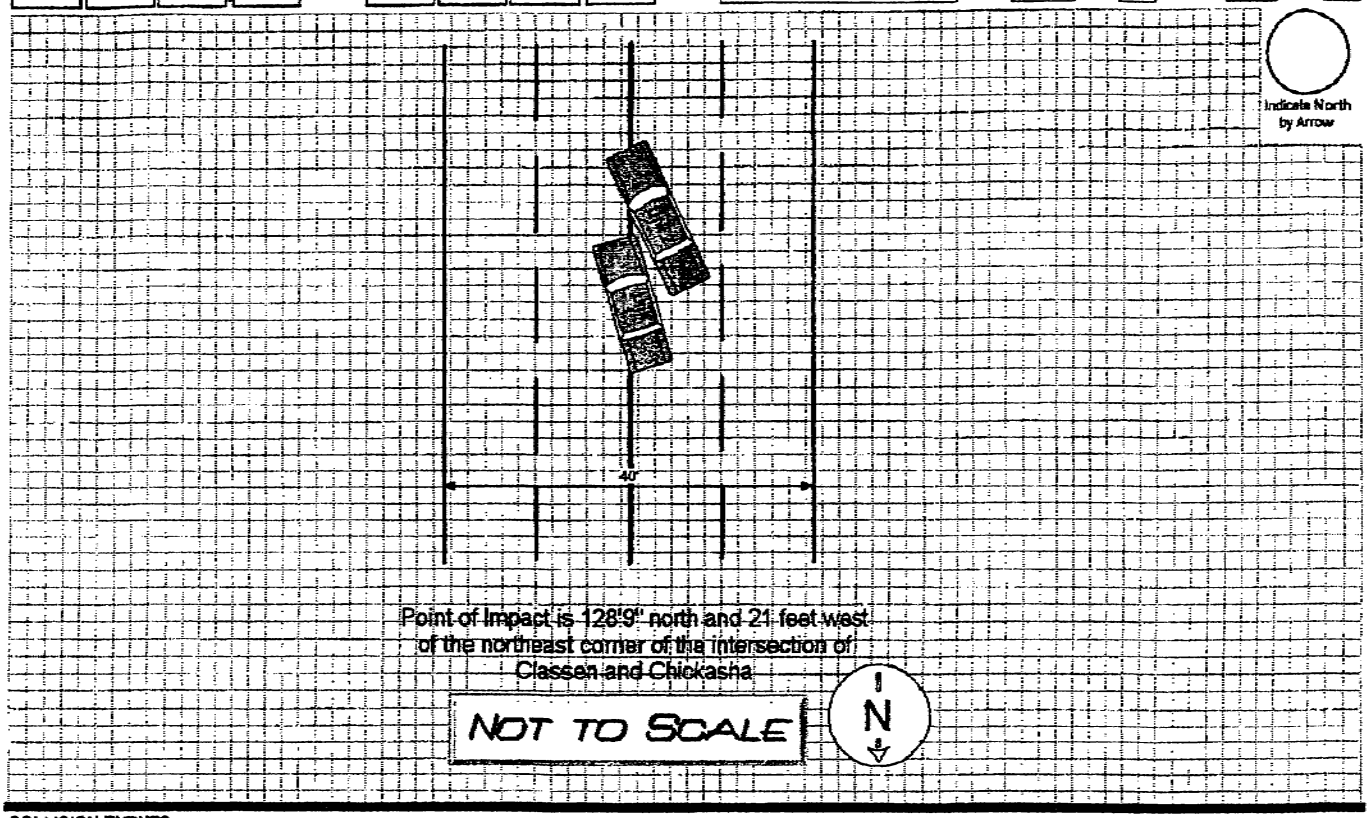


DPS: 0192-03 REV 0107

Case Number 2012-14704

Latitude N Longitude W Railroad Crossing Number

Roadway Orientation: Unit Number 01 NE SW S; Unit Number 02 NE SW S



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
02	34	00	00	00	34	

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway
21 Fell/Jumped From Motor Vehicle
22 Thrown Or Falling Object
23 Other Non-Collision

PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object

FIXED OBJECT:
40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

Remarks

UNITS ONE AND TWO WERE SOUTHBOUND ON CLASSEN IN THE INSIDE LANE. UNIT TWO WAS GOING TO MAKE A U TURN TO ASSIST WITH A TRAFFIC COLLISION JUST NORTH. UNIT ONE WAS TRAVELING DIRECTLY BEHIND UNIT TWO WHEN UNIT TWO BEGAN TO NEGOTIATE A U TURN. UNIT TWO PULLED TO THE OUTSIDE LANE AND SLOWED TO ALMOST A STOP WAITING FOR AN OPENING TO OCCUR IN THE ONCOMING TRAFFIC LANES. UNIT TWO BEGAN TO INITIATE THE U TURN AND PULLED BACK INTO THE INSIDE LANE DIRECTLY INTO THE PATH OF UNIT ONE. THE FRONT PASSENGER SIDE QUARTER PANEL/BUMPER OF UNIT ONE STRUCK THE DRIVER SIDE DOOR OF UNIT TWO. THE DRIVER'S OF BOTH UNITS WERE CONSISTENT IN THEIR STATEMANTS THAT NO EMERGENCY EQUIPMENT HAD BEEN ACTIVATED ON UNIT TWO PRIOR TO THE COLLISION.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

DPS: 0192-04 REV 0107

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: SC-1213-5

File ID:	SC-1213-5	**Type:**	Special Claim	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$125,000.00	**File Created:**	12/12/2012
File Name:	AGENDA ITEM - Claim of Brett Hollandsworth			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1213-5: A CLAIM IN THE AMOUNT OF $125,000 SUBMITTED BY BRETT AND ROBIN HOLLANDSWORTH FOR DAMAGES AND CHARGES INCURRED WHEN INVOLVED IN AN ACCIDENT WITH A POLICE VEHICLE.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-5; and, if approved, direct payment in the amount of $125,000 contingent upon obtaining a Release and Covenant Not to Sue from Brett and Robin Hollandsworth.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 15

Attachments: Clerk Memo Hollandsworth Claim, Tort Claim, Police Report

Project Manager: Jeanne Snider

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File SC-1213-5

Body

BACKGROUND:

A claim has been filed by Brett Hollandsworth for injuries and damages to his motorcycle in the amount of $125,000 due to an accident that occurred on August 20, 2012, when a City of Norman IN police vehicle pulled out in front of him at 12th Avenue SE and Alameda Street.

DISCUSSION:

According to Mr. Hollandsworth and the official police report and investigation, the police vehicle, driven by Officer Larry Anderson, was turning north out of a private drive on 12th Avenue SE and initially did not see Mr. Hollandsworth's oncoming motorcycle. When the officer did see the motorcycle, he sped up in an attempt to avoid a collision while, at the same time, Mr. Hollandsworth was also trying to avoid the collision by laying down his motorcycle. As a result, Mr. Hollandsworth ended up striking the driver's side rear quarter panel of the police vehicle. As mentioned previously, the Police Department investigation confirmed that the officer's actions were, in fact, the cause of the accident.

Mr. Hollandsworth has provided medical records and invoices which total $86,484.60 to date. In addition, Mr. Hollandsworth has reported lost wages in the amount of $3,622.50.

Mr. Hollandsworth's claim has been investigated and has reached a point of resolution. Based on the investigation and our evaluation of medical records and expenses submitted, it appears that Mr. Hollandsworth's future medical expenses and his potential claim of pain and suffering will exceed the tort claim limit of $125,000 as specified in the Oklahoma Governmental Tort Claims Act at 51 O.S. § 154. As indicated above, there appears to be possible negligence on the part of the City in this matter and, consequently, potential liability on the City. The amount claimed by Mr. Hollandsworth in the amount of $125,000 appears to be reasonable. The proposed settlement was discussed by Council in Executive Session on December 11, 2012.

RECOMMENDATION:
Based upon the above and Council's input from the Executive Session, it is recommended by the City Attorney's Office that the settlement of Mr. Hollandworth's claim in the amount of $125,000, as above set forth, be approved by City Council. If approved, due to the size of the settlement amount, the settlement will be reduced to judgment and placed on the property tax rolls and paid over the next three years in accordance with 62 O.S. § 361 et seq and 51 O.S. § 159.

office memorandum

DATE: October 10, 2012

TO: Keith Humphrey, Police Chief
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk BH

SUBJECT: Claim from Brett and Robin Hollandsworth

I am in receipt of a claim from Brett and Robin Hollandsworth, through their attorney, Jim Loftis, in the maximum amount of $125,000 as allowed under the Governmental Tort Claims Act for personal injuries, including, but not limited to, medical expenses, lost wages, pain and suffering, both physical and mental, loss of consortium and property damage due to his claim that on August 20, 2012, a police vehicle, driven by Larry Anderson, pulled out in front of him at 12th Avenue S.E. and Alameda. According to the police report, Officer Anderson was turning north out of a private drive on 12th Avenue S.E. and initially did not see Mr. Hollandsworth's oncoming motorcycle. When he did see the motorcycle he states he sped up in an attempt to avoid a collision and Mr. Hollandsworth states he tried to avoid the collision by laying down his motorcycle and ended up striking the driver's side rear quarter panel of the police vehicle.

Keith, I would appreciate your checking with your staff regarding verification of the problem. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, I am forwarding the claim to your office for whatever action is necessary. If further action is needed from my office, please let me know.

BH:smr
attachments

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

Subscribed and sworn to before me this 10th day of Oct, 2012.

Linda Angel
NOTARY PUBLIC

My Commission Expires: 9/4/16

NOTARY PUBLIC SEAL STATE OF OKLAHOMA
OFFICIAL SEAL
LINDA ANGEL
Commission # 08009163
Expires Sept. 4, 2016

Special Claim No. SC-1213-5

NOTICE OF CLAIM TO THE CITY OF NORMAN

CLAIMANT: Brett & Robin Hollandsworth

ATTORNEYS AND AUTHORIZED AGENT FOR CLAIMANT:
Jim Loftis
Loftis & Barnard
225 North Peters, Suite 1
Norman, Oklahoma 73069
(405)366-1400 - Telephone
(405)366-0041 - Facsimile

DATE OF OCCURRENCE: August 20, 2012

TIME OF OCCURRENCE: 1120

PLACE OF OCCURRENCE: 12th Ave. SE & Alameda, Norman, OK

CIRCUMSTANCES OF CLAIM: Brett Hollandsworth was on his motorcycle traveling south on 12th Ave. SE in the inside lane, when Larry Anderson, a Police Officer for the City of Norman who was on duty, pulled out in front of Mr. Hollandsworth causing him to strike the police cruiser at the driver's side rear quarter panel.

COMPENSATION REQUESTED: The maximum amount allowed ($125,000.00) under the Governmental Tort Claims Act, Title 51 O.S. § 152, for personal injuries, including, but not limited to, medical expenses, lost wages, pain and suffering, both physical and mental, loss of consortium and property damage.

Jim Loftis, OBA #13997
Loftis & Barnard
225 North Peters, Suite 1
Norman, Oklahoma 73069
(405)366-1400 - Telephone
(405)366-0041 - Facsimile
ATTORNEY FOR CLAIMANT

FILED IN THE OFFICE OF THE CITY CLERK ON 10/10/12

[DO NOT WRITE IN THIS SPACE]

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Y	N		Y	N
Incident Report	X		Revised		X
Investigation Completed	X		Fatality		X
Investigation Made at Scene	X		Hit and Run		X
Photographs	X				

(1) Reporting Agency: NORMAN POLICE DEPARTMENT
Case Number (Agency Use): 2012-11500
Motor Vehicles Involved: 02 | Number Injured: 01 | Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 08/20/2012 | Time: 1120 | County Number and Name: 14 CLEVELAND | Nearest City or Town Number and Name: In [X] Near [ ] 20 NORMAN

(3) Distance from Nearest City or Town Limits: Mi. [ ] Ft. [ ] N [ ] S [ ] Mi. [ ] Ft. [ ] E [ ] W [ ] | Control # | Int ID | Location | East Grid | North Grid | Administrative

(4) Street, Road or Highway: 12TH AVE SE | At [ ] | Distance from: 0205 Mi. [ ] Ft. [X] N [ ] S [X] E [ ] W [ ] of (Nearest) Intersecting Street, Road or Highway: ALAMEDA STREET

COMPLETE

(5) Unit: 1 | Occupants: 1 | Type: D | Hit & Run [ ] | CMV [ ] | Last Name: ANDERSON | First: LARRY | Middle: CHARLES | Suffix: | Date of Birth (mm/dd/yyyy): [redacted] | Sex: M

(6) Address: 201 B W. GRAY ST. | City: NORMAN | State: OK | Zip: 73069 | Telephone (Use Area Code): 4053211600

(7) Driver License Number: [redacted] | State: OK | Class: D | Endorsement(s): | Restriction(s): | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04

(8) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: | To Medical Facility: | License Plate Number: [redacted] | State: OK | Month: 12 | Year: 2012

(9) VIN: [redacted] | Vehicle Year: 2007 | Color: MAR | 2nd Color: 0 | Make: DODG | Model: CHAR | Veh. Conf.: 02 | Extent of Damage: 4

(10) Insurance Verification: 4 | Insurance Company Name: | Policy Number: | Insurance Telephone (Use Area Code):

(11) Vehicle Removed by: Driver [X] | Same as Driver [ ] | Owner's Last Name: CITY OF NORMAN | First: | Middle: | Suffix:

(12) Owner's Address: 201 B W. GRAY ST. | City: NORMAN | State: OK | Zip: 73069 | Oversized Load: 0 | Towed Veh. Type: 0 | Rolled [ ] Burned [ ] Phone present [ ] Phone in use [ ]

(13) Citation Number: | Statute/Ordinance Number: | Citation Number: | Statute/Ordinance Number:

11500-2012

(14) Unit: 02 | Occupants: 01 | Type: D | Hit & Run [ ] | CMV [ ] | Last Name: HOLLANDSWORTH | First: BRETT | Middle: K. | Suffix: | Date of Birth (mm/dd/yyyy): [redacted] | Sex: M

(15) Address: 1905 CREIGHTON DR | City: NORMAN | State: OK | Zip: 73071 | Telephone (Use Area Code): 4057015377

(16) Driver License Number: [redacted] | State: CO | Class: R | Endorsement(s): M | Restriction(s): | Inj. Sev.: 3 | Type of Injury: 13 | Drv./Ped. Cond.: 01 | OP Use: 01

(17) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: EMSTAT | To Medical Facility: NORMAN REGIONAL | License Plate Number: [redacted] | State: OK | Month: 04 | Year: 2013

(18) VIN: [redacted] | Vehicle Year: 2006 | Color: BLU | 2nd Color: 0 | Make: HOND | Model: VTX | Veh. Conf.: 15 | Extent of Damage: 4

(19) Insurance Verification: 2 | Insurance Company Name: ALLSTATE | Policy Number: [redacted] | Insurance Telephone (Use Area Code): 4053607656

(20) Vehicle Removed by: Driver [ ] | A&A WRECKER SERVICE | Same as Driver [X] | Owner's Last Name: | First: | Middle: | Suffix:

(21) Owner's Address: | City: | State: | Zip: | Oversized Load: | Towed Veh. Type: | Rolled [ ] Burned [ ] Phone present [ ] Phone in use [ ]

(22) Citation Number: | Statute/Ordinance Number: | Citation Number: | Statute/Ordinance Number:

(23) Investigating Officer: LT. CHRIS DIRCK | Badge Number: 9583 | Trp/Div. Assigned: | Trp/Div. Location: | Reviewer (Init.): ADN | Reviewer Badge Number: 0200 | Date of Report (mm/dd/yyyy): 08/21/2012

Unit Type
D Driver, P Pedestrian, X Pedestrian Conveyance, B Bicyclist, Z Other Cyclist, C Parked Car, A Animal, T Train

Injury Severity
0 N/A, 1 No Injury, 2 Possible, 3 Non-incapacitating, 4 Incapacitating, 5 Fatal, 9 Unknown

Type of Injury
0 N/A, 1 Head, 2 Trunk - External, 3 Trunk - Internal, 4 Arms, 5 Legs, 9 Unknown

Driver/Pedestrian Condition
00 Not Applicable, 01 Apparently Normal, 02 Drinking - Ability Impaired, 03 Odor of Alcohol Beverage, 04 Illegal Drugs, 05 Under the Influence of Medications, 06 Very Tired, 07 Sleepy, 08 Ill (Sick), 09 Dizzy/Faint, 10 Emotional, 11 Other, 99 Unknown

Occupant Protection (OP) In Use
00 Not Applicable, 01 None Used, 02 Lap Belt Only, 03 Shoulder Belt Only, 04 Shoulder and Lap Belt, 05 Child Restraint Type Unknown, 06 Restraint Used - Type Unknown, 07 Helmet, 08 Child Restraint - Forward Facing, 09 Child Restraint - Rear Facing, 10 Booster Seat, 11 Other, 99 Unknown

Air Bag Deployed
0 Not Applicable, 1 Not Deployed, 2 Deployed - Front, 3 Deployed - Side, 4 Deployed - Other (knee, air belt, etc.), 5 Deployed - Combination, 9 Deployment Unknown

Ejected
0 Not Applicable, 1 Not Ejected, 2 Ejected, Partially, 3 Ejected, Totally, 9 Unknown

Extricated
0 N/A, 1 No, 2 Yes

Chemical Test
0 N/A, 1 Blood, 2 Breath, 3 Blood/Breath, 4 Test Refused, 5 None Given, 6 Other

Extent of Damage
0 N/A, 1 None, 2 Minor, 3 Functional, 4 Disabling, 9 Unknown

Insurance Verification
0 N/A, 1 No, 2 Owner, 3 Operator, 4 Exempt

Oversized Load
0 N/A, N Not Permitted, P Permitted

Towed Vehicle Type
00 N/A, 01 Boat Trailer, 02 House Trailer, 03 Farm Trailer, 04 Horse Trailer, 05 Another Vehicle, 06 Utility Trailer, 07 Homemade Trailer, 08 Box Trailer, 09 Stock Trailer, 10 Camping Trailer, 11 Combination, 12 Other, 99 Unknown

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

Case Number 2011-11500

(24) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
01		☒		NEWELL	JENNIFER	S		04021970	F

(25) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐ 201 B W GRAY ST.	NORMAN	OK	73069	4053211600

(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type

(27) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
		☒		REYNOLDS	SCOTT	E		10251949	M

(28) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐ 32261 DUTTON RD	WANETTE	OK	74878	4058994476

(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type

(30) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex

(31) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐				

(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type

(33) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex

(34) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐				

(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address

(37) City	State	Zip	GVWR / GCWR	0 - 10K lbs. / 10,001 - 26K lbs. / 26K+ lbs.	Axle Qty.	Cargo Body	Vehicle Use
							Interstate Commerce ☐ Intrastate Commerce ☐ Other Non-Commercial ☐ Government ☐

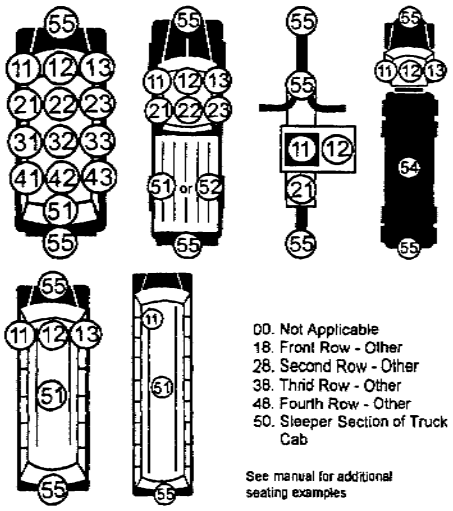
(38) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release
	OK			Yes ☐ No ☐	Yes ☐ No ☐

(39) Unit	Carrier Name	Address

(40) City	State	Zip	GVWR / GCWR	0 - 10K lbs. / 10,001 - 26K lbs. / 26K+ lbs.	Axle Qty.	Cargo Body	Vehicle Use
							Interstate Commerce ☐ Intrastate Commerce ☐ Other Non-Commercial ☐ Government ☐

(41) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release
	OK			Yes ☐ No ☐	Yes ☐ No ☐

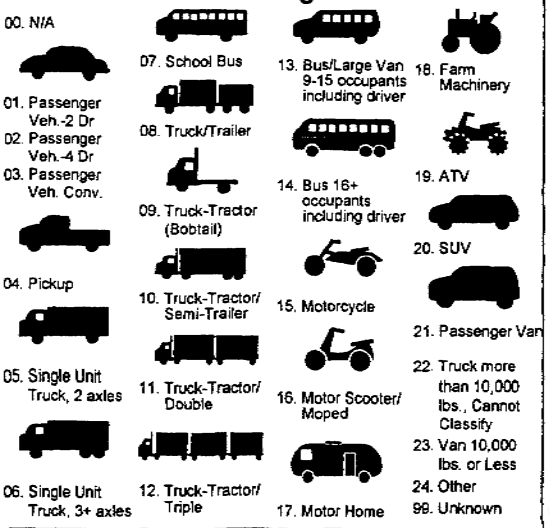
Position in Vehicle



00. Not Applicable
18. Front Row - Other
28. Second Row - Other
38. Third Row - Other
48. Fourth Row - Other
50. Sleeper Section of Truck Cab

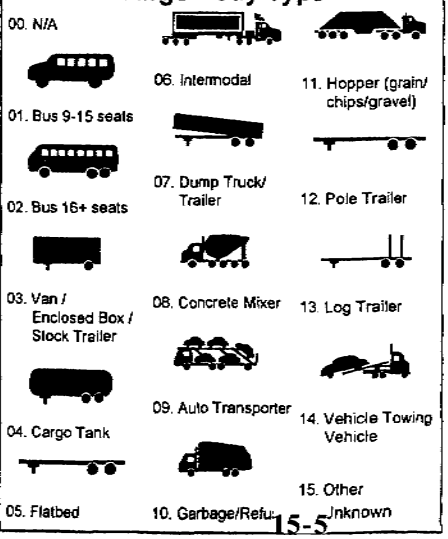
See manual for additional seating examples

Vehicle Configuration



00. N/A
01. Passenger Veh.-2 Dr
02. Passenger Veh.-4 Dr
03. Passenger Veh. Conv.
04. Pickup
05. Single Unit Truck, 2 axles
06. Single Unit Truck, 3+ axles
07. School Bus
08. Truck/Trailer
09. Truck-Tractor (Bobtail)
10. Truck-Tractor/ Semi-Trailer
11. Truck-Tractor/ Double
12. Truck-Tractor/ Triple
13. Bus/Large Van 9-15 occupants including driver
14. Bus 16+ occupants including driver
15. Motorcycle
16. Motor Scooter/ Moped
17. Motor Home
18. Farm Machinery
19. ATV
20. SUV
21. Passenger Van
22. Truck more than 10,000 lbs., Cannot Classify
23. Van 10,000 lbs. or Less
24. Other
99. Unknown

Cargo Body Type



00. N/A
01. Bus 9-15 seats
02. Bus 16+ seats
03. Van / Enclosed Box / Stock Trailer
04. Cargo Tank
05. Flatbed
06. Intermodal
07. Dump Truck/ Trailer
08. Concrete Mixer
09. Auto Transporter
10. Garbage/Refuse
11. Hopper (grain/ chips/gravel)
12. Pole Trailer
13. Log Trailer
14. Vehicle Towing Vehicle
15. Other
Unknown

Case Number 2012-11500

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Unit	Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only: Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking
This unit will correspond to 'Unit 1'	1	04	40				
This unit will correspond to 'Unit 2'	2	04	40				

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes ☐ No ☒

Type of Work Zone
1 Lane Closure
2 Lane Shift/Crossover
3 Work on Shoulder or Median
4 Intermittent or Moving Work
9 Unknown

Location of the Work Zone Collision
1 Before the First Work Zone Warning Sign
2 Advance Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
9 Unknown

Workers Present Yes ☐ No ☒ Unknown ☐

Light 1
1 Daylight
2 Dark-Not Lighted
3 Dark-Lighted
4 Dawn
5 Dusk
6 Dark-Unknown Lighting
7 Other
9 Unknown

Weather 01
01 Clear
02 Fog/Smog/Smoke
03 Cloudy
04 Rain
05 Snow
06 Sleet/Hail (Freezing Rain/Drizzle)
07 Severe Crosswind
08 Blowing Snow
09 Blowing Sand, Soil, Dirt
10 Other
99 Unknown

Locality 2
1 Residential
2 Business
3 Industrial
4 School
5 Not Built-up
6 Mixed Use
7 Other
9 Unknown

Type of Intersection 0
0 Not an Intersection
2 Y-Intersection
3 T-Intersection
4 Four-Way Intersection
5 Five-Point or More
6 Intersection as Part of Interchange
7 Traffic Circle
8 Roundabout
9 Unknown

Incident Type 00
00 Not an Incident
51 Private Property
52 Deliberate Intent
53 Medical Condition
54 Legal Intervention
55 Suicide
57 Drowning
58 Other

Location of First Harmful Event 01
01 On Roadway
02 Shoulder
03 Median
04 Roadside
05 Gore
06 Separator
07 Parking Lane/Zone
08 Off Roadway, Location Unknown
09 Outside Right-of Way
10 Other
99 Unknown

What Vehicle Was Going to Do Unit 1: 02 Unit 2: 01
00 Not Applicable
01 Go Ahead
02 Turn Left
03 Turn Right
04 Make "U" Turn
05 Stop
06 Slow for Cause
07 Start from Park/Stop
08 Change Lanes
09 Overtake
10 Pass
11 Back
12 Remain Stopped
13 Remain Parked
14 Enter/Merge in Traffic
15 Negotiate a Curve
16 Park
17 Other
99 Unknown

What Vehicle Did Unit 1: 02 Unit 2: 01
00 Not Applicable
01 Went Ahead
02 Turned Left
03 Turned Right
04 Entered "U" Turn
05 Stopped
06 Slowed
07 Started From Park/Stop
08 Entered Other Lane
09 Overtaking
10 Passing
11 Backed
12 Remained Stopped
13 Remained Parked
14 Entered/Merged
15 Departed Rdwy-Right
16 Departed Rdwy-Left
17 Swerved Right
18 Swerved Left
19 Parked
20 Other
99 Unknown

Visibility Obscured by Unit 1: 00 Unit 2: 00
00 Not Applicable
01 Trees
02 Embankment
03 Building
04 Signs
05 Parked Vehicles
06 High Weeds
07 Fences
08 Shrubbery
09 Ice, Snow or Frost on Windows
10 Smoke
11 Fog
12 Dust
13 Rain
14 Sun
15 Other
99 Unknown

Driver Distracted by Unit 1: 0 Unit 2: 0
0 Not Applicable/None
1 Electronic Communication Devices
2 Other Electronic Device
3 Other Inside Vehicle
4 Other Outside Vehicle
9 Unknown

Underride/ Override Unit 1: ☐ Unit 2: ☐
0 Not Applicable
1 No Underride or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle in Transport
6 Override, Other Motor Vehicle
9 Unknown

Traffic Control Unit 1: 00 Unit 2: 00
00 No Control
01 Stop Sign
02 Traffic Signal
03 Flashing Traffic Signal
04 School Zone Signs
05 Yield Sign
06 Warning Sign
07 Railroad Advance Warning Sign
08 Railroad Cross Bucks
09 Railroad Gates
10 Railroad Signal
11 No Passing Zone
12 Person (including flagger, law enforcement, crossing guard, etc.)
13 Abnormal Control
14 Other
99 Unknown

Road Surface Conditions Unit 1: 01 Unit 2: 01
01 Dry
02 Wet
03 Ice/Frost
04 Snow
05 Mud, Dirt, Gravel
06 Slush
07 Water (standing, moving)
08 Sand
09 Oil
10 Other
99 Unknown

Road Character

Grade Unit 1: 1 Unit 2: 1
1 Level
2 Hillcrest
3 Uphill
4 Downhill
5 Sag (bottom)

Road Alignment Unit 1: 1 Unit 2: 1
1 Straight
2 Curve - Left
3 Curve - Right

Road Surface Type Unit 1: 2 Unit 2: 2
1 Concrete
2 Asphalt
3 Gravel
4 Dirt
5 Brick
6 Other
9 Unknown

Trafficway Unit 1: 2 Unit 2: 2
0 Not Applicable
1 One Way
2 Two-Way - Not Divided
3 Two-Way - Divided
4 Two-Way - Divided - Positive Median Barrier
5 Turn Lane
6 Ramp / Loop
7 Driveway
8 Alley / Parking Lot
9 Unknown

Vehicle Removal Unit 1: 1 Unit 2: 1
0 Not Applicable
1 Towed Due to Vehicle Damage
2 Towed For Reasons Other Than Damage
3 Remained at Scene
4 Driven from Scene
9 Unknown

Vehicle Condition Unit 1: 01 Unit 2: 01
00 Not Applicable
01 Apparently Normal
02 Brakes
03 Headlights
04 Steering
05 Tail Lights
06 Brake Lights
07 Tires/Wheels
08 Suspension
09 Signal lights
10 Windows
11 Truck Coupling/Trailer Hitch/Safety Chains
12 Mirrors 15 Other
13 Wipers 99 Unknown
14 Power Train

Special Function of Vehicle Unit 1: 08 Unit 2: 00
00 Not Applicable
01 School Bus
02 Transit Bus
03 Intercity Bus
04 Charter Bus
05 Other Bus
06 Military
07 OHP
08 Other Police
09 Other Law Enforcement
10 Ambulance
11 Fire Truck
12 Public Owned Vehicle
13 Highway Equipment
14 Special Mobilized Machine
15 Other 99 Unknown

Emergency Vehicle Responding to an Emergency Unit 1: 2 Unit 2: 0
0 N/A 2 No
1 Yes 9 Unknown

Unsafe / Unlawful Contributing Factors Unit 1: 03 Unit 2: 98

FAILED TO YIELD
01 From Stop Sign
02 From Yield Sign
03 Private Drive
04 County Road at Through Highway
05 From Signal Light
06 From Alley
07 To Pedestrian
08 To Vehicle on Right
09 To Vehicle in Intersection
10 To Emergency Vehicles
12 Other

FOLLOWED TOO CLOSELY
13 Human Element
14 Traffic Condition
15 Weather Condition

UNSAFE SPEED
16 Driver's Ability (Aged)
17 Inexperienced Driver - Young
18 Exceeding Legal Limit
19 For Traffic Conditions
20 For Type of Roadway (Gravel, Dirt, etc.)
21 For Ice or Snow on Roadway
22 Rain or Wet Roadway
23 Wind
24 Other Weather Conditions
25 Vehicle Condition
26 View Obstruction
27 On Curve/Turn
28 Impeding Traffic
29 Other

IMPROPER TURN
30 From Wrong Lane
31 From Direct Course
32 Right
33 Left
34 Turn About/U-Turn
35 To Enter Private Drive
36 In Front of Oncoming Traffic
37 Other
38 **CHANGED LANES UNSAFELY**
39 **STOPPED IN TRAFFIC LANE**

FAILED TO STOP
40 For Stop Sign
41 For Traffic Signal
42 For School Bus
43 For Railroad Gates/ Signal
44 For Officer/Flagman
45 At Sidewalk/Stopline
46 Other

UNSAFE VEHICLE
47 Brakes
48 Steering
49 Tires
50 Suspension
51 Headlights
52 Tail Lights
53 Stop Lights
54 Wheel
55 Exhaust System
56 Windshield Wipers
57 Other Mechanical Defects

LEFT OF CENTER
58 In Meeting
59 No Passing Zone (Unmarked)
60 Marked Zone
61 Other

IMPROPER OVERTAKING
62 In Marked Zone
63 On Hill/Curve
64 At Intersection
65 Without Sufficient Clearance
66 Other

IMPROPER PARKING
67 On Roadway
68 Where Prohibited
69 Other

INATTENTION
70 Distracted by Passenger in Vehicle
71 Other Distraction Inside Vehicle
72 Distraction From Outside Vehicle
73 Other

WRONG WAY
74 On One Way
75 On Exit Ramp
76 On Entrance Ramp
77 Other

IMPROPER START FROM
78 Parked Position
79 Other
80 **ALCOHOL-DUI/DWI**
81 **DRUG-DUI**

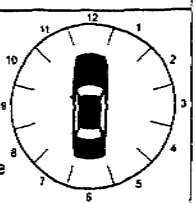
OTHER IMPROPER ACT/ MOVEMENT
82 Failed to Signal
83 Disregarded Warning Signal
84 Improper Use of Lane
85 Improper Backing
86 Apparently Sleepy
87 Failed to Secure Load
88 Other/Unknown

UNKN./NO IMPROPER ACT
89 Deer in Roadway
90 Animal in Roadway
91 Domestic Animal in Rdwy
92 Avoiding Other Vehicle
93 Avoiding Pedestrian
94 Object/Debris in Roadway
95 Defect in Roadway
96 Abnormal Traffic Control
97 Improper Bicyclist Action
98 **NO IMPROPER ACTION BY DRIVER**
99 **PEDESTRIAN ACTION**

Point of First Contact on Vehicle Unit 1: 07 Unit 2: 07

Most Damaged Area Unit 1: 01 Unit 2: 03

00 Not Applicable 14 Undercarriage
13 Top 99 Unknown



Case Number 2012-11500

Latitude	Longitude	Railroad Crossing Number	Roadway Orientation Unit Number	NE SW	Unit Number	NE SW
	N W		01	E	02	S

Indicate North by Arrow

COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
1	34	00	00	00	34	34
2	34	00	00	00	34	

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway
21 Fell/Jumped From Motor Vehicle
22 Thrown Or Falling Object
23 Other Non-Collision

PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object

FIXED OBJECT:
40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

Remarks

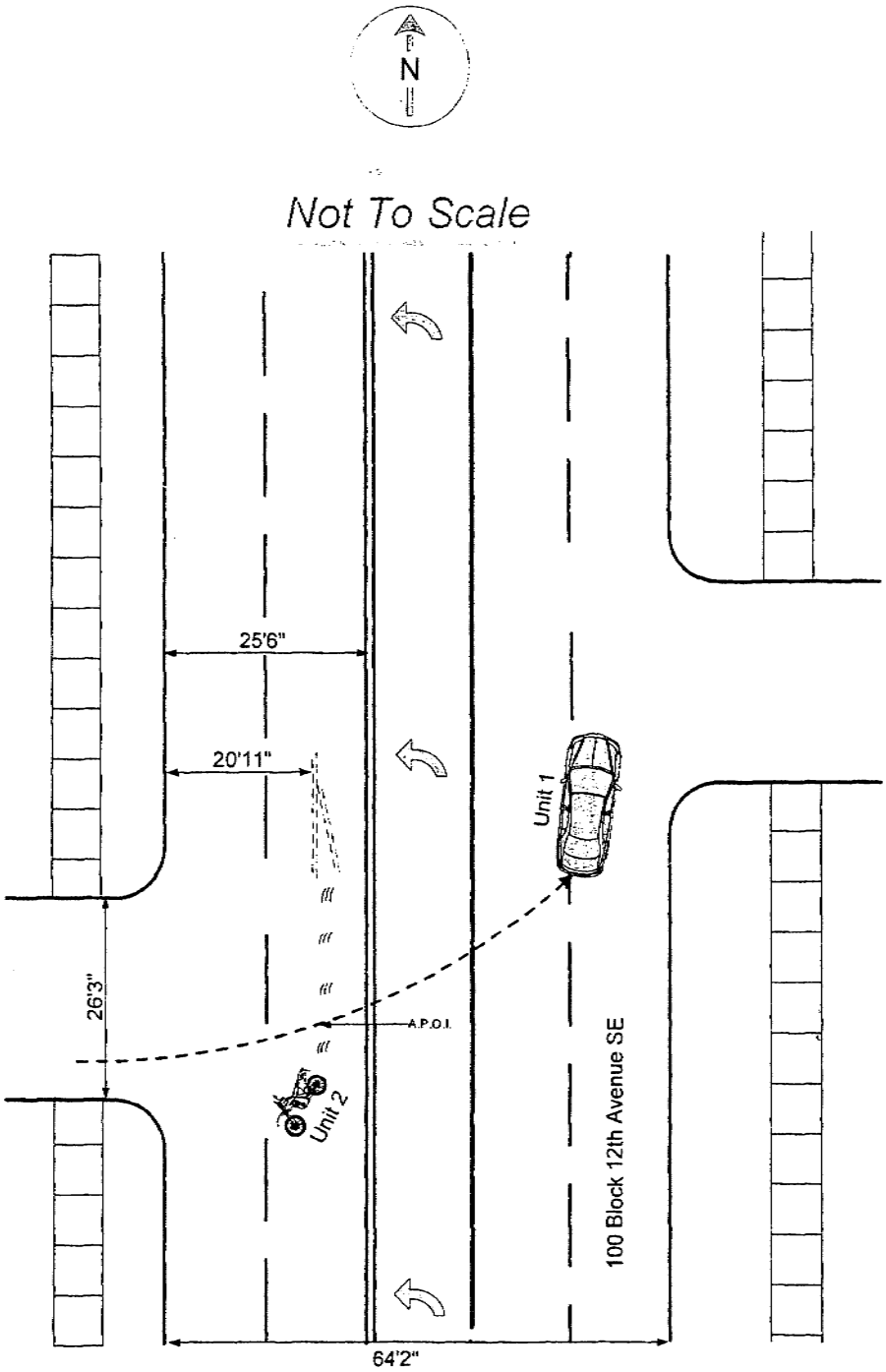
THE DRIVER OF UNIT 1 WAS PULLING OUT OF A PRIVATE DRIVE ONTO 12TH AVE SE TO GO NORTH BOUND. UNIT 2 WAS TRAVELING SOUTH ON 12TH AVE SE IN THE INSIDE LANE. THE DRIVER OF UNIT 1 SAID HE DID NOT SEE UNIT 2 WHEN HE STARTED HIS TURN AND DURING HIS TURN HE SAW UNIT 2 AND TRIED TO SPEED UP TO AVOID UNIT 2. UNIT 2 ENDED UP STRIKING THE DRIVER'S SIDE REAR QUARTER PANEL. THE DRIVER OF UNIT 2 SAID WHEN UNIT 1 PULLED OUT IN FRONT OF HIM HE TRIED TO BRAKE AND THEN LAID DOWN HIS MOTORCYCLE TO TRY TO AVOID THE COLLISION. POI WAS APPX. 205' SOUTH OF ALAMEDA'S SOUTH CURB LINE AND 20'11" EAST OF 12TH AVE. SE WEST CURB LINE.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT
DIAGRAM SUPPLEMENTAL

Case Number 2012-11500

Indicate North by Arrow



City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: SC-1213-6

File ID:	SC-1213-6	**Type:**	Special Claim	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$28,006.00	**File Created:**	12/12/2012
File Name:	Agenda Item - Claim for Dalton Betz			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1213-6: A CLAIM IN THE AMOUNT OF $28,006 SUBMITTED BY DALTON BETZ FOR DAMAGES AND CHARGES INCURRED WHEN INVOLVED IN AN ACCIDENT WITH A SANITATION VEHICLE.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-6; and, if approved, direct payment in the amount of $28,006 contingent upon obtaining a Release and Covenant Not to Sue from Dalton Betz.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 16

Attachments:

Project Manager: Jeanne Snider

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File SC-1213-6

Body

BACKGROUND:

A claim has been filed by Dalton Betz for personal injury and property damage due to an incident which occurred on August 23, 2012 when Mr. Betz' vehicle was struck by a City of Norman sanitation truck. Mr. Betz claims damages to his vehicle in the amount of $5,000, and rental car expenses, towing and storage fees in the amount of $3,880. He also incurred medical expenses in the amount of $7,126. The incident has been investigated and Mr. Betz has offered to settle his claims for a total payment of $28,006. The settlement offer was discussed by Council in executive session on December 11, 2012. It is recommended the City accept the settlement offer at this time.

DISCUSSION:

This incident was investigated by Gary L. Seal, Utilities Supervisor. According to his investigation, the sanitation truck was traveling northbound on 12th Avenue NE when the vehicle driven by Mr. Betz stopped for a pedestrian crossing 12th Avenue NE in the middle of the block rather than at a marked crosswalk. The driver of the sanitation truck, Thomas Grady, attempted to stop but was unable to stop in time and struck Mr. Betz'

vehicle from behind.

Mr. Betz provided an estimate to repair the damage to his vehicle which exceeded the car's value. NADA and Kelley Blue Book provide a value range from $1,225 to $4,225. Mr. Betz has agreed to settle the vehicle damage for $3,000. He will relinquish the title to the City. The City will then take possession of the vehicle and sell the vehicle at auction for salvage value. In addition to the damage to his vehicle, Mr. Betz has also provided invoices for car rental, towing and storage in the amount of $3,880. The medical records and invoices provided, totaling $7,126 to date, have been review and appear to be reasonable and necessary due to the collision. In all total, Mr. Betz actual damages due to the collision total $14,006.

Additional negotiations to settle the claim occurred following executive session. Mr. Betz has agreed to a settle the entire claim for $28,006. This amount would settle his property damage and medical expenses claims, current and future. As indicated above, there appears to be negligence on the part of the City employee in this matter and, consequently, potential liability of the City. The proposed settlement is in line with the parameters discussed by Council in Executive Session on December 11, 2012.

RECOMMENDATION:
Based upon the above, and Council's input from the Executive Session, it is recommended by the City Attorney's Office that the settlement of Mr. Betz' claim in the amount of $28,006, as above set forth, be approved by City Council. If approved, the settlement will be reduced to judgment filed in District Court. The settlement amount will then be collected and paid in equal thirds over the next three years in accordance with 62 O.S. § 361 et seq and 51 O.S. § 159, from property tax roll assessments. Please let me know if you have additional questions or concerns.

office memorandum

DATE: September 10, 2012

TO: Ken Komiske, Director of Utilities
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk

SUBJECT: Claim from Dalton Betz through his Attorney, Josh Turner

I am in receipt of a claim from Dalton Betz, through his attorney, Josh Turner, in the amount of $6,289.13 for damages to Mr. Betz's vehicle, tow truck fees, and rental car expenses due to their claim that a sanitation truck struck Mr. Betz's vehicle on August 23, 2012 on 12th Avenue N.E. According to the accident report, Mr. Betz was northbound on 12th Avenue N.E. when he stopped for a pedestrian crossing the street eastbound in front of him. The sanitation truck was traveling directly behind Mr. Betz and the driver, Thomas Grady, was unable to stop in time and struck Mr. Betz's vehicle from behind. Mr. Betz's vehicle had to be towed and is inoperable. Ms. Jeanne Snider, Assistant City Attorney, has waived the requirement for three estimates. Mr. Turner has indicated Mr. Betz will submit a claim for personal injuries at a later date.

Ken, I would appreciate your checking with your staff regarding verification of the problem. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, if it is determined the City has liability in this matter, please signify by writing a report of your recommendations in order that we may schedule this claim as an agenda item.

BH:smr
attachments

Special Claim No. SC-1213-6

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: Dalton Betz c/o Atty Sam Talley & Joshua Twiner DATE: 9/10/12

ADDRESS: 219 E Main CITY Norman

STATE: OK ZIP: 73069 PHONE: (H) 3648300 (W)

DATE OF INCIDENT: 8/23/12

LOCATION OF INCIDENT: 12th Ave & Main Street

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

Dalton Betz was rear-ended by a City of Norman Garbage truck, causing personal property & personal injuries

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

'03 Dodge Neon (repair) $ 5,000 $

Enterprise Rent a Car $ 887.32 (as of 9/5/12 w/11 supplement) $

A & A Tow Service $ 401.81 (as of 9/10/12 w/11 supplement) Personal Injuries $ Reserved

TOTAL AMOUNT CLAIMED: $ 6,289.13 (as of 9/10/12 & not including personal injuries

NAME AND ADDRESS OF INSURANCE COMPANY: State Farm

AGENT: Larry Potts

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Atty for Dalton Betz
CLAIMANT'S SIGNATURE

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9-10-12

DO NOT WRITE IN THIS SPACE

Pg 1 of 4

	Y	N
Incident Report		X
Investigation Completed	X	
Investigation Made at Scene	X	
Photographs	X	
Revised		X
Fatality		X
Hit and Run		X

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

COMPLETE

(1) Reporting Agency: NORMAN POLICE DEPARTMENT
Case Number (Agency Use): 2012-11603
Motor Vehicles Involved: 02 | Number Injured: 02 | Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 08 23 2012 | Time: 1426 | County Number and Name: 14 CLEVELAND | Nearest City or Town Number and Name: In [X] Near [ ] 20 NORMAN

(3) Distance from Nearest City or Town Limits: Mi. [ ] Ft. [ ] N [ ] S [ ] Mi. [ ] Ft. [ ] E [ ] W | Control # | Int ID | Location | East Grid | North Grid | Administrative

(4) Street, Road or Highway: 12TH AVENUE N.E. | Distance from: At [ ] 0393 Mi. [ ] Ft. [X] N [X] S [ ] E [ ] W [ ] of | (Nearest) Intersecting Street, Road or Highway: MAIN STREET

(5) Unit: 01 | Occupants: 01 | Type: D | Hit & Run [ ] | CMV [ ] | Last Name: GRADY, | First: THOMAS | Middle: JAMES | Date of Birth (mm/dd/yyyy): 10 14 1963 | Sex: M

(6) Address: 720 IOWA STREET | City: NORMAN | State: OK | Zip: 73069 | Telephone (Use Area Code): 4053212408

(7) Driver License Number: | State: OK | Class: B | Endorsement(s): | Restriction(s): | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04

(8) Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: | To Medical Facility: | License Plate Number: | State: OK | Month: 07 | Year: 2013
Air Bag: 1

(9) VIN: | Vehicle Year: 2009 | Color: GRN | 2nd Color: 0 | Make: PTRB | Model: 320 | Veh. Conf.: 06 | Extent of Damage: 2

(10) Insurance Verification: 4 | Insurance Company Name: SELF INSURED, CITY OF NORMAN | Policy Number: | Insurance Telephone (Use Area Code): 4053211600

(11) Vehicle Removed by: Driver [X] | Owner's Last Name: CITY OF NORMAN | First: | Middle Initial: | Same as Driver [ ]

(12) Owner's Address: 201 WEST GRAY ST., | City: NORMAN | State: OK | Zip: 73069 | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] Burned [ ] | Phone present [ ] Phone in use [ ]

(13) Citation Number: 557658 | Statute/Ordinance Number: 20-502 | Citation Number: | Statute/Ordinance Number:

11603-12

(14) Unit: 02 | Occupants: 02 | Type: D | Hit & Run [ ] | CMV [ ] | Last Name: BETZ, | First: DALTON | Middle: D. | Date of Birth (mm/dd/yyyy): | Sex: A

(15) Address: 3915 FLORA DRIVE | City: NORMAN | State: OK | Zip: 73026 | Telephone (Use Area Code): 4053438946

(16) Driver License Number: | State: OK | Class: D | Endorsement(s): | Restriction(s): | Inj. Sev.: 4 | Type of Injury: 13 | Drv./Ped. Cond.: 01 | OP Use: 04

(17) Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: EMSSTAT/NORMAN REGIONAL | To Medical Facility: | License Plate Number: | State: OK | Month: 06 | Year: 2013
Air Bag: 1

(18) VIN: | Vehicle Year: 2003 | Color: WHI | 2nd Color: 0 | Make: DODG | Model: NEON | Veh. Conf.: 02 | Extent of Damage: 4

(19) Insurance Verification: 2 | Insurance Company Name: STATE FARM 036 5622 E27 36E | Policy Number: | Insurance Telephone (Use Area Code): 4053217070

(20) Vehicle Removed by: Driver [ ] A & A WRECKER | Owner's Last Name: | First: | Middle Initial: | Same as Driver [X]

(21) Owner's Address: | City: | State: | Zip: | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] Burned [ ] | Phone present [ ] Phone in use [ ]

(22) Citation Number: | Statute/Ordinance Number: | Citation Number: | Statute/Ordinance Number:

(23) Investigating Officer: SETTLE | Badge Number: 8977 | Troop/Div.: | Reviewed by (Init.): | Reviewer Badge Number: 0200 | Date of Report (mm/dd/yyyy): 08 23 2012

2012X05227

Unit Type	Injury Severity	Type of Injury	Driver/Pedestrian Condition	Occupant Protection (OP) In Use
D Driver P Pedestrian X Pedestrian Conveyance B Bicyclist Z Other Cyclist C Parked Car A Animal T Train	0 N/A 1 No Injury 2 Possible 3 Non-incapacitating 4 Incapacitating 5 Fatal 9 Unknown	0 N/A 1 Head 2 Trunk - External 3 Trunk - Internal 4 Arms 5 Legs 9 Unknown	00 Not Applicable 01 Apparently Normal 02 Drinking - Ability Impaired 03 Odor of Alcohol Beverage 04 Illegal Drugs 05 Under the Influence of Medications 06 Very Tired 07 Sleepy 08 Ill (Sick) 09 Dizzy/Faint 10 Emotional 11 Other 99 Unknown	00 Not Applicable 01 None Used 02 Lap Belt Only 03 Shoulder Belt Only 04 Shoulder and Lap Belt 05 Child Restraint Type Unknown 06 Restraint Used - Type Unknown 07 Helmet 08 Child Restraint - Forward Facing 09 Child Restraint - Rear Facing 10 Booster Seat 11 Other 99 Unknown

Air Bag Deployed	Ejected	Extricated	Chemical Test	Extent of Damage	Insurance Verification	Oversized Load	Towed Vehicle Type
0 Not Applicable 1 Not Deployed 2 Deployed - Front 3 Deployed - Side 4 Deployed - Other (knee, air belt, etc.) 5 Deployed - Combination 9 Deployment Unknown	0 Not Applicable 1 Not Ejected 2 Ejected, Partially 3 Ejected, Totally 9 Unknown	0 N/A 1 No 2 Yes	0 N/A 1 Blood 2 Breath 3 Blood/Breath 4 Test Refused 5 None Given 6 Other	0 N/A 1 None 2 Minor 3 Functional 4 Disabling 9 Unknown	0 N/A 1 No 2 Owner 3 Operator 4 Exempt	0 N/A N Not Permitted P Permitted	00 N/A 01 Boat Trailer 02 House Trailer 03 Farm Trailer 04 Horse Trailer 05 Another Vehicle Trailer 06 Utility Trailer 07 Homemade Trailer 08 Box Trailer 09 Stock Trailer 10 Camping Trailer 11 Combination 12 Other 99 Unknown

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

DPS: 0192-01 REV 0107

Case Number 2012 - 11603

(24) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle Initial	Date of Birth (mm/dd/yyyy)	Sex
02	☒	☒	13	WRIGHT,	TRENTON	D.	08 27 1990	M

(25) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐ 1613 HIGH CIRCLE	NORMAN	OK	73071	4053078649

(26) Injury Severity / Type	OP Use	Air Bag Ejected	Extricated	Transported by	To Medical Facility	Property Type
3 1 3	04	1	1	1	EMSSTAT / NORMAN REGIONAL HOSP.	

(27) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle Initial	Date of Birth (mm/dd/yyyy)	Sex
	☐ / ☒	☐ / ☐		STOUT,	STACI	L.	02 12 1965	F

(28) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐ 525 S. UNIVERSITY BLVD.	NORMAN	OK	73069	4053080641

(29) Injury Severity / Type	OP Use	Air Bag Ejected	Extricated	Transported by	To Medical Facility	Property Type

(30) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle Initial	Date of Birth (mm/dd/yyyy)	Sex
	☐ / ☒	☐ / ☐		GONSALVES,	JESSE		08 23 1974	M

(31) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐ 304 CHALMETTE DR. #A,	NORMAN	OK	73071	4053885202

(32) Injury Severity / Type	OP Use	Air Bag Ejected	Extricated	Transported by	To Medical Facility	Property Type

(33) Unit	Injured / Witness	Passenger / Prop. Owner	Pos in Veh.	Last Name	First	Middle Initial	Date of Birth (mm/dd/yyyy)	Sex
	☐ / ☐	☐ / ☐						

(34) Address	City	State	Zip	Telephone (Use Area Code)
Same as Driver ☐				

(35) Injury Severity / Type	OP Use	Air Bag Ejected	Extricated	Transported by	To Medical Facility	Property Type

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address
01	CITY OF NORMAN	201 W. GRAY ST.

(37) City	State	Zip	GVWR / GCWR	0 - 10K lbs. / 10,001 - 26K lbs. / 26K+ lbs.	Axle Qty.	Cargo Body	Vehicle Use
NORMAN	OK	73069	GVWR ☒ / GCWR ☐	☐ / ☐ / ☒	06	10	Interstate Commerce ☐ / Intrastate Commerce ☐ / Other Non-Commercial ☐ / Government ☒

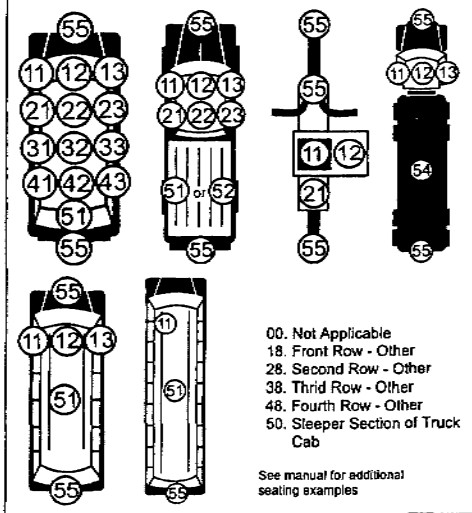
(38) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release
0	OK			Yes ☐ / No ☒	Yes ☐ / No ☒

(39) Unit	Carrier Name	Address

(40) City	State	Zip	GVWR / GCWR	0 - 10K lbs. / 10,001 - 26K lbs. / 26K+ lbs.	Axle Qty.	Cargo Body	Vehicle Use
			GVWR ☐ / GCWR ☐	☐ / ☐ / ☐			Interstate Commerce ☐ / Intrastate Commerce ☐ / Other Non-Commercial ☐ / Government ☐

(41) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release
	OK			Yes ☐ / No ☐	Yes ☐ / No ☐

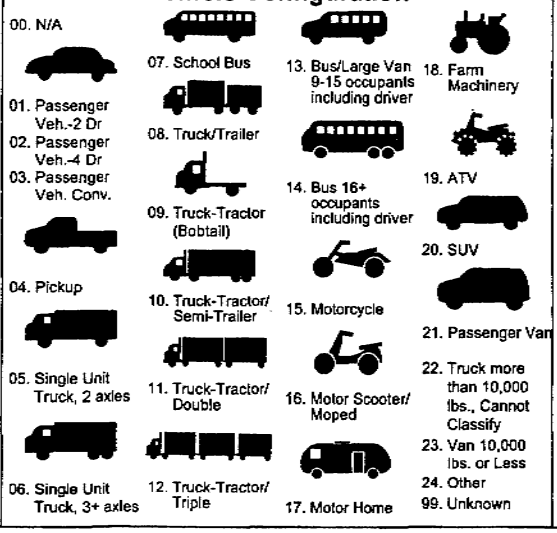
Position in Vehicle



00. Not Applicable
18. Front Row - Other
28. Second Row - Other
38. Thrid Row - Other
48. Fourth Row - Other
50. Sleeper Section of Truck Cab

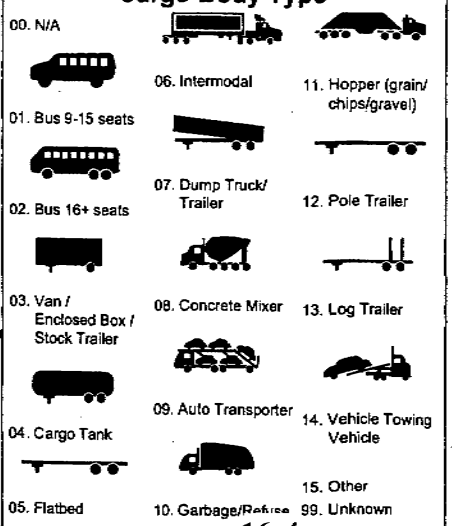
See manual for additional seating examples

Vehicle Configuration



00. N/A
01. Passenger Veh.-2 Dr
02. Passenger Veh.-4 Dr
03. Passenger Veh. Conv.
04. Pickup
05. Single Unit Truck, 2 axles
06. Single Unit Truck, 3+ axles
07. School Bus
08. Truck/Trailer
09. Truck-Tractor (Bobtail)
10. Truck-Tractor/ Semi-Trailer
11. Truck-Tractor/ Double
12. Truck-Tractor/ Triple
13. Bus/Large Van 9-15 occupants including driver
14. Bus 16+ occupants including driver
15. Motorcycle
16. Motor Scooter/ Moped
17. Motor Home
18. Farm Machinery
19. ATV
20. SUV
21. Passenger Van
22. Truck more than 10,000 lbs., Cannot Classify
23. Van 10,000 lbs. or Less
24. Other
99. Unknown

Cargo Body Type



00. N/A
01. Bus 9-15 seats
02. Bus 16+ seats
03. Van / Enclosed Box / Stock Trailer
04. Cargo Tank
05. Flatbed
06. Intermodal
07. Dump Truck/ Trailer
08. Concrete Mixer
09. Auto Transporter
10. Garbage/Refuse
11. Hopper (grain/ chips/gravel)
12. Pole Trailer
13. Log Trailer
14. Vehicle Towing Vehicle
15. Other
99. Unknown

DPS: 0192-02 REV 0107

Case Number 2012 - 11603

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Unit	Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only: Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking
This unit will correspond to 'Unit 1'	01	05	40				
This unit will correspond to 'Unit 2'	02	05	40				

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes ☐ No ☒

Type of Work Zone
1 Lane Closure
2 Lane Shift/Crossover
3 Work on Shoulder or Median
4 Intermittent or Moving Work
9 Unknown

Location of the Work Zone Collision
1 Before the First Work Zone Warning Sign
2 Advance Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
9 Unknown

Workers Present Yes ☐ No ☐ Unknown ☐

Light 1
1 Daylight
2 Dark-Not Lighted
3 Dark-Lighted
4 Dawn
5 Dusk
6 Dark-Unknown Lighting
7 Other
9 Unknown

Weather 03
01 Clear
02 Fog/Smog/Smoke
03 Cloudy
04 Rain
05 Snow
06 Sleet/Hail (Freezing Rain/Drizzle)
07 Severe Crosswind
08 Blowing Snow
09 Blowing Sand, Soil, Dirt
10 Other
99 Unknown

Locality 2
1 Residential
2 Business
3 Industrial
4 School
5 Not Built-up
6 Mixed Use
7 Other
9 Unknown

Type of Intersection 0
0 Not an Intersection
2 Y-Intersection
3 T-Intersection
4 Four-Way Intersection
5 Five-Point or More
6 Intersection as Part of Interchange
7 Traffic Circle
8 Roundabout
9 Unknown

Incident Type 00
00 Not an Incident
51 Private Property
52 Deliberate Intent
53 Medical Condition
54 Legal Intervention
55 Suicide
57 Drowning
58 Other

Location of First Harmful Event 01
01 On Roadway
02 Shoulder
03 Median
04 Roadside
05 Gore
06 Separator
07 Parking Lane/Zone
08 Off Roadway, Location Unknown
09 Outside Right-of Way
10 Other
99 Unknown

What Vehicle Was Going to Do Unit 1: 01 Unit 2: 01
00 Not Applicable
01 Go Ahead
02 Turn Left
03 Turn Right
04 Make "U" Turn
05 Stop
06 Slow for Cause
07 Start from Park/Stop
08 Change Lanes
09 Overtake
10 Pass
11 Back
12 Remain Stopped
13 Remain Parked
14 Enter/Merge in Traffic
15 Negotiate a Curve
16 Park
17 Other
99 Unknown

What Vehicle Did Unit 1: 01 Unit 2: 05
00 Not Applicable
01 Went Ahead
02 Turned Left
03 Turned Right
04 Entered "U" Turn
05 Stopped
06 Slowed
07 Started From Park/Stop
08 Entered Other Lane
09 Overtaking
10 Passing
11 Backed
12 Remained Stopped
13 Remained Parked
14 Entered/Merged
15 Departed Rdwy-Right
16 Departed Rdwy-Left
17 Swerved Right
18 Swerved Left
19 Parked
20 Other
99 Unknown

Visibility Obscured by Unit 1: 00 Unit 2: 00
00 Not Applicable
01 Trees
02 Embankment
03 Building
04 Signs
05 Parked Vehicles
06 High Weeds
07 Fences
08 Shrubbery
09 Ice, Snow or Frost on Windows
10 Smoke
11 Fog
12 Dust
13 Rain
14 Sun
15 Other
99 Unknown

Driver Distracted by Unit 1: 9 Unit 2: 0
0 Not Applicable/None
1 Electronic Communication Devices
2 Other Electronic Device
3 Other Inside Vehicle
4 Other Outside Vehicle
9 Unknown

Underride/ Override Unit 1: ☐ Unit 2: ☐
0 Not Applicable
1 No Underride or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle in Transport
6 Override, Other Motor Vehicle
9 Unknown

Traffic Control Unit 1: 00 Unit 2: 00
00 No Control
01 Stop Sign
02 Traffic Signal
03 Flashing Traffic Signal
04 School Zone Signs
05 Yield Sign
06 Warning Sign
07 Railroad Advance Warning Sign
08 Railroad Cross Bucks
09 Railroad Gates
10 Railroad Signal
11 No Passing Zone
12 Person (including flagger, law enforcement, crossing guard, etc.)
13 Abnormal Control
14 Other
99 Unknown

Road Surface Conditions Unit 1: 01 Unit 2: 01
01 Dry
02 Wet
03 Ice/Frost
04 Snow
05 Mud, Dirt, Gravel
06 Slush
07 Water (standing, moving)
08 Sand
09 Oil
10 Other
99 Unknown

Road Character

Grade Unit 1: 1 Unit 2: 1
1 Level
2 Hillcrest
3 Uphill
4 Downhill
5 Sag (bottom)

Road Alignment Unit 1: 1 Unit 2: 1
1 Straight
2 Curve - Left
3 Curve - Right

Road Surface Type Unit 1: 2 Unit 2: 2
1 Concrete
2 Asphalt
3 Gravel
4 Dirt
5 Brick
6 Other
9 Unknown

Trafficway Unit 1: 2 Unit 2: 2
0 Not Applicable
1 One Way
2 Two-Way - Not Divided
3 Two-Way - Divided
4 Two-Way - Divided - Positive Median Barrier
5 Turn Lane
6 Ramp / Loop
7 Driveway
8 Alley / Parking Lot
9 Unknown

Vehicle Removal Unit 1: 4 Unit 2: 1
0 Not Applicable
1 Towed Due to Vehicle Damage
2 Towed For Reasons Other Than Damage
3 Remained at Scene
4 Driven from Scene
9 Unknown

Vehicle Condition Unit 1: 01 Unit 2: 01
00 Not Applicable
01 Apparently Normal
02 Brakes
03 Headlights
04 Steering
05 Tail Lights
06 Brake Lights
07 Tires/Wheels
08 Suspension
09 Signal lights
10 Windows
11 Truck Coupling/Trailer Hitch/Safety Chains
12 Mirrors
13 Wipers
14 Power Train
15 Other
99 Unknown

Special Function of Vehicle Unit 1: 12 Unit 2: 00
00 Not Applicable
01 School Bus
02 Transit Bus
03 Intercity Bus
04 Charter Bus
05 Other Bus
06 Military
07 OHP
08 Other Police
09 Other Law Enforcement
10 Ambulance
11 Fire Truck
12 Public Owned Vehicle
13 Highway Equipment
14 Special Mobilized Machine
15 Other
99 Unknown

Emergency Vehicle Responding to an Emergency Unit 1: 0 Unit 2: 0
0 N/A
1 Yes
2 No
9 Unknown

Unsafe / Unlawful Contributing Factors Unit 1: 73 Unit 2: 98

FAILED TO YIELD
01 From Stop Sign
02 From Yield Sign
03 Private Drive
04 County Road at Through Highway
05 From Signal Light
06 From Alley
07 To Pedestrian
08 To Vehicle on Right
09 To Vehicle in Intersection
10 To Emergency Vehicles
12 Other

FOLLOWED TOO CLOSELY
13 Human Element
14 Traffic Condition
15 Weather Condition

UNSAFE SPEED
16 Driver's Ability (Aged)
17 Inexperienced Driver - Young
18 Exceeding Legal Limit
19 For Traffic Conditions
20 For Type of Roadway (Gravel, Dirt, etc.)
21 For Ice or Snow on Roadway
22 Rain or Wet Roadway
23 Wind
24 Other Weather Conditions
25 Vehicle Condition
26 View Obstruction
27 On Curve/Turn
28 Impeding Traffic
29 Other

IMPROPER TURN
30 From Wrong Lane
31 From Direct Course
32 Right
33 Left
34 Turn About/U-Turn
35 To Enter Private Drive
36 In Front of Oncoming Traffic
37 Other
38 **CHANGED LANES UNSAFELY**
39 **STOPPED IN TRAFFIC LANE**

FAILED TO STOP
40 For Stop Sign
41 For Traffic Signal
42 For School Bus
43 For Railroad Gates/ Signal
44 For Officer/Flagman
45 At Sidewalk/Stopline
46 Other

UNSAFE VEHICLE
47 Brakes
48 Steering
49 Tires
50 Suspension
51 Headlights
52 Tail Lights
53 Stop Lights
54 Wheel
55 Exhaust System
56 Windshield Wipers
57 Other Mechanical Defects

LEFT OF CENTER
58 In Meeting
59 No Passing Zone (Unmarked)
60 Marked Zone
61 Other

IMPROPER OVERTAKING
62 In Marked Zone
63 On Hill/Curve
64 At Intersection
65 Without Sufficient Clearance
66 Other

IMPROPER PARKING
67 On Roadway
68 Where Prohibited
69 Other

INATTENTION
70 Distracted by Passenger in Vehicle
71 Other Distraction Inside Vehicle
72 Distraction From Outside Vehicle
73 Other

WRONG WAY
74 On One Way
75 On Exit Ramp
76 On Entrance Ramp
77 Other

IMPROPER START FROM
78 Parked Position
79 Other
80 **ALCOHOL-DUI/DWI**
81 **DRUG-DUI**

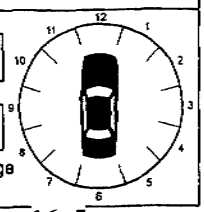
OTHER IMPROPER ACT/ MOVEMENT
82 Failed to Signal
83 Disregarded Warning Signal
84 Improper Use of Lane
85 Improper Backing
86 Apparently Sleepy
87 Failed to Secure Load
88 Other/Unknown

UNKN./NO IMPROPER ACT
89 Deer in Roadway
90 Animal in Roadway
91 Domestic Animal in Rdwy
92 Avoiding Other Vehicle
93 Avoiding Pedestrian
94 Object/Debris in Roadway
95 Defect in Roadway
96 Abnormal Traffic Control
97 Improper Bicyclist Action
98 **NO IMPROPER ACTION BY DRIVER**
99 **PEDESTRIAN ACTION**

Point of First Contact on Vehicle Unit 1: 12 Unit 2: 06

Most Damaged Area Unit 1: 12 Unit 2: 06

00 Not Applicable
13 Top
14 Undercarriage
99 Unknown

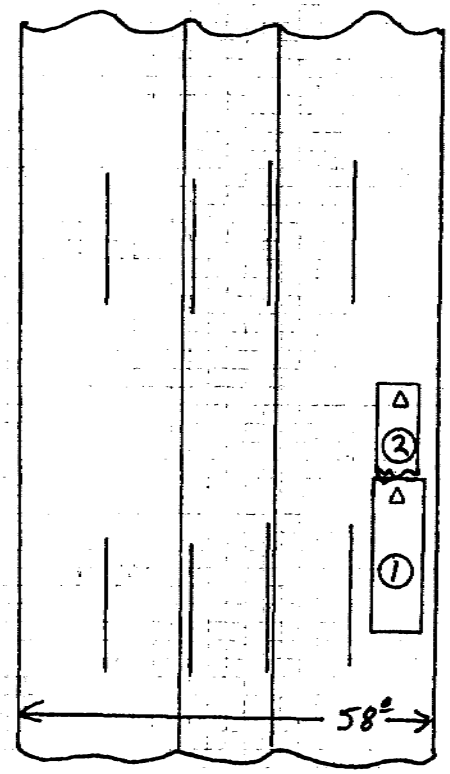


Case Number 2012 - 11603

Latitude ___ N Longitude ___ W Railroad Crossing Number ___

Roadway Orientation: Unit Number 01 NE/SW N; Unit Number 02 NE/SW N

Indicate North by Arrow



APOI = 393' N & 6' W
UNIT 1 SKID = 62'

COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event
01	34	00	00	00	34
02	34	00	00	00	34

First Harmful Event for the Entire Collision: 34

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway
21 Fell/Jumped From Motor Vehicle
22 Thrown Or Falling Object
23 Other Non-Collision

PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object

FIXED OBJECT:
40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

Remarks

UNIT 2'S DRIVER ADVISED HE WAS N/B ON NE 12TH AVENUE WHEN HE OBSERVED WITNESS STOUT CROSSING THE STREET E/B INFRONT OF HIM. UNIT 2 STOPPED TO AVOID HITTING WITNESS STOUT. UNIT 1 WAS N/B ON NE 12TH AVENUE FOLLOWING UNIT 2. UNIT 1 WAS UNABLE TO STOP AND REAR ENDED UNIT 2.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-127

File ID:	K-1213-127	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$244,000.00	**File Created:**	12/04/2012
File Name:	ODOT - K-1213-127 - Maintenance Overlay Project			**Final Action:**	

Title: CONTRACT NO. K-1213-127: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT STP-114B(301)AG, JOB PIECE NO. 29009(04) PAVEMENT OVERLAYS ON SEGMENTS OF TECUMSEH ROAD, 24TH AVENUE N.W., AND WEST LINDSEY STREET AND ADOPTION OF RESOLUTION NO. R-1213-80 AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-127 with ODOT; and, if approved, authorize execution of the contract and resolution; appropriate $90,215 from the Capital Fund Balance (050-0000-253.20-00) designating $45,108 to Project No. SC0521, Tecumseh: 48th NW - N. Interstate Drive West, Construction (050-9511-431.61-01); $21,200 to Project No. SC0522, Lindsey: Shadowridge - Ed Noble, Construction (050-9511-431.61-01); and $23,907, to Project No. SC0523, 24th NW: Boardwalk - Tee Drive, Construction (050-9511-431.61-01); and direct payment to ODOT in the amount of $244,000 for the City's 20% share.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 17

Attachments: Text File K-1213-127, K-1213-127, Tecumseh Road Location Map, 24th Avenue NW Location Map, Lindsey Street Location Map, Invoice 2900904.pdf, Requisition.pdf

Project Manager: Mike Rayburn, Assistant Traffic Engineer

Entered by: michelle.rudder@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-127

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Pavement overlay projects along functionally classified roadways are eligible for 80% federal funding.

On June 14, 2011, City Council approved Resolution R-1011-131 which was forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 80% of the construction cost of pavement overlays along the following roadway segments:

- Tecumseh Road, between 60th Avenue NW and Healthplex Parkway
- 24th Avenue NW, between Boardwalk and Tee Drive
- Lindsey Street, between 36th Avenue SW and Ed Noble Parkway

On September 25, 2012, City Council approved Contract No. K-1213-81 and Resolution No. 1213-55 in which the City agreed to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which for this project is 20% of the construction. The project was submitted to the Association of Central Oklahoma Governments (ACOG) and is included in the 2013 Element of the Regional Transportation Improvement Plan (TIP).

Construction plans were developed in-house by the Traffic Control Division and submitted to ODOT with a request to include the project in their January 2013 bid opening. In addition to the pavement overlays, the project includes new striping and some sidewalk and sidewalk ramp upgrades. The construction is anticipated to begin in the Spring of 2013 with completion of the work in early summer of the same year.

DESCRIPTION: The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and ODOT during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

The project was originally intended to be funded locally in its entirety. The availability of federal funds afforded staff the opportunity to increase the project scope and to pursue federal funding for the estimated $ 1.22 million dollar project. An estimated $976,000 (80%) in federal funds was secured, with $244,000 (20%) to be provided by local funds.

The Street Division has funds in three project numbers, set up for these particular streets under the Account No. 050-9511-431.61-01, totaling $153,785 that will be used to partially fund the City's $244,000 local share of the project. A supplemental appropriation of $90,215 from Capital Funds Balance Account No. 050-0000-253.20-00 is needed to fully fund the City's portion which has to be sent to ODOT before the project letting can occur.

RECOMMENDATION NO. 1: Staff recommends approval of Contract No. K-1213-127 and Resolution No. R-1213-80 with ODOT for the pavement overlays project on segments of Tecumseh Road, 24th Avenue NW, and West Lindsey Street.

RECOMMENDATION NO. 2: Staff also recommends authorization to issue payment to the Oklahoma Department of Transportation in the amount of $244,000 for the City's 20% local funding share of this project. To do this, staff recommends an appropriation of $90,215 from the Capital fund balance to supplement existing funds for this local share. If approved, the following adjustments to the construction accounts (050-9511-431.61-01) will be made as follows:

$45,108 to be appropriated to Project No. SC0521, Tecumseh: 48th NW - N. Interstate, Construction
$21,200 to be appropriated to Project No. SC0522, Lindsey: Shadowridge -Ed Noble, Construction
$23,907 to be appropriated to Project No. SC0523, 24th NW: Boardwalk - Tee Drive, Construction

STP-114B(301)AG 29009(04)

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STP-114B(301)AG, State Job Number 29009(04) and which consist of actual improvements as follows:

RESURFACING

Tecumseh Rd. between 60th Ave. NW & I-35, 24th Ave NW from Boardwalk/Parkland Dr. to Tee Dr., & Lindsey St. from. 36th Ave. SW to Ed Noble Pkwy

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely

examined these plans and does hereby warrant to the DEPARTMENT the CITY's complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.

7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance

with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

   A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 0.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

      (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

      (2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:

         (a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

         (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.

F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.

10 The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:

A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.

In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:

(1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

(2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public

auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

11 The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.

12 The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

13 The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption,

limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of $1,220,000.00 (including construction inspection) the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 80% of the participating project costs (estimated at $976,000.00). The City agrees that local funds shall be used to provide 20% of the participating project costs (estimated at $244,000.00) and 100% of the non-participating project costs (estimated at $0.00). The CITY's estimated total obligation is $244,000.00 (Two Hundred Forty Four Thousand dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.

16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.

17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.

18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.

19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.

20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility

for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.

23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

    A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

    B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

    C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

    D. The Secretary determines that such termination is in the best interest of the State.

STP-114B(301)AG 29009(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM
AND LEGALITY

City Attorney

City of Norman

Mayor

ATTEST:

City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government
Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

General Counsel

APPROVED:

Deputy Director/Chief Engineer

RESOLUTION NO. R-1213-80

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STP-114B(301)AG, State Job Number 29009(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

_____

Mayor

ATTEST:

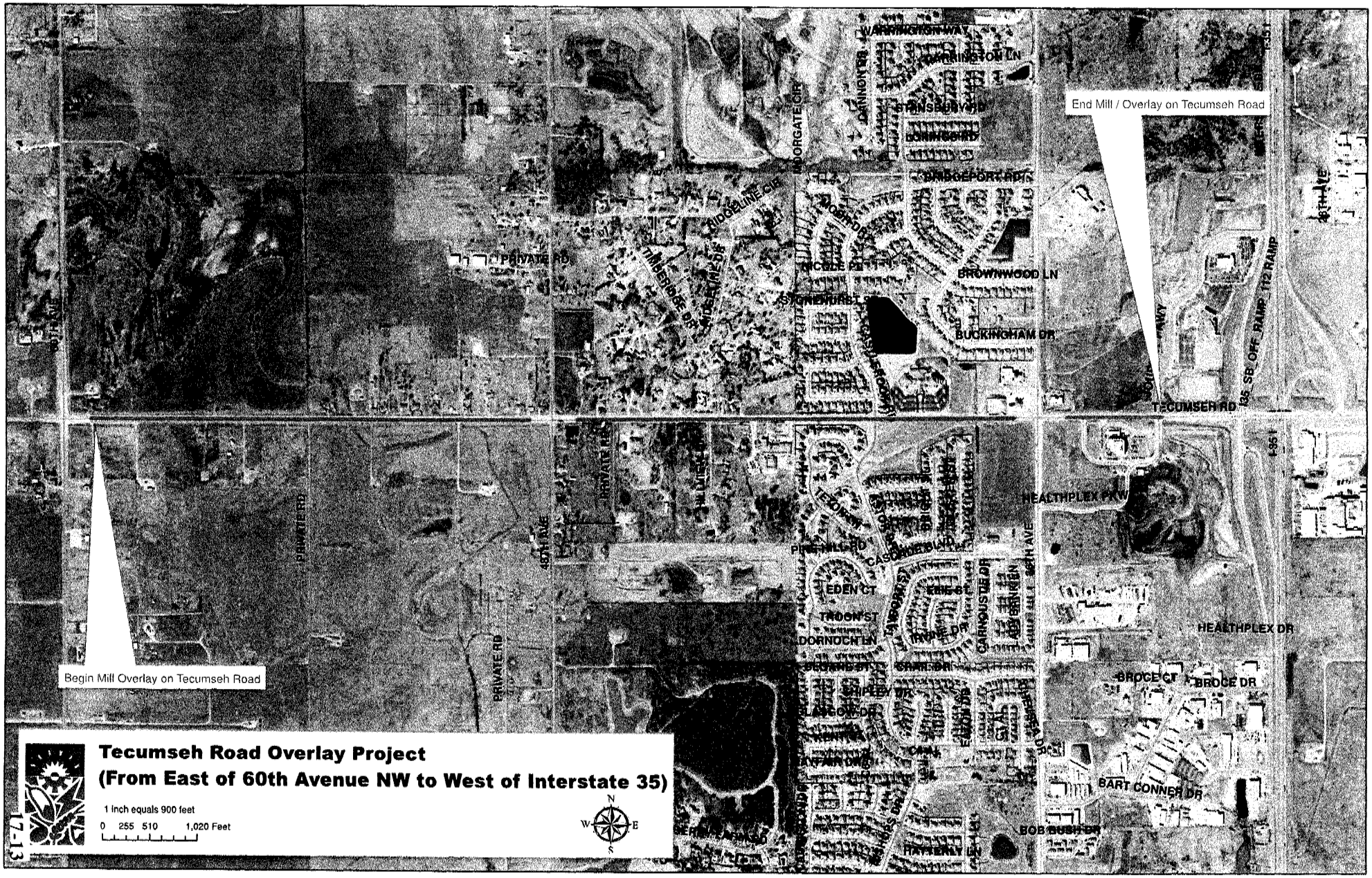
_____

City Clerk

Approved as to form and legality this 10 day of December, 2012

_____

City Attorney

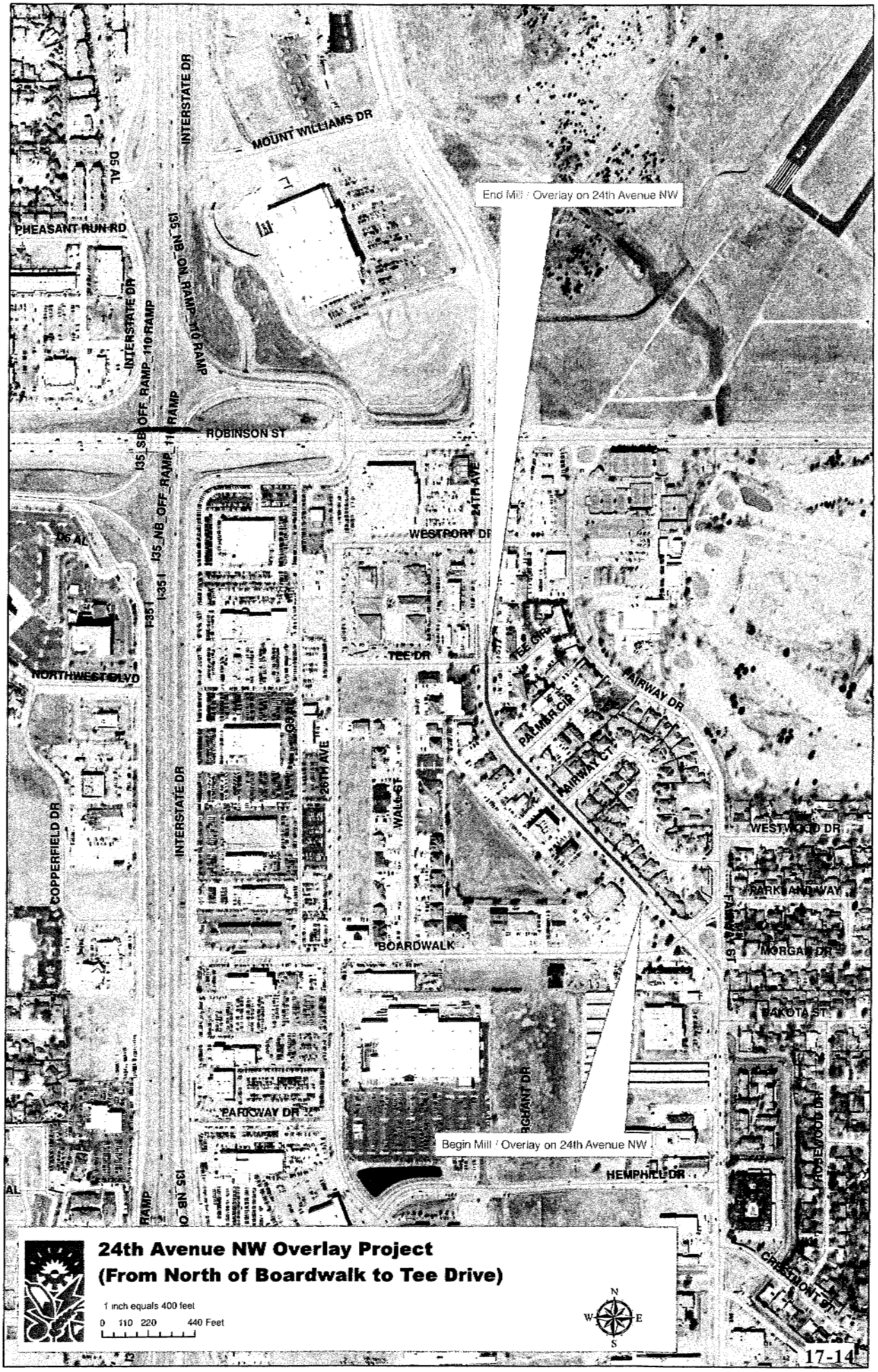


Tecumseh Road Overlay Project
(From East of 60th Avenue NW to West of Interstate 35)

1 Inch equals 900 feet

0 255 510 1,020 Feet

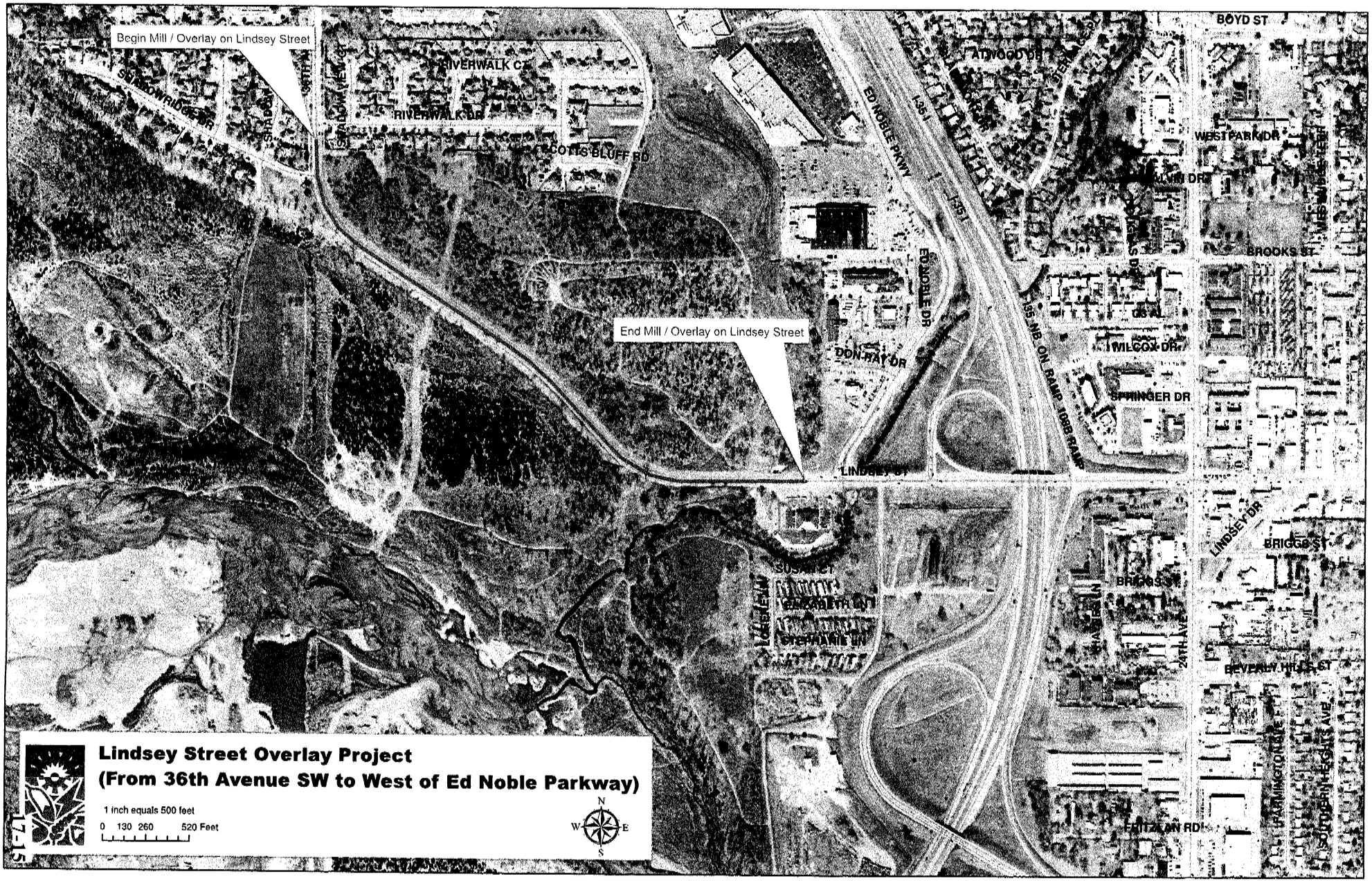
N W E S



24th Avenue NW Overlay Project
(From North of Boardwalk to Tee Drive)

1 inch equals 400 feet

0 110 220 440 Feet


Begin Mill / Overlay on Lindsey Street
End Mill / Overlay on Lindsey Street
RIVERWALK CT
RIVERWALK DR
SCOTTS BLUFF RD
ED NOBLE PKWY
I-35
ED NOBLE DR
DON RAY DR
LINDSEY ST
SUSAN CT
ELIZABETH LN
STEPHANIE LN
I35 NB ON RAMP 108B RAMP
ATWOOD DR
BOYD ST
WEST PARK DR
BROOKS ST
WILCOX DR
SPRINGER DR
LINDSEY DR
BRIGGS ST
24TH AVE
BEVERLY HILLS ST
FRITZLAN RD
PARMINGTON AVE
SOUTHERN HEIGHTS AVE
Lindsey Street Overlay Project
(From 36th Avenue SW to West of Ed Noble Parkway)
1 inch equals 500 feet
0 130 260 520 Feet
N
W
E
S

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

To: City of Norman
420 W. Main, Suite 700
Oklahoma City, OK 73102

Division Invoice No.: 29009(04)-1
Local Government Division
November 16, 2012

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: Upon Receipt Project Number: STP-114B(301)AG Job Piece Number: 29009(04) Initial Invoice Total Estimated Cost: Less Federal Share -			$1,220,000.00 ($ 976,000.00)
Accounting Use Only		**Invoice Total**	$ 244,000.00

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division

PURCHASE REQUISITION NBR: 0000210267

STATUS: DIVISION APPROVAL

REQUISITION BY: PSAYERS

REASON: CITY'S SHARE PROJECT NO. STP-114B(301)AG

DATE: 11/28/12

SHIP TO LOCATION: LINDSEY STREET YARD

SUGGESTED VENDOR: 1514 OKLAHOMA DEPT OF TRANSPORTATIO

DELIVER BY DATE: 11/28/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SC0521 TECUMSEH ROAD - NORTH INTERSTATE DRIVE WEST COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, HIGHWAY AND	1.00	EA	127535.0000	127535.00	
2	SC0522 LINDSEY ST - SHADOWRIDGE DR - ED NOBLE PKWY COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, HIGHWAY AND	1.00	EA	77899.0000	77899.00	
3	SC0523 24TH AVENUE NW - BOARDWALK - TEE DRIVE - O.D.O.T. PROJECT NO - DO NOT MAIL - COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, HIGHWAY AND	1.00	EA	38566.0000	38566.00	

REQUISITION TOTAL: 244000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05095114316101	Capital Projects Construction	SC0521 Tecumseh:48 NW-N Intersta	100.00	127535.00
2	05095114316101	Capital Projects Construction	SC0522 Lindsey:Shadowrdg-EdNoble	100.00	77899.00
3	05095114316101	Capital Projects Construction	SC0523 24th NW:Boardwalk-Tee Dr	100.00	38566.00
					244000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON CITY COUNCIL'S APPROVAL OF THE
APPROPRIATION DECEMBER 18, 2012 AGENDA
-
OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT NO STP-114B(301)AG
JOB PIECE NUMBER 29009(4)
TOTAL ESTIMATED COST $1,220,000.00
LESS FEDERAL SHARE 976,000.00
CITY'S SHARE $ 244,000.00
-

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-130

File ID:	K-1213-130	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	12/03/2012
File Name:	K-1213-130			**Final Action:**	

Title: CONTRACT NO. K-1213-130: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND ENGINEERING SERVICES AND TESTING, INC., (EST, INC.) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR CAPITAL PROJECTS FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS.

Notes: ACTION NEEDED: Acting as the City Council and the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-130 with EST, Inc.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 18

Attachments: Text File K-1213-130, K-1213-130

Project Manager: Josh Malwick, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-130

body

BACKGROUND: The City of Norman utilizes various engineering firms for a variety of construction testing services. Construction testing services include soil density tests, concrete strength tests, asphalt material analyses, etc. Council previously approved annual testing contracts on June 5, 2009 with Engineering Services & Testing, Inc. (EST), but this contract has expired.

DISCUSSION: The Engineering Division of the Public Works Department prepared a Request for Proposal to solicit new annual contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received five (5) proposals in August 2012. The selection committee included three (3) staff members consisting of Josh Malwick, Capital Projects Engineer; Jim Speck, Capital Projects Engineer; Tim Adams, Construction Inspector; and two (2) private citizens including Don Carter with the University of Oklahoma Physical Plant and Tom Knotts, retired University architect. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The ranked proposals were

reviewed and discussed by the selection committee and the top three (3) proposals were Engineering Services & Testing, Inc. (EST), Professional Service Industries, Inc. (PSI) and Cobb Engineering.

Staff has negotiated a contract EST, Inc. which identifies the unit rates for a variety of tasks associated with construction testing. EST, Inc. has signed the same contract that allows the City of Norman to utilize their services on an as-needed basis, pending availability of funds within each project. They have agreed to the same rates consistent with those charged to Oklahoma City. This will allow staff to distribute the workload fairly and evenly, as needed. This contract is for a period of one (1) year. It allows for the renewal of the contract for an additional two years, if desired. The contract has language that allows EST, Inc. to adjust their rates based on the current inflation rate at the end of each year. The City's scheduled projects will provide sufficient work for EST, Inc. to anticipate a greater workload than individual projects, which allows them to be more competitive with their hourly rates, thus saving the City money. The respective project managers will be afforded the flexibility to utilize these services in a more efficient manner and better manage their projects based on the consultants' capabilities and expertise as well as their availability to complete the project needs in a timely manner.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis. The City's average annual cost of these services over the previous 3-year contract period was $21,425/year.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-130 with EST, Inc., respectively, for construction testing services contract.

CONTRACT FOR CONSTRUCTION TESTING SERVICES

This contract for construction testing services ("Contract") is entered into this ____day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and EST Inc ("Consultant")

WITNESSETH:

CONTRACT NO. K-1213-130
CONSTRUCTION TESTING SERVICES

WHEREAS, the City/NUA requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the City/NUA to utilize the services contained in this contract on an as-needed basis for a period of one (1) year or longer as needed to complete any work started in that time frame from the date of the original Contract; and

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

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

A. *City/NUA*	City of Norman, OK, and/or Norman Utilities Authority as it applies to the specific project for which services are rendered.
B. *Engineer*	The officer or/agent of the City/NUA in charge of overseeing the specific project for which services are be rendered.
C. *Term of Contract*	The term of this Contract shall run from the date of execution through one (1) year.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the City/NUA, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction

testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

1) Coordinate and schedule testing activities with the City/NUA/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
2) Meet with staff for project discussions, coordination, and presentations as required.
3) Prior to initiation of the work, Consultant employees will attend health and safety meetings if required by the Contractor.
4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. <u>Changes in Work</u>

1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the City/NUA in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the City/NUA. In such case where the claim is found to be just, it

shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.

3. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City/NUA unless such work or service is first approved in writing by the City/NUA.

4. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the City/NUA agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.

5. Payments

Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the City/NUA will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The City/NUA agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the City/NUA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City/NUA or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

Claims over $12,500 require an Invoice Affidavit in accordance with state law. The City/NUA will review the invoice for payment. Should the City/NUA question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

6. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the City/NUA, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent

use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the City/NUA in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the City/NUA, with counsel satisfactory to the City/NUA. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the City/NUA and or their officers, agents and employees, from damages or injuries resulting from the negligence of the City/NUA, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.

7. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City/NUA and any participating public trust.

A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the City/NUA and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the City/NUA and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision.

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the City/NUA. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City/NUA. The required policies of insurance shall be performable in the Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City/NUA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the City/NUA and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the

City/NUA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the City/NUA such statement. The Construction Testing Consultant authorizes the City/NUA such to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the City/NUA.

B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the City/NUA.

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

D. The Construction Testing Consultant shall provide the City/NUA the following insurance:

(1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the

Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City/NUA's maximum liability under the Government Tort Claims Act, 51 O.S.§ 151 et seq., as amended from time to time and currently are:

a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars ($25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars ($125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

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

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

(3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	$125,000.00 $1,000,000.00	Limit each person Limit each accident
Property damage liability	$25,000.00 or	Limit each accident
Bodily injury and Property damage	$1,000,000.00	Combined single limit each accident

(4) Valuable paper insurance in an amount not less than $25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City/NUA upon completion, expiration, cancellation or termination of this Contract. The City/NUA is to be named as loss payee for its interest only.

(5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the City/NUA with a certificate of insurance evidencing the Construction Testing Consultant's

coverage under a Professional Liability Insurance Policy in an amount not less than $125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.

Any lapse of insurance coverage is declared a breach of this Contract. The City/NUA may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. Termination for Convenience. The City/NUA may terminate this Contract, in whole or in part, for the City/NUA's convenience. The City/NUA may terminate by delivery or a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.

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

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

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

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

9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the City/NUA's best interest.

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

To the City/NUA:

The City of Norman
201-A West Gray
Norman, Oklahoma

Address shall include specific Attn: to the Department and person representing the City/NUA as overseeing the specific City/NUA project for which services are being

rendered, telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

_____

_____

_____

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

11. Stop Work. Upon notice to the Construction Testing Consultant, the City/NUA may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City/NUA issues a stop work order to the Construction Testing Consultant, the City/NUA will provide a copy of such stop work order to the contractor.

12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.

13. Records and Accounts. During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the last completed project under this contract by the City/NUA, or until the final resolution of any outstanding disputes between the City/NUA and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City/NUA subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

    The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the City/NUA and the City/NUA's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City/NUA and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

14. Reporting to the City/NUA. The Construction Testing Consultant shall report to the City/NUA on a regular monthly basis and on an as needed basis.

15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Construction Testing Consultant to solicit or secure this Contract. The Construction

Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the City/NUA, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the City/NUA, indicating the length of extension required to perform a task, the City/NUA may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.

17. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City/NUA and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the City/NUA shall be at the City/NUA's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.

18. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.

19. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the City/NUA, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the City/NUA and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.

20. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:

    A. The Construction Testing Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The

Construction Testing Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The nondiscrimination shall agree to post in conspicuous places, available to employees and applicants for employment, all notices applicable by law.

B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City/NUA. The Construction Testing Consultant may be declared by the City/NUA ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.

C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

21. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the City/NUA, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

22. Termination for Default. The City/NUA may cancel this Contract in whole or in part, for failure of the Construction Testing Consultant to fulfill or promptly fulfill its obligations under this Contract.

A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.

B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the City/NUA any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the City/NUA may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City/NUA, the City/NUA shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to acceptance by the City/NUA. All sums claimed by such Construction Testing Consultant to be due owing for services performed prior to such assignment and acceptance by the City/NUA shall constitute a

debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the City/NUA shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the City/NUA's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.

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

23. Time Is of the Essence. Both the City/NUA and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City/NUA to timely object to the time of performance shall not waive any right of the City/NUA to object at a later time.

24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the City/NUA upon request within fourteen (14) days from the date of this Contract, to include the following information:

A. A list identifying each of its subcontractors and subconsultants;
B. The location of the principal of business of each subconsultant or subcontractor;
C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
D. The general scope of work to be performed by each subconsultant or subcontractor; and
E. The dollar amount of each subcontract.

26. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City/NUA and the Construction Testing Consultant concerning the Contract. Neither the City/NUA nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the City/NUA and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition

services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.

29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.

33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

34. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of the appropriate County.

35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the City/NUA.

36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this contract, including unit costs, is given by The City of Norman/NUA or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed a total of thirty-six (36) months for the duration of the entire contract. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months.
To this end, no provision of this contract, or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of The City of Norman/NUA to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City of Norman/NUA or in any way to restrict the freedom of the City of Norman NUA to exercise full discretion in its dealings with the Construction Testing Consultant.

In Witness Whereof, this Contract was executed and approved by the City of Norman this_____day of _____, 20__.

ATTEST:

Rachel M. Winstead
Secretary

President/Principal

Approved as to form and legality this 10th day of December 2012.

City Attorney

In Witness Whereof, this Contract was approved and executed by the City of Norman, Oklahoma and the Norman Utilities Authority this_____day of _____, 20__.

ATTEST:

The City of Norman/Norman Utilities Authority

City Clerk/Secretary

Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.		**Mobilization** (Technician – see Sec VIII for soil sampling mobe)	Per Trip	$50.00
II.		**Aggregate Testing**		
A.		Concrete Coarse Aggregates		
	1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$200
		Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	$33.25
	3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	$210.75
		a. Per Additional Cycle	Per Cycle	$36.50
		b. Plus preparation of Sample From Crushed Material	Per Sample	$29.50
	4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	$210.75
		a. Per Additional Cycle	Per Cycle	$36.50
		b. Plus preparation of Sample From Crushed Material	Per Sample	$29.50
	5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	$54.50
	6.	Specific Gravity and Absorption AASHTO T85 or ASTM C129	Per Test	$54.50
B.		Concrete Fine Aggregates		
	1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	$45.00
	2.	Fineness Modulus (Calculation Only)	Per Test	$17.50
	3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104	Per Test	$112.50
		Sulfate (1 to 5 Cycles)	Per Cycle	$42.50
	a.	Additional Cycles over 5	Per Cycle	$36.50
	b.	Plus Preparation of Sample From Crushed Material	Per Sample	$42.50
	4.	Specific Gravity	Per Test	$45.00
	5.	Absorption	Per Test	$33.25
C.		Miscellaneous Aggregates		
		Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.		**Asphalt Concrete and Hot Sand Asphalt Base**		
A		Cutting cores, 8" thickness or less AASHTO T168		
	1.	1 to 3 Cores	Per Core	$60.00
	2.	4 to More	Per Core	$52.00
	3.	Each Additional Inch over 8"	Per Inch	$7.75
	4.	9-point length measurement of core	Per Core	$19.25
	5.	Patching Core Hole (if required)	Per Hole	$14.00
B.		Extraction and Gradation OHD L-26, AASHTO T308 & T30		
		1. Ignition Oven Method	Per Test	$118.00
C.		Asphalt Field Density Test OHD L-14, AASHTO T166		
	1.	Cut-Out Method (Set of 3 cores)	Per set	$54.50
	2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
		a. 2 Test Minimum, Per Trip	Per Test	$47.25
		b. 3 or More Tests, Per Trip	Per Test	$41.50

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$165.50
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$165.50
F.	Sand Equivalent	Per Test	$85.00
G.	Specific Gravity (Rice Method)	Per Test	$71.00
H.	Retained Strength (Mix Design)	Per Test	$450.00

IV. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$177.25
B.	Field Density Test AASHTO T-310		
	1. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$45.00
	b. 3 or More Tests, Per Trip	Per Test	$41.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	$71.00
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
	1. Method "A" to include sampling	Per Test	$153.75
	2. Method "B" to include sampling	Per Test	$153.75
	3. Method "C" to include sampling	Per Test	$153.75
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
	3. Method "D" to include sampling	Per Test	$165.00
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	$65.00

V. Concrete

A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements)		
	Beams (3 or more)	Per Set	$99.25
	Additional Beams	Per trip	$33.25
B.	Concrete Beams, Storing and Testing	Per Beam	$24.25
C.	Cores, 8 Inch Thickness or Less		
	1. Each additional inch over 8 inches	Per Inch	$10.25
	2. One Core	Per Core	$91.25
	3. Two or More Cores	Per Core	$66.50
	4. 9-point length measurement of core	Per Core	$19.25
	5. Patching Core Hole (if required)	Per Hole	$15.50
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
	1. Four 6"x12" Cylinders	Per Cylinder	$21.00
	2. Five 4"x8" Cylinders	Per Cylinder	$16.80
E.	Concrete Cylinder, Storing and Testing		
	1. 6"x12" cylinder	Per Cylinder	$15.00
	2. 4"x8" cylinder	Per Cylinder	$12.00

Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)

F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	$27.50
G.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		$14.25
	2. Both ends		$23.75

I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	$472.50
	1. Slump additional test	Per Test	$26.50
	2. Air entertainment additional test	Per Test	$39.25
J.	Flowable Fill (Cement Grout)	Per Cylinder	$22.25
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	$88.50
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	$118.00
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	$139.00

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement Bend and Tensile Test	Per Test	$53.50
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	$70.00
	2. Field Inspection (AWS/CWI)#1	Per Hour	$70.00
	3. Ultrasonic (Man/Equipment)	Per Hour	$70.00
	4. Mag or Penetrant (Inspector)	Per Hour	$70.00
	5. Shear Stud Bend Test	Per Hour	$70.00
	6. Turn-of-Nut Tightening Test	Per Hour	$70.00

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	$59.25

VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	$181.00
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	$105.25
	2. ASTM 2487 Visual	Per Hour	$90.75
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	$75.50
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$44.50
	b. 3 or More Tests, Per Trip	Per Test	$41.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	$177.25
	1. Each additional location over 3 locations	Per Sample	$45.00
	2. Laboratory Soil Resistivity Test	Per Test	$52.00
E.	pH Test	Per Test	$36.25
F.	Electro-conductivity Test	Per Test	$150.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	$71.00
H.	Proctor Tests (See listing under Base Course)	Per Test	$153.75
I.	Moisture determination only	Per Test	$10.75
J.	Volumetric Density	Per Test	$17.75
K.	Test Borings, Soil Bearing Tests		
	1. Test Boring, Soil	Per Foot	$10.75
	2. Test Boring, Sandstone, Limestone		

		or Shale	Per Foot	$15.50
	3.	Coring Sandstone, Limestone or Shale	Per Foot	$50.00
	4.	Penetration Tests	Per Test	$30.00
	5.	Mobilization Charge		$220.00
	6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus $3.00/foot of grouted length	$71.00
L.		Unconfined Compressive Strength	Per Sample	$60.00
M.		Soil-Cement Stabilized Base Field Density	Per Sample	$48.25
N.		Soil-Lime Stabilized Base Field Density	Per Sample	$48.25
O.		One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	$386.00
P.		Consolidation, ASTM D2435	Per Test	$400.00
Q.		Permeability	Per Test	$220.00
R.		Sampling (Shelby Tube samples)	Per Test	$36.25
S.		Pressure Meter Test (3 Test Minimum per Boring)	Per Test	$496.25

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	$528.00
B.	Soil-Lime, Lime Assoc. Method	Per Design	$708.00
C.	pH Method	Per Design	$180.00
D.	Available Ca(OH)2 (Rapid Sugar)	Per Test	$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	$45.00
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	$51.25

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	$100.00
Technician:	Per Hour	$49.75

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	$59.25

XII. Asbestos Inspection & Sampling

A.	Bulk Sampling			
	1.	Field Inspector	Per Hour	$52.00
	2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	$20.75

B. Air Monitoring

1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	$442.75
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	$18.00
3.	Transmission Electron Microscopy Analysis	Per Sample	$216.50

XIII. Lead

A. Bulk Sampling

1.	Field Inspector	Per Hour	$53.50

B. Analysis Testing

1.	Paint Sample (chip)	Per Sample	$24.25
2.	Wipe Sample	Per Sample	$24.25
3.	Soil Sample	Per Sample	$30.00
4.	Air Sample	Per Sample	$24.25

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	$89.25
Technician	Per Hour	$49.75

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	$100.00
AWS Certified Welding Inspector	Per Hour	$70.00
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	$89.25
Technician	Per Hour	$49.75

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	$150.00
B.	Project Manager	Per Hour	$121.00
C.	Technician	Per Hour	$101.00

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-131

File ID:	K-1213-131	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	12/03/2012
File Name:	K-1213-131			**Final Action:**	

Title: CONTRACT NO. K-1213-131: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND PROFESSIONAL SERVICES INDUSTRIES (PSI) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR CAPITAL PROJECTS FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS.

Notes: ACTION NEEDED: Acting as the City Council and the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-131 with PSI; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 19

Attachments: Text File K-1213-131, K-1213-131

Project Manager: Josh Malwick, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-131

body

BACKGROUND: The City of Norman utilizes various engineering firms for a variety of construction testing services. Construction testing services include soil density tests, concrete strength tests, asphalt material analyses, etc. Council previously approved annual testing contracts on June 5, 2009 with Engineering Services & Testing, Inc. (EST), but this contract has expired.

DISCUSSION: The Engineering Division of the Public Works Department prepared a Request for Proposal to solicit new annual contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received five (5) proposals in August 2012. The selection committee included three (3) staff members consisting of Josh Malwick, Capital Projects Engineer; Jim Speck, Capital Projects Engineer;

Tim Adams, Construction Inspector; and two (2) private citizens including Don Carter with the University of Oklahoma Physical Plant and Tom Knotts, retired University architect. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The ranked proposals were reviewed and discussed by the selection committee and the top three (3) proposals were Engineering Services & Testing, Inc. (EST), Professional Service Industries, Inc. (PSI) and Cobb Engineering.

Staff has negotiated a contract EST, Inc. which identifies the unit rates for a variety of tasks associated with construction testing. EST, Inc. has signed the same contract that allows the City of Norman to utilize their services on an as-needed basis, pending availability of funds within each project. They have agreed to the same rates consistent with those charged to Oklahoma City. This will allow staff to distribute the workload fairly and evenly, as needed. This contract is for a period of one (1) year. It allows for the renewal of the contract for an additional two years, if desired. The contract has language that allows EST, Inc. to adjust their rates based on the current inflation rate at the end of each year. The City's scheduled projects will provide sufficient work for EST, Inc. to anticipate a greater workload than individual projects, which allows them to be more competitive with their hourly rates, thus saving the City money. The respective project managers will be afforded the flexibility to utilize these services in a more efficient manner and better manage their projects based on the consultants' capabilities and expertise as well as their availability to complete the project needs in a timely manner.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis. The City's average annual cost of these services over the previous 3-year contract period was $21,425/year.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-130 with EST, Inc., respectively, for construction testing services contract.

CONTRACT FOR CONSTRUCTION TESTING SERVICES

This contract for construction testing services ("Contract") is entered into this ____day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Professional Services Industries ("Consultant")

WITNESSETH:

CONTRACT NO. K-1213-131
CONSTRUCTION TESTING SERVICES

WHEREAS, the City/NUA requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the City/NUA to utilize the services contained in this contract on an as-needed basis for a period of one (1) year or longer as needed to complete any work started in that time frame from the date of the original Contract; and

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

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

A. *City/NUA*	City of Norman, OK, and/or Norman Utilities Authority as it applies to the specific project for which services are rendered.
B. *Engineer*	The officer or/agent of the City/NUA in charge of overseeing the specific project for which services are be rendered.
C. *Term of Contract*	The term of this Contract shall run from the date of execution through one (1) year.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the City/NUA, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction

testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

1) Coordinate and schedule testing activities with the City/NUA/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
2) Meet with staff for project discussions, coordination, and presentations as required.
3) Prior to initiation of the work, Consultant employees will attend health and safety meetings if required by the Contractor.
4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. <u>Changes in Work</u>

1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the City/NUA in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the City/NUA. In such case where the claim is found to be just, it

shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.

3. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City/NUA unless such work or service is first approved in writing by the City/NUA.

4. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the City/NUA agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.

5. Payments

Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the City/NUA will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The City/NUA agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the City/NUA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City/NUA or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

Claims over $12,500 require an Invoice Affidavit in accordance with state law. The City/NUA will review the invoice for payment. Should the City/NUA question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

6. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the City/NUA, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent

use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the City/NUA in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the City/NUA, with counsel satisfactory to the City/NUA. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the City/NUA and or their officers, agents and employees, from damages or injuries resulting from the negligence of the City/NUA, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.

7. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City/NUA and any participating public trust.

A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the City/NUA and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the City/NUA and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision.

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the City/NUA. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City/NUA. The required policies of insurance shall be performable in the Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City/NUA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the City/NUA and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the

City/NUA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the City/NUA such statement. The Construction Testing Consultant authorizes the City/NUA such to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the City/NUA.

B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the City/NUA.

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

D. The Construction Testing Consultant shall provide the City/NUA the following insurance:

(1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the

Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City/NUA's maximum liability under the Government Tort Claims Act, 51 O.S.§ 151 et seq., as amended from time to time and currently are:

a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars ($25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars ($125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

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

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

(3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	$125,000.00 $1,000,000.00	Limit each person Limit each accident
Property damage liability	$25,000.00 or	Limit each accident
Bodily injury and Property damage	$1,000,000.00	Combined single limit each accident

(4) Valuable paper insurance in an amount not less than $25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City/NUA upon completion, expiration, cancellation or termination of this Contract. The City/NUA is to be named as loss payee for its interest only.

(5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the City/NUA with a certificate of insurance evidencing the Construction Testing Consultant's

coverage under a Professional Liability Insurance Policy in an amount not less than $125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.

Any lapse of insurance coverage is declared a breach of this Contract. The City/NUA may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. Termination for Convenience. The City/NUA may terminate this Contract, in whole or in part, for the City/NUA's convenience. The City/NUA may terminate by delivery or a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.

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

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

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

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

9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the City/NUA's best interest.

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

To the City/NUA:

The City of Norman
201-A West Gray
Norman, Oklahoma

Address shall include specific Attn: to the Department and person representing the City/NUA as overseeing the specific City/NUA project for which services are being

rendered, telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

_____

_____

_____

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

11. Stop Work. Upon notice to the Construction Testing Consultant, the City/NUA may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City/NUA issues a stop work order to the Construction Testing Consultant, the City/NUA will provide a copy of such stop work order to the contractor.

12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.

13. Records and Accounts. During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the last completed project under this contract by the City/NUA, or until the final resolution of any outstanding disputes between the City/NUA and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City/NUA subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

    The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the City/NUA and the City/NUA's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City/NUA and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

14. Reporting to the City/NUA. The Construction Testing Consultant shall report to the City/NUA on a regular monthly basis and on an as needed basis.

15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Construction Testing Consultant to solicit or secure this Contract. The Construction

Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the City/NUA, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the City/NUA, indicating the length of extension required to perform a task, the City/NUA may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.

17. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City/NUA and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the City/NUA shall be at the City/NUA's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.

18. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.

19. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the City/NUA, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the City/NUA and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.

20. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:

    A. The Construction Testing Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The

Construction Testing Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The nondiscrimination shall agree to post in conspicuous places, available to employees and applicants for employment, all notices applicable by law.

B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City/NUA. The Construction Testing Consultant may be declared by the City/NUA ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.

C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

21. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the City/NUA, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

22. Termination for Default. The City/NUA may cancel this Contract in whole or in part, for failure of the Construction Testing Consultant to fulfill or promptly fulfill its obligations under this Contract.

A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.

B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the City/NUA any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the City/NUA may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City/NUA, the City/NUA shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to acceptance by the City/NUA. All sums claimed by such Construction Testing Consultant to be due owing for services performed prior to such assignment and acceptance by the City/NUA shall constitute a

debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the City/NUA shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the City/NUA's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.

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

23. Time Is of the Essence. Both the City/NUA and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City/NUA to timely object to the time of performance shall not waive any right of the City/NUA to object at a later time.

24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the City/NUA upon request within fourteen (14) days from the date of this Contract, to include the following information:

A. A list identifying each of its subcontractors and subconsultants;
B. The location of the principal of business of each subconsultant or subcontractor;
C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
D. The general scope of work to be performed by each subconsultant or subcontractor; and
E. The dollar amount of each subcontract.

26. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City/NUA and the Construction Testing Consultant concerning the Contract. Neither the City/NUA nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the City/NUA and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition

services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.

29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.

33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

34. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of the appropriate County.

35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the City/NUA.

36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this contract, including unit costs, is given by The City of Norman/NUA or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed a total of thirty-six (36) months for the duration of the entire contract. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months.
To this end, no provision of this contract, or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of The City of Norman/NUA to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City of Norman/NUA or in any way to restrict the freedom of the City of Norman NUA to exercise full discretion in its dealings with the Construction Testing Consultant.

In Witness Whereof, this Contract was executed and approved by the City of Norman this_____day of _____, 20__.

ATTEST:

Secretary

District Manager

Approved as to form and legality this 10th day of December 20 12.

City Attorney

In Witness Whereof, this Contract was approved and executed by the City of Norman, Oklahoma and the Norman Utilities Authority this_____day of _____, 20__.

ATTEST:

The City of Norman/Norman Utilities Authority

City Clerk/Secretary

Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.	**Mobilization** (Technician – see Sec VIII for soil sampling mobe)	Per Trip	$50.00
II.	**Aggregate Testing**		
A.	Concrete Coarse Aggregates		
1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$200
	Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	$33.25
3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	$210.75
a.	Per Additional Cycle	Per Cycle	$36.50
b.	Plus preparation of Sample From Crushed Material	Per Sample	$29.50
4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	$210.75
a.	Per Additional Cycle	Per Cycle	$36.50
b.	Plus preparation of Sample From Crushed Material	Per Sample	$29.50
5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	$54.50
6.	Specific Gravity and Absorption AASHTO T85 or ASTM C129	Per Test	$54.50
B.	Concrete Fine Aggregates		
1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	$45.00
2.	Fineness Modulus (Calculation Only)	Per Test	$17.50
3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104	Per Test	$112.50
	Sulfate (1 to 5 Cycles)	Per Cycle	$42.50
a.	Additional Cycles over 5	Per Cycle	$36.50
b.	Plus Preparation of Sample From Crushed Material	Per Sample	$42.50
4.	Specific Gravity	Per Test	$45.00
5.	Absorption	Per Test	$33.25
C.	Miscellaneous Aggregates		
	Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.	**Asphalt Concrete and Hot Sand Asphalt Base**		
A	Cutting cores, 8" thickness or less AASHTO T168		
1.	1 to 3 Cores	Per Core	$60.00
2.	4 to More	Per Core	$52.00
3.	Each Additional Inch over 8"	Per Inch	$7.75
4.	9-point length measurement of core	Per Core	$19.25
5.	Patching Core Hole (if required)	Per Hole	$14.00
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
	1. Ignition Oven Method	Per Test	$118.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
1.	Cut-Out Method (Set of 3 cores)	Per set	$54.50
2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	$47.25
b.	3 or More Tests, Per Trip	Per Test	$41.50

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$165.50
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$165.50
F.	Sand Equivalent	Per Test	$85.00
G.	Specific Gravity (Rice Method)	Per Test	$71.00
H.	Retained Strength (Mix Design)	Per Test	$450.00

IV. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$177.25
B.	Field Density Test AASHTO T-310		
	1. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$45.00
	b. 3 or More Tests, Per Trip	Per Test	$41.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	$71.00
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
	1. Method "A" to include sampling	Per Test	$153.75
	2. Method "B" to include sampling	Per Test	$153.75
	3. Method "C" to include sampling	Per Test	$153.75
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
	3. Method "D" to include sampling	Per Test	$165.00
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	$65.00

V. Concrete

A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements)		
	Beams (3 or more)	Per Set	$99.25
	Additional Beams	Per trip	$33.25
B.	Concrete Beams, Storing and Testing	Per Beam	$24.25
C.	Cores, 8 Inch Thickness or Less		
	1. Each additional inch over 8 inches	Per Inch	$10.25
	2. One Core	Per Core	$91.25
	3. Two or More Cores	Per Core	$66.50
	4. 9-point length measurement of core	Per Core	$19.25
	5. Patching Core Hole (if required)	Per Hole	$15.50
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
	1. Four 6"x12" Cylinders	Per Cylinder	$21.00
	2. Five 4"x8" Cylinders	Per Cylinder	$16.80
E.	Concrete Cylinder, Storing and Testing		
	1. 6"x12" cylinder	Per Cylinder	$15.00
	2. 4"x8" cylinder	Per Cylinder	$12.00

Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)

F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	$27.50
G.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		$14.25
	2. Both ends		$23.75

I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	$472.50
	1. Slump additional test	Per Test	$26.50
	2. Air entertainment additional test	Per Test	$39.25
J.	Flowable Fill (Cement Grout)	Per Cylinder	$22.25
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	$88.50
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	$118.00
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	$139.00

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement		
	Bend and Tensile Test	Per Test	$53.50
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	$70.00
	2. Field Inspection (AWS/CWI)#1	Per Hour	$70.00
	3. Ultrasonic (Man/Equipment)	Per Hour	$70.00
	4. Mag or Penetrant (Inspector)	Per Hour	$70.00
	5. Shear Stud Bend Test	Per Hour	$70.00
	6. Turn-of-Nut Tightening Test	Per Hour	$70.00

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	$59.25

VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	$181.00
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	$105.25
	2. ASTM 2487 Visual	Per Hour	$90.75
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	$75.50
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$44.50
	b. 3 or More Tests, Per Trip	Per Test	$41.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	$177.25
	1. Each additional location over 3 locations	Per Sample	$45.00
	2. Laboratory Soil Resistivity Test	Per Test	$52.00
E.	pH Test	Per Test	$36.25
F.	Electro-conductivity Test	Per Test	$150.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	$71.00
H.	Proctor Tests (See listing under Base Course)	Per Test	$153.75
I.	Moisture determination only	Per Test	$10.75
J.	Volumetric Density	Per Test	$17.75
K.	Test Borings, Soil Bearing Tests		
	1. Test Boring, Soil	Per Foot	$10.75
	2. Test Boring, Sandstone, Limestone		

		or Shale	Per Foot	$15.50
	3.	Coring Sandstone, Limestone or Shale	Per Foot	$50.00
	4.	Penetration Tests	Per Test	$30.00
	5.	Mobilization Charge		$220.00
	6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus $3.00/foot of grouted length	$71.00
L.		Unconfined Compressive Strength	Per Sample	$60.00
M.		Soil-Cement Stabilized Base Field Density	Per Sample	$48.25
N.		Soil-Lime Stabilized Base Field Density	Per Sample	$48.25
O.		One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	$386.00
P.		Consolidation, ASTM D2435	Per Test	$400.00
Q.		Permeability	Per Test	$220.00
R.		Sampling (Shelby Tube samples)	Per Test	$36.25
S.		Pressure Meter Test (3 Test Minimum per Boring)	Per Test	$496.25

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	$528.00
B.	Soil-Lime, Lime Assoc. Method	Per Design	$708.00
C.	pH Method	Per Design	$180.00
D.	Available Ca(OH)2 (Rapid Sugar)	Per Test	$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	$45.00
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	$51.25

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	$100.00
Technician:	Per Hour	$49.75

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	$59.25

XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
	1. Field Inspector	Per Hour	$52.00
	2. Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	$20.75

B. Air Monitoring

1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	$442.75
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	$18.00
3.	Transmission Electron Microscopy Analysis	Per Sample	$216.50

XIII. Lead

A. Bulk Sampling

1.	Field Inspector	Per Hour	$53.50

B. Analysis Testing

1.	Paint Sample (chip)	Per Sample	$24.25
2.	Wipe Sample	Per Sample	$24.25
3.	Soil Sample	Per Sample	$30.00
4.	Air Sample	Per Sample	$24.25

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	$89.25
Technician	Per Hour	$49.75

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	$100.00
AWS Certified Welding Inspector	Per Hour	$70.00
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	$89.25
Technician	Per Hour	$49.75

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	$150.00
B.	Project Manager	Per Hour	$121.00
C.	Technician	Per Hour	$101.00

K-1213-131

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2012

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
Marsh USA Inc.
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360

J19623-PSI-GAWUP-12-13 GAWPr N Y

INSURED
PROFESSIONAL SERVICE INDUSTRIES, INC.
801 S.E. 59TH STREET
OKLAHOMA CITY, OK 73129

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. Of America	25674
INSURER B : N/A	N/A
INSURER C : Lexington Insurance Company	19437
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-003887318-01 **REVISION NUMBER:** 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PROD / COMPLETED OPS. X CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TC2JGLSA8042X73ATIL12	03/01/2012	03/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TC2JCAP8042X741TIL12	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC20UB824K294A12 (AOS) TROUB8042X76512 (AZ, MA, OR, WI)	03/01/2012 03/01/2012	03/01/2013 03/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			020720814 SIR: $1,000,000	03/01/2012	03/01/2013	EACH CLAIM AGGREGATE	1,000,000 1,000,000

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

RE: CONSTRUCTION TESTING SERVICES ANNUAL CONTRACT - VARIOUS PROJECTS.

CITY/NUA IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION AND PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER

CITY/NUA
ATTN: JOSH MALWICK
201-A WEST GRAY
NORMAN, OK 73069

CANCELLATION

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 of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-132

File ID:	K-1213-132	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	12/03/2012
File Name:	K-1213-132 Cobb Engineering			**Final Action:**	

Title: CONTRACT NO. K-1213-132: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND COBB ENGINEERING, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR CAPITAL PROJECTS FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS.

Notes: ACTION NEEDED: Acting as the City Council and Norman Utilities Authority, motion to approve or reject Contract No. K-1213-132 with Cobb Engineering, Inc.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 20

Attachments: Text File K-1213-132, K-1213-132

Project Manager: Josh Malwick, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-132

body

BACKGROUND: The City of Norman utilizes various engineering firms for a variety of construction testing services. Construction testing services include soil density tests, concrete strength tests, asphalt material analyses, etc. Council previously approved annual testing contracts on June 5, 2009 with Cobb Engineering, but this contract has expired.

DISCUSSION: The Engineering Division of the Public Works Department prepared a Request for Proposal to solicit new annual contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received five (5) proposals in August 2012. The selection committee included three (3) staff members consisting of Josh Malwick, Capital Projects Engineer; Jim Speck, Capital Projects Engineer; Tim Adams, Construction Inspector; and two (2) private citizens including Don Carter with the University of Oklahoma Physical Plant and Tom Knotts, retired University architect. Each committee member independently

scored each proposal on a point scale as defined in the Request for Proposal. The ranked proposals were reviewed and discussed by the selection committee and the top three (3) proposals were Engineering Services & Testing, Inc. (EST), Professional Service Industries, Inc. (PSI) and Cobb Engineering.

Staff has negotiated a contract Cobb Engineering which identifies the unit rates for a variety of tasks associated with construction testing. Cobb Engineering has signed the same contract that allows the City of Norman to utilize their services on an as-needed basis, pending availability of funds within each project. They have agreed to the same rates consistent with those charged to Oklahoma City. This will allow staff to distribute the workload fairly and evenly, as needed. This contract is for a period of one (1) year. It allows for the renewal of the contract for an additional two years, if desired. The contract has language that allows Cobb Engineering to adjust their rates based on the current inflation rate at the end of each year. The City's scheduled projects will provide sufficient work for Cobb Engineering to anticipate a greater workload than individual projects, which allows them to be more competitive with their hourly rates, thus saving the City money. The respective project managers will be afforded the flexibility to utilize these services in a more efficient manner and better manage their projects based on the consultants' capabilities and expertise as well as their availability to complete the project needs in a timely manner.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis. The City's average annual cost of these services over the previous 3-year contract period was $21,425/year.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-132 with Cobb Engineering, respectively, for construction testing services contract.

CONTRACT FOR CONSTRUCTION TESTING SERVICES

This contract for construction testing services ("Contract") is entered into this ____day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Cobb Engineering Company ("Consultant")

WITNESSETH:

CONTRACT NO. K-1213-132
CONSTRUCTION TESTING SERVICES

WHEREAS, the City/NUA requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the City/NUA to utilize the services contained in this contract on an as-needed basis for a period of one (1) year or longer as needed to complete any work started in that time frame from the date of the original Contract; and

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

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

A. *City/NUA*	City of Norman, OK, and/or Norman Utilities Authority as it applies to the specific project for which services are rendered.
B. *Engineer*	The officer or/agent of the City/NUA in charge of overseeing the specific project for which services are be rendered.
C. *Term of Contract*	The term of this Contract shall run from the date of execution through one (1) year.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the City/NUA, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction

testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

1) Coordinate and schedule testing activities with the City/NUA/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
2) Meet with staff for project discussions, coordination, and presentations as required.
3) Prior to initiation of the work, Consultant employees will attend health and safety meetings if required by the Contractor.
4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. <u>Changes in Work</u>

1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the City/NUA in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the City/NUA. In such case where the claim is found to be just, it

shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.

3. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City/NUA unless such work or service is first approved in writing by the City/NUA.

4. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the City/NUA agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.

5. Payments

Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the City/NUA will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The City/NUA agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the City/NUA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City/NUA or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

Claims over $12,500 require an Invoice Affidavit in accordance with state law. The City/NUA will review the invoice for payment. Should the City/NUA question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

6. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the City/NUA, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent

use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the City/NUA in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the City/NUA, with counsel satisfactory to the City/NUA. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the City/NUA and or their officers, agents and employees, from damages or injuries resulting from the negligence of the City/NUA, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.

7. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City/NUA and any participating public trust.

A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the City/NUA and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the City/NUA and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision.

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the City/NUA. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City/NUA. The required policies of insurance shall be performable in the Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City/NUA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the City/NUA and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the

City/NUA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the City/NUA such statement. The Construction Testing Consultant authorizes the City/NUA such to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the City/NUA.

B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the City/NUA.

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

D. The Construction Testing Consultant shall provide the City/NUA the following insurance:

(1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the

Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City/NUA's maximum liability under the Government Tort Claims Act, 51 O.S.§ 151 et seq., as amended from time to time and currently are:

a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars ($25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars ($125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

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

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

(3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	$125,000.00 $1,000,000.00	Limit each person Limit each accident
Property damage liability	$25,000.00 or	Limit each accident
Bodily injury and Property damage	$1,000,000.00	Combined single limit each accident

(4) Valuable paper insurance in an amount not less than $25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City/NUA upon completion, expiration, cancellation or termination of this Contract. The City/NUA is to be named as loss payee for its interest only.

(5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the City/NUA with a certificate of insurance evidencing the Construction Testing Consultant's

coverage under a Professional Liability Insurance Policy in an amount not less than $125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.

Any lapse of insurance coverage is declared a breach of this Contract. The City/NUA may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. Termination for Convenience. The City/NUA may terminate this Contract, in whole or in part, for the City/NUA's convenience. The City/NUA may terminate by delivery or a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.

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

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

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

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

9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the City/NUA's best interest.

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

To the City/NUA:

The City of Norman
201-A West Gray
Norman, Oklahoma

Address shall include specific Attn: to the Department and person representing the City/NUA as overseeing the specific City/NUA project for which services are being

rendered, telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

_____

_____

_____

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

11. Stop Work. Upon notice to the Construction Testing Consultant, the City/NUA may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City/NUA issues a stop work order to the Construction Testing Consultant, the City/NUA will provide a copy of such stop work order to the contractor.

12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.

13. Records and Accounts. During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the last completed project under this contract by the City/NUA, or until the final resolution of any outstanding disputes between the City/NUA and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City/NUA subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

    The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the City/NUA and the City/NUA's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City/NUA and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

14. Reporting to the City/NUA. The Construction Testing Consultant shall report to the City/NUA on a regular monthly basis and on an as needed basis.

15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Construction Testing Consultant to solicit or secure this Contract. The Construction

Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the City/NUA, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the City/NUA, indicating the length of extension required to perform a task, the City/NUA may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.

17. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City/NUA and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the City/NUA shall be at the City/NUA's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.

18. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.

19. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the City/NUA, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the City/NUA and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.

20. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:

    A. The Construction Testing Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The

Construction Testing Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The nondiscrimination shall agree to post in conspicuous places, available to employees and applicants for employment, all notices applicable by law.

B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City/NUA. The Construction Testing Consultant may be declared by the City/NUA ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.

C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

21. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the City/NUA, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

22. Termination for Default. The City/NUA may cancel this Contract in whole or in part, for failure of the Construction Testing Consultant to fulfill or promptly fulfill its obligations under this Contract.

A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.

B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the City/NUA any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the City/NUA may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City/NUA, the City/NUA shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to acceptance by the City/NUA. All sums claimed by such Construction Testing Consultant to be due owing for services performed prior to such assignment and acceptance by the City/NUA shall constitute a

debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the City/NUA shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the City/NUA's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.

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

23. Time Is of the Essence. Both the City/NUA and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City/NUA to timely object to the time of performance shall not waive any right of the City/NUA to object at a later time.

24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the City/NUA upon request within fourteen (14) days from the date of this Contract, to include the following information:

A. A list identifying each of its subcontractors and subconsultants;
B. The location of the principal of business of each subconsultant or subcontractor;
C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
D. The general scope of work to be performed by each subconsultant or subcontractor; and
E. The dollar amount of each subcontract.

26. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City/NUA and the Construction Testing Consultant concerning the Contract. Neither the City/NUA nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the City/NUA and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition

services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.

29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.

33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

34. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of the appropriate County.

35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the City/NUA.

36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this contract, including unit costs, is given by The City of Norman/NUA or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed a total of thirty-six (36) months for the duration of the entire contract. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months.
To this end, no provision of this contract, or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of The City of Norman/NUA to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City of Norman/NUA or in any way to restrict the freedom of the City of Norman NUA to exercise full discretion in its dealings with the Construction Testing Consultant.

In Witness Whereof, this Contract was executed and approved by the City of Norman this_____day of _____, 20__.

ATTEST:

COBB ENGINEERING COMPANY CORPORATE SEAL OKLAHOMA

Secretary

President/Principal

Approved as to form and legality this 10th day of December 2012

City Attorney

In Witness Whereof, this Contract was approved and executed by the City of Norman, Oklahoma and the Norman Utilities Authority this_____day of _____, 20__.

ATTEST:

The City of Norman/Norman Utilities Authority

City Clerk/Secretary

Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.		**Mobilization** (Technician – see Sec VIII for soil sampling mobe)	Per Trip	$50.00
II.		**Aggregate Testing**		
A.		Concrete Coarse Aggregates		
	1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$200
		Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	$33.25
	3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	$210.75
		a. Per Additional Cycle	Per Cycle	$36.50
		b. Plus preparation of Sample From Crushed Material	Per Sample	$29.50
	4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	$210.75
		a. Per Additional Cycle	Per Cycle	$36.50
		b. Plus preparation of Sample From Crushed Material	Per Sample	$29.50
	5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	$54.50
	6.	Specific Gravity and Absorption AASHTO T85 or ASTM C129	Per Test	$54.50
B.		Concrete Fine Aggregates		
	1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	$45.00
	2.	Fineness Modulus (Calculation Only)	Per Test	$17.50
	3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104	Per Test	$112.50
		Sulfate (1 to 5 Cycles)	Per Cycle	$42.50
	a.	Additional Cycles over 5	Per Cycle	$36.50
	b.	Plus Preparation of Sample From Crushed Material	Per Sample	$42.50
	4.	Specific Gravity	Per Test	$45.00
	5.	Absorption	Per Test	$33.25
C.		Miscellaneous Aggregates		
		Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.		**Asphalt Concrete and Hot Sand Asphalt Base**		
A		Cutting cores, 8" thickness or less AASHTO T168		
	1.	1 to 3 Cores	Per Core	$60.00
	2.	4 to More	Per Core	$52.00
	3.	Each Additional Inch over 8"	Per Inch	$7.75
	4.	9-point length measurement of core	Per Core	$19.25
	5.	Patching Core Hole (if required)	Per Hole	$14.00
B.		Extraction and Gradation OHD L-26, AASHTO T308 & T30		
		1. Ignition Oven Method	Per Test	$118.00
C.		Asphalt Field Density Test OHD L-14, AASHTO T166		
	1.	Cut-Out Method (Set of 3 cores)	Per set	$54.50
	2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
		a. 2 Test Minimum, Per Trip	Per Test	$47.25
		b. 3 or More Tests, Per Trip	Per Test	$41.50

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$165.50
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$165.50
F.	Sand Equivalent	Per Test	$85.00
G.	Specific Gravity (Rice Method)	Per Test	$71.00
H.	Retained Strength (Mix Design)	Per Test	$450.00

IV. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$177.25
B.	Field Density Test AASHTO T-310		
	1. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$45.00
	b. 3 or More Tests, Per Trip	Per Test	$41.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	$71.00
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
	1. Method "A" to include sampling	Per Test	$153.75
	2. Method "B" to include sampling	Per Test	$153.75
	3. Method "C" to include sampling	Per Test	$153.75
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
	3. Method "D" to include sampling	Per Test	$165.00
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	$65.00

V. Concrete

A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements)		
	Beams (3 or more)	Per Set	$99.25
	Additional Beams	Per trip	$33.25
B.	Concrete Beams, Storing and Testing	Per Beam	$24.25
C.	Cores, 8 Inch Thickness or Less		
	1. Each additional inch over 8 inches	Per Inch	$10.25
	2. One Core	Per Core	$91.25
	3. Two or More Cores	Per Core	$66.50
	4. 9-point length measurement of core	Per Core	$19.25
	5. Patching Core Hole (if required)	Per Hole	$15.50
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
	1. Four 6"x12" Cylinders	Per Cylinder	$21.00
	2. Five 4"x8" Cylinders	Per Cylinder	$16.80
E.	Concrete Cylinder, Storing and Testing		
	1. 6"x12" cylinder	Per Cylinder	$15.00
	2. 4"x8" cylinder	Per Cylinder	$12.00

Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)

F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	$27.50
G.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		$14.25
	2. Both ends		$23.75

I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	$472.50
	1. Slump additional test	Per Test	$26.50
	2. Air entertainment additional test	Per Test	$39.25
J.	Flowable Fill (Cement Grout)	Per Cylinder	$22.25
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	$88.50
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	$118.00
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	$139.00

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement		
	Bend and Tensile Test	Per Test	$53.50
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	$70.00
	2. Field Inspection (AWS/CWI)#1	Per Hour	$70.00
	3. Ultrasonic (Man/Equipment)	Per Hour	$70.00
	4. Mag or Penetrant (Inspector)	Per Hour	$70.00
	5. Shear Stud Bend Test	Per Hour	$70.00
	6. Turn-of-Nut Tightening Test	Per Hour	$70.00

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	$59.25

VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	$181.00
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	$105.25
	2. ASTM 2487 Visual	Per Hour	$90.75
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	$75.50
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$44.50
	b. 3 or More Tests, Per Trip	Per Test	$41.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	$177.25
	1. Each additional location over 3 locations	Per Sample	$45.00
	2. Laboratory Soil Resistivity Test	Per Test	$52.00
E.	pH Test	Per Test	$36.25
F.	Electro-conductivity Test	Per Test	$150.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	$71.00
H.	Proctor Tests (See listing under Base Course)	Per Test	$153.75
I.	Moisture determination only	Per Test	$10.75
J.	Volumetric Density	Per Test	$17.75
K.	Test Borings, Soil Bearing Tests		
	1. Test Boring, Soil	Per Foot	$10.75
	2. Test Boring, Sandstone, Limestone		

			or Shale	Per Foot	$15.50
		3.	Coring Sandstone, Limestone or Shale	Per Foot	$50.00
		4.	Penetration Tests	Per Test	$30.00
		5.	Mobilization Charge		$220.00
		6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus $3.00/foot of grouted length	$71.00
L.	Unconfined Compressive Strength			Per Sample	$60.00
M.	Soil-Cement Stabilized Base Field Density			Per Sample	$48.25
N.	Soil-Lime Stabilized Base Field Density			Per Sample	$48.25
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B			Per Test	$386.00
P.	Consolidation, ASTM D2435			Per Test	$400.00
Q.	Permeability			Per Test	$220.00
R.	Sampling (Shelby Tube samples)			Per Test	$36.25
S.	Pressure Meter Test (3 Test Minimum per Boring)			Per Test	$496.25

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	$528.00
B.	Soil-Lime, Lime Assoc. Method	Per Design	$708.00
C.	pH Method	Per Design	$180.00
D.	Available Ca(OH)2 (Rapid Sugar)	Per Test	$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	$45.00
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	$51.25

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	$100.00
Technician:	Per Hour	$49.75

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	$59.25

XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
	1. Field Inspector	Per Hour	$52.00
	2. Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	$20.75

B. Air Monitoring

1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	$442.75
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	$18.00
3.	Transmission Electron Microscopy Analysis	Per Sample	$216.50

XIII. Lead

A. Bulk Sampling

1.	Field Inspector	Per Hour	$53.50

B. Analysis Testing

1.	Paint Sample (chip)	Per Sample	$24.25
2.	Wipe Sample	Per Sample	$24.25
3.	Soil Sample	Per Sample	$30.00
4.	Air Sample	Per Sample	$24.25

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	$89.25
Technician	Per Hour	$49.75

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	$100.00
AWS Certified Welding Inspector	Per Hour	$70.00
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	$89.25
Technician	Per Hour	$49.75

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	$150.00
B.	Project Manager	Per Hour	$121.00
C.	Technician	Per Hour	$101.00

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: WC 2010-09686

File ID:	WC 2010-09686	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$53,100.25	**File Created:**	12/12/2012
File Name:	Glover 2010-09686 F			**Final Action:**	

Title: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $53,100.25 REGARDING HAROLD D. GLOVER VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-09686 F.

Notes: ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Order and direct payment of claims in the amount of $53,100.25 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 21

Attachments: Text File WCC 2010-09686, Table, Orders, Requisitions

Project Manager: Jeanne Snider

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File WC 2010-09686

Body

BACKGROUND:

Harold Glover was a Fire Captain with the Norman Fire Department. He was hired on September 5, 1975 and had been employed with the City for approximately 34 years when he retired on June 20, 2010. Mr. Glover filed Workers' Compensation Claim WCC 2010-0686 F on August 24, 2010, cumulative injury to his left knee, body and consequential depression. The case proceeded through the normal litigation process and a trial was held on October 29, 2012, with a decision rendered on October 31, 2012. Council discussed this case, as well as two others filed by Mr. Glover in executive session on December 11, 2012. The Court Order is being presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION:

Mr. Glover was hired by City of Norman on September 5, 1975 as a Firefighter with the City of Norman Fire Department. During the course of his employment, he was promoted to Fire Driver Engineer on January 2, 1981 and finally as Fire Captain on August 1, 1986. He retired on June 20, 2010 as a Fire Captain. Upon

retirement, Mr. Glover filed three Workers' Compensation Claims: hearing loss; left knee; and back. The hearing loss claim has been previously litigated and resolved through acceptance of the Court Order awarding benefits. The back claim is currently pending. The left knee claim is before Council in this item.

WCC 2010-09686 F (Left Knee)

Nature of Claim. On August 24, 2010, Mr. Glover filed this Workers' Compensation Claim for cumulative injury to his left knee and body during his employment. The claim also alleges consequential depression.

Issues for Trial. The City denied Mr. Glover's claim on January 24, 2011. During Mr. Glover's employment, there were no reported on-the-job injuries concerning the left knee. On June 28, 2011, the Court determined that his cumulative injury was compensable and awarded Mr. Glover eight (8) weeks of temporary total disability in the amount of $5,464 which was paid on July 15, 2011. The Court further instructed the City to "pay all reasonable and necessary medical expenses incurred as a result of said injury."

Thereafter, Mr. Glover was seen by Dr. Thomas Flesher who opined that Mr. Glover suffered from medial compartment osteoarthritis and that he had no "mechanical" symptoms. He was treated with steroid injections. Mr. Glover reached maximum medical improvement, without surgery, on June 18, 2012. However, Dr. Anderson opined that at some point Mr. Glover would need a left knee replacement.

The issues presented at trial were the issues of nature and extent of his cumulative injury to the left knee and whether there is consequential depression (psychological overlay), and whether there is a need for continuing medical maintenance. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented.

On August 2, 2012, Mr. Glover was evaluated by Dr. Stephen Wilson, who opined 33% PPD (35% less 2% pre-existing) to his left knee and 16% PPD for psychological overlay. These ratings total $62,286.50 PPD. On October 8, 2012, Mr. Glover was evaluated by the City's doctor, Dr. Kent Hensley, who opined 10% PPD (20% less 10% pre-exiting) to his left knee and 0% for psychological overlay. These ratings equate to $9,872.50 to the left knee and $0 for psychological overlay. The City's maximum exposure to compensate Mr. Glover for his injury is $62,286.50.

Court Award. This case was heard by the Workers' Compensation Court on October 29, 2012. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on October 31, 2012 awarding 3% PPD for psychological overlay and 23% PPD to the left leg. Because the City initially denied this Claim and the Court found it compensable, temporary total disability was due retroactively. There were some discrepancies in the Order dated October 31, 2012 and an Order Nunc Pro Tunc (correcting the discrepancies only) was filed on December 10, 2012. The Court's findings are set out as follows pursuant to the Orders. (*See* Orders attached):

-3-

"THAT as a result of said injury, claimant was temporarily totally disabled from JUNE 29, 2011 to APRIL 23, 2012, for which time claimant is entitled to compensation for 42 weeks and 5 days in the total amount of $30,472.50."

When the Court found the claim compensable, they ordered 8 weeks to TTD to be paid to Mr. Glover. That amount is $5,464 and was paid to Mr. Glover in July 2011.

-4-

"THAT as a result of said injury, claimant sustained 3 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY (depression), 23 percent permanent partial disability to the LEFT LEG over and above pre-existing 2 percent (meniscal tear, chondral surface injuries, loss of range of motion, weakness, loss of function, surgery eventually required), for which claimant is entitled to compensation for 78.25 weeks at $359.00 per week, or the total amount of $28,091.75 of which 22 weeks have accrued and shall be paid in a lump sum of $7,898.00."

As can be noted in Paragraph No. 4 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Glover's weekly wage PPD rate is $359. In this instance, a portion of the award has accrued and an additional four weeks will accrue for processing and placing on the Council Agenda.

-5-

"THAT it would be to the best interests of claimant that $7,022.94 (25%) be commuted for economic necessity."

The Court also ordered that Mr. Glover be evaluated by an independent medical examiner to determine the need for continued medical as follows:

-7-

"THAT the court requires the assistance of an independent medical examiner, to determine if claimant is in need of continuing medical maintenance, for which a separate order will be issued."

-8-

"THAT the issue of continuing medical maintenance is RESERVED pending the report of the independent medical examiner."

-10-

"THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $38,370.50, and the amount commuted ($7,022.94) pay the balance of said award at the rate of $359 per week until the total award of $58,464.25 (less attorney fee and credit due respondent) has been paid to claimant."

For clarity, "credit due respondent" is the 8 weeks of TTD ($5,464) paid to Mr. Glover in July 2011. This amount is deducted from the total amount of TTD awarded in October. (*See* Table attached)

If approved by Council, Mr. Glover and his attorney will be paid the accrued lump sum amounts, including the commute amount, and attorney's fee. (*See* Table attached)

The City will incur additional costs and Workers' Compensation filing fees in the total amount of $912.53 as set out in Paragraph Nos. 11 and 12 of the Order, plus Cleveland County filing fee of $125.70. (*See* Payment Table attached)

The total cost of this Order to $54,138.47.

RECOMMENDATION:

The issues tried on October 29, 2012, were the nature and extent, consequential psychological overlay, commutation and continuing medical maintenance in addition to the award of additional TTD. The Award is within the medical evidence submitted in that the PPD award is slightly higher than one-third the difference between the medical evaluations. In light of the years of service to the City, it is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in attached Payment Table. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

HAROLD D. GLOVER
WCC 2010-096876 F (Left Knee)

TABLE

DESCRIPTION	AMOUNT
TTD Award (42 wks 5 days @ $359/wk)	$30,472.50
Less 8 wks previously paid @ $342/wk)	-$ 5,464.00
TOTAL TTD AWARD DUE AND PAYABLE	**$25,008.50**
PPD (23% Left Leg)	$22,706.75
PPD (3% Psychological Overlay)	$ 5,385.00
TOTAL PPD AWARD	$28,091.75
Lump Sum Payment:	
Accrued 22 weeks @ $359 (per Order)	$ 7,898.00
Add'l 4 weeks @ $359 City Council/Finance Processing (12-10-12 through 1-4-13)	$ 5,618.35
25% Commute	$ 7,022.94
TOTAL PPD LUMP SUM TO CLAIMANT	**$16,356.94**
Attorney's Fee (per Order)	**$ 5,618.35**
TOTAL LUMP SUM TO CLAIMANT AND ATTORNEY	**$46,983.79**
Balance to be paid in weekly payments until paid	**$ 6,116.46**

The balance of the Order, $6,116.46 will be paid in weekly payments of $359/week until paid in full (approx 18 weeks). Payments ending the week ending of January 11, 2013 through approximately May 12, 2013.

Also, as noted, in Paragraph Nos. 11 & 12 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 561.84
Special Occupational Health & Safety Fund Tax	$ 210.69
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 125.70
Total costs & fees to the City of Norman	**$1,038.23**

The total cost of this Order to the City would be $59,602.48

FILE COPY
DEC 10 2012
WORKERS COMPENSATION COURT

IN THE WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA

HAROLD D. GLOVER,	)	
	)	
Claimant,	)	
	)	WCC No. 2010-09686 F (Knee)
vs.	)	
	)	xxx-xx-3085
THE CITY OF NORMAN,	)	
OKLAHOMA, a Municipal	)	
Corporation, Own Risk,	)	
Respondent.	)	

ORDER NUNC PRO TUNC

NOW on this 10th day of December, 2012, this matter came on for consideration in the matter of the Order Awarding the Nature and Extent of Temporary Total and Permanent Partial Disability Benefits entered on October 31, 2012. This Nunc Pro Tunc Order is issued correcting the following paragraphs only:

-2-

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $717.00 per week for temporary total disability and $359.00 per week for permanent partial disability.

-3-

THAT as a result of said injury, claimant was temporarily totally disabled from JUNE 29, 2011 to APRIL 23, 2012, for which time claimant is entitled to compensation for 42 weeks and 5 days in the total amount of $30,472.50.

-4-

THAT as a result of said injury, claimant sustained 3 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY (depression), 23 percent permanent partial disability to the LEFT LEG over and above pre-existing 2 percent (meniscal tear, chondral surface injuries, loss of range of motion, weakness, loss of function, surgery eventually required), for which claimant is entitled to compensation for 78.25 weeks at $359.00 per week, or the total amount of $28,091.75 of which 22 weeks have accrued and shall be paid in a lump sum of $7,898.00.

-5-

THAT it would be to the best interests of claimant that $7,022.94 (25%) be commuted for economic necessity.

-10-

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $38,370.50, and the amount commuted ($7,022.94) pay the balance of said award at the rate of $359 per week until the total award of $58,564.25 (less attorney fee and credit due respondent) has been paid to claimant.

-11-

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $210.69, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $561.84 to the Workers' Compensation Administration Fund, represented two percent (2%) of the permanent disability award herein.

-13-

THAT the sum of $5,618.35 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

All other terms of the Order dated October 31, 2012 remain unchanged and in full force and effect.

BY ORDER OF:

WILLIAM R. FOSTER, JUDGE

CON/dj

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A. BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: JEANNE SNIDER
PO BOX 370
NORMAN, OK 73070

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Court Clerk
December _____, 2012

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
October 31, 2012
Joyce Sanders
COURT CLERK

In re claim of:

HAROLD D GLOVER Claimant	)	
	)	Court Number: 2010-09686F
NORMAN FIRE DEPARTMENT Respondent	)	
	)	Claimant's Social Security Number: xxx-xx-3085
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	

ORDER AWARDING THE NATURE AND EXTENT OF TEMPORARY TOTAL AND PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 29th day of OCTOBER, 2012, this cause came on for consideration pursuant to regular assignment and hearing on OCTOBER 29, 2012, before JUDGE WILLIAM R FOSTER, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, RICHARD A BELL and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on JUNE 29, 2010, claimant became aware he had sustained accidental personal injury as a result of cumulative trauma to the LEFT LEG and PSYCHOLOGICAL OVERLAY (depression) (caused directly by his injury that has caused diminished self-worth) (claimant also cried during his testimony when discussing his current limitations and impairments) arising out of and in the course of claimant's employment. Claimant's last injurious exposure to said trauma was on JUNE 29, 2010

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $683.00 per week for temporary total disability and $342.00 per week for permanent partial disability.

ORIGINAL

- 3 -

THAT as a result of said injury, claimant was temporarily totally disabled from JUNE 29, 2011 to APRIL 23, 2012, for which time claimant is entitled to compensation for 42 weeks and 5 days in the total amount of $29,369.00.

- 4 -

THAT as a result of said injury, claimant sustained 3 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY (depression) , 23 percent permanent partial disability to the LEFT LEG over and above pre-existing 2 percent (meniscal tear, chondral surface injuries, loss of range of motion, weakness, loss of function, surgery eventually required), for which claimant is entitled to compensation for 78.25 weeks at $342.00 per week, or the total amount of $26,761.50 of which 19 weeks have accrued and shall be paid in a lump sum of $6,498.00.

- 5 -

THAT it would be to the best interests of claimant that $6,690.37 (25%) be commuted for economic necessity.

- 6 -

THAT multiple injury trust fund is reserved for future hearing.

- 7 -

THAT the Court requires the assistance of a independent medical examiner, to determine if claimant is in need of continuing medical maintenance , for which a separate order will be issued.

- 8 -

THAT the issue of continuing medical maintenance is RESERVED pending the report of the independent medical examiner.

- 9 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 10 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $35,867.00 and the amount commuted ($6,690.37) pay the balance of said award at the rate of $342.00 per week until the total award of $56,130.50 (less attorney fee and credit due respondent) has been paid to claimant.

- 11 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $200.71, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $535.23 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 12 -

THAT pursuant to Title 85 O.S. Section 368, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

THAT the sum of ~~$8,289.~~20 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/S/

WILLIAM R FOSTER, JUDGE

mw/FBennett

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: R BLAINE NICE
PO BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Court Clerk
October 31, 2012

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
October 31, 2012
Joyce Sanders
COURT CLERK

In re claim of:

HAROLD D GLOVER Claimant	)	
	)	Court Number: 2010-09686F
NORMAN FIRE DEPARTMENT Respondent	)	
	)	Claimant's Social Security Number: xxx-xx-3085
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	

ORDER AWARDING THE NATURE AND EXTENT OF TEMPORARY TOTAL AND PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 29th day of OCTOBER, 2012, this cause came on for consideration pursuant to regular assignment and hearing on OCTOBER 29, 2012, before JUDGE WILLIAM R FOSTER, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, RICHARD A BELL and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on JUNE 29, 2010, claimant became aware he had sustained accidental personal injury as a result of cumulative trauma to the LEFT LEG and PSYCHOLOGICAL OVERLAY (depression) (caused directly by his injury that has caused diminished self-worth) (claimant also cried during his testimony when discussing his current limitations and impairments) arising out of and in the course of claimant's employment. Claimant's last injurious exposure to said trauma was on JUNE 29, 2010

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $683.00 per week for temporary total disability and $342.00 per week for permanent partial disability.

ORIGINAL

- 3 -

THAT as a result of said injury, claimant was temporarily totally disabled from JUNE 29, 2011 to APRIL 23, 2012, for which time claimant is entitled to compensation for 42 weeks and 5 days in the total amount of $29,369.00.

- 4 -

THAT as a result of said injury, claimant sustained 3 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY (depression) , 23 percent permanent partial disability to the LEFT LEG over and above pre-existing 2 percent (meniscal tear, chondral surface injuries, loss of range of motion, weakness, loss of function, surgery eventually required), for which claimant is entitled to compensation for 78.25 weeks at $342.00 per week, or the total amount of $26,761.50 of which 19 weeks have accrued and shall be paid in a lump sum of $6,498.00.

- 5 -

THAT it would be to the best interests of claimant that $6,690.37 (25%) be commuted for economic necessity.

- 6 -

THAT multiple injury trust fund is reserved for future hearing.

- 7 -

THAT the Court requires the assistance of a independent medical examiner, to determine if claimant is in need of continuing medical maintenance , for which a separate order will be issued.

- 8 -

THAT the issue of continuing medical maintenance is RESERVED pending the report of the independent medical examiner.

- 9 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 10 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $35,867.00 and the amount commuted ($6,690.37) pay the balance of said award at the rate of $342.00 per week until the total award of $56,130.50 (less attorney fee and credit due respondent) has been paid to claimant.

- 11 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $200.71, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $535.23 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 12 -

THAT pursuant to Title 85 O.S. Section 368, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

THAT the sum of $8,289.20 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/

WILLIAM R FOSTER, JUDGE

mw/FBennett

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: R BLAINE NICE
PO BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Joyce Sanders

Court Clerk
October 31, 2012

PURCHASE REQUISITION NBR: 0000210930

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP ORDER

REQUISITION BY: DJOHNSON

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: HAROLD D. GLOVER & MICHAEL A.

DELIVER BY DATE: 12/19/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP ORDER GLOVER V. CON; WCC 2010-09686F (LEFT LEG/DEP) CONTINGENT UPON COUNCIL APPROVAL ON 12-18-12; MAKE CHECK PAYABLE IN THE LUMP SUM AMOUNT OF $46,983.79 TO HAROLD D. GLOVER AND MICHAEL A. BELL. SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	46983.7900	46983.79	

REQUISITION TOTAL: 46983.79

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	46983.79
					46983.79

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE IN THE LUMP SUM AMOUNT OF $46,983.79 TO HAROLD D. GLOVER AND MICHAEL A. BELL. SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210931

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP ADMIN FUND

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 12/19/12

1	WORKERS COMP ADMIN FUND GLOVER V. CON; WCC 2010-09686F (LEFT LEG/DEPRESSIO N) CONTINGENT UPON COUNCIL APPROVAL ON 12-18-12; S EPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	561.8400	561.84	2267

REQUISITION TOTAL: 561.84

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	561.84
					561.84

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210932

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP OCCUP & HEALTH FUND

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 12/19/12

1	WORKERS COMP OCCUP & HEALTH GLOVER V. CON; WCC 2010-09686F (LEFT LEG/DEPRESSIO N) CONTINGENT UPON COUNCIL APPROVAL ON 12-18-12. S EPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	210.6900	210.69	1950

REQUISITION TOTAL: 210.69

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	210.69
					210.69

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210933

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 12/19/12

1	WORKERS COMP CLEVELAND COUNTY FILING FEE GLOVER V. CON; WCC 2010-09686F (LEFT LEG/DEPRESSIO N) CONTINGENT UPON COUNCIL APPROVAL ON 12-18-12; S EPARTE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	125.7000	125.70	434

REQUISITION TOTAL: 125.70

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	125.70
					125.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: WCC 2007-07274R

File ID:	WCC 2007-07274R	**Type:**	Award	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$34,680.00	**File Created:**	12/12/2012
File Name:	Kent WCC-2007-07274 R			**Final Action:**	

Title: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $34,680.00 REGARDING WILLIAM SCOTT KENT VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2007-07274 R.

Notes: ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Order and direct payment of claims in the amount of $34,680.00 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 22

Attachments: Text File WCC 2007-07274R, Table, Order, Requisitions

Project Manager: Jeanne Snider

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File WCC 2007-07274R

Body

BACKGROUND:

William Scott Kent, a Heavy Equipment Operator for Sewer Line Maintenance in the Utilities Department, filed Workers' Compensation Case No. WCC 2007-07274 L on June 27, 2007. Mr. Kent alleged a single incident injury to his back, both shoulders, aggravation of left shoulder with psychological overlay as a result of operating heavy equipment while working for the City of Norman. On July 23, 2010, consequential neck injury was added. The case has proceeded through the normal litigation process. A trial was held on November 26, 2012, and the Court awarded Mr. Kent a total of $34,680.00. The Court Order is being presented to City Council for consideration. This matter was discussed in Executive Session on December 11, 2012. It is recommended that the City comply with the Order.

DISCUSSION:

Mr. Kent worked for the City of Norman for approximately nineteen and one-half (19½) years. He began his service with the City of Norman on December 4, 1987 as an Equipment Operator. He was promoted to Heavy

Equipment Operator on October 4, 2000. Mr. Kent held that position until his separation on June 1, 2007.

Mr. Kent filed four workers' compensation claims on June 27, 2007. In two of those claims, the cases have been tried to the Court and permanent partial disability compensation has been awarded: WCC 2007-07272 J (hearing loss) $11,253.66; WCC 2007-07273 L (bilateral feet) $60,343.20. In both of these claims, previously accepted by Council, the awarded compensation has been fully paid. However, continued medical maintenance remains open in both cases.

In addition to the current Order regarding the back, neck and shoulders, one other case remains pending, WCC 2007-07275 Y alleging injury to both hands. All the cases were discussed in Executive Session on December 11, 2012. Although this office continues to explore the possibility of settling all Mr. Kent's cases, WCC 2007-07274 has been litigated resulting in an Order that should be considered by City Council at this time.

WCC 2007-07274 R

Nature of Claim.

Mr. Kent filed this Workers' Compensation claim alleging injuries to his back, both shoulders, aggravation of left shoulder and consequential neck due to years of operating heavy machinery in connection with his duties in the Utilities Department.

Issues for Trial. The City disputed that Mr. Kent suffered any injuries which were work related. Therefore, the issues before the Workers' Compensation Court at trial in this case were whether Mr. Kent suffered an OJI to his back, neck, and shoulders and, if so, the nature and extent of PPD to the various body parts. Permanent partial disability is a factual determination made by the Workers' Compensation Court Trial Judge based on doctors' opinions regarding the extent of permanent partial impairment.

Mr. Kent was evaluated by Dr. Hugh G. McClure on July 26, 2012. Dr. McClure opined 28% PPD to the right shoulder, 21% PPD to the left shoulder and 30% PPD to the lumbar spine. This opinion equates to $104,040, the City's maximum exposure. The City had Mr. Kent evaluated on November 8, 2012 by Dr. Kent Hensley who opined Mr. Kent has 5% PPD to his lumbar spine, 4% PPD to the right shoulder and 6% PPD to the left shoulder. This opinion equates to $21,675. The Worker's Compensation Court Trial Judge is free to make a ruling within the range of the medical evidence presented at the time of trial.

Court Award. This case was heard by the Workers' Compensation Court on November 26, 2012. After hearing the claimant's testimony and considering the expert medical evidence, the Court opined that Mr. Kent sustained a 8% PPD to the Back, 8% PPD to the right shoulder, 8% PPD to the left shoulder, 0% PPD to the neck and 0% to psychological overlay. The Court's findings are set out in Paragraph Nos. 3 and 6 of the Order as follows:

-3-

"THAT as a result of said injury, claimant sustained 8 percent permanent partial disability to the BACK, 8 percent permanent partial disability to the RIGHT SHOULDER, 8 percent permanent partial disability to the LEFT SHOULDER, 0% permanent partial disability to the PSYCHOLOGICAL OVERLAY and 0% permanent partial disability to the NECK, for which claimant is entitled to compensation for 120 weeks at $289.00 per week, or the total amount of $34,680.00 of which 18 weeks have accrued and shall be paid in a lump sum of $5,202.00."

As can be noted in Paragraph No. 3 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rate over a period of time. Mr. Kent's weekly wage rate is $289. However, as noted, only a portion of the award has accrued to be paid in a lump sum and the balance to be paid in weekly payments until paid in full.

-6-

"THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in a lump sum of $5,202.00 and pay the balance of said award at the rate of $289.00 per week until the total award of $34,680.00 (less attorney's fee) has been paid to claimant."

Also, as noted in Paragraphs No. 7 & 8 of the Order, the City will incur additional costs and fees in the amount

of $1,093.70 in addition to filing fee for Cleveland County Court Clerk judgment filing. (*See* Table attached hereto) The total cost of this Order to the City would be $35,899.40.

RECOMMENDATION:

The issues tried on November 26, 2012, were nature and extent of PPD of all the claimed body injuries and psychological overlay. Because the Claimant worked for the City over nineteen (19) years, suffers cumulative and was injured during a single incident, it is doubtful that the City could prevail on an appeal. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. The Order is less than one-third the difference between the doctors' opinions. The award is within the range of the medical evidence provided at trial. Therefore, it is recommended that the City move forward to comply with this Order. As discussed in Executive Session, this office will continue efforts to resolve the other pending case, as well as closing out the other cases.

Acceptance of the Order would require the payments as outlined above and in the attached Table. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

WILLIAM SCOTT KENT
WCC 2007-07274 R
(Back, Shoulders, Psychological Overlay)

TABLE

DESCRIPTION	AMOUNT
PPD (8% Back)	$11,560.00
PPD (8% Right Shoulder)	$11,560.00
PPD (8% Left Shoulder)	$11,560.00
PPD (0% Psychological Overlay)	$ 0.00
TOTAL PPD AWARD	**$34,680.00**
PPD Lump Sum Payment:	
Accrued 18 weeks @ $289 (per Order)	$ 5,202.00
Add'l 4 weeks @ $289 City Council/Finance Processing (12-6-12 through 1-4-13)	$ 1,156.00
TOTAL PPD LUMP SUM TO CLAIMANT	**$ 6,358.00**
Attorney's Fee (per Order)	$ 6,936.00
TOTAL LUMP SUM TO CLAIMANT AND ATTORNEY	**$13,294.00**
Balance to be paid in weekly payments until paid	**$21,386.00**

The balance of the Order, $21,386 will be paid in weekly payments of $289/week until paid in full (74 weeks). Payments ending the week ending of January 11, 2013 through approximately June 7, 2014.

Also, as noted, in Paragraph Nos. 7 & 8 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 693.60
Special Occupational Health & Safety Fund Tax	$ 260.10
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 125.70
Total costs & fees to the City of Norman	**$1,219.40**

The total cost of this Order to the City would be $35,899.40.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
December 5, 2012
Joyce Sanders
COURT CLERK

In re claim of:

WILLIAM SCOTT KENT Claimant	)	Court Number: 2007-07274R
CITY OF NORMAN Respondent	)	Claimant's Social Security Number: xxx-xx-5548
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	

ORDER DETERMINING COMPENSABILITY AND AWARDING PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 30th day of NOVEMBER, 2012, this cause came on for consideration pursuant to regular assignment and hearing on NOVEMBER 26, 2012, before JUDGE MARGARET BOMHOFF, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, WILLIAM C. DOTY JR and respondent and insurance carrier appeared by counsel, JEANNE SNIDER.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on MARCH 21, 2007, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the BACK, RIGHT SHOULDER, LEFT SHOULDER, PSYCHOLOGICAL OVERLAY, and NECK arising out of and in the course of claimant's employment.

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $289.00 per week for permanent partial disability.

-3 -

THAT as a result of said injury, claimant sustained 8 percent permanent partial disability to the BACK, 8 percent permanent partial disability to the RIGHT SHOULDER, 8 percent permanent partial disability to the LEFT SHOULDER, 0 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY and 0 percent permanent partial disability to the NECK, for which claimant is entitled to compensation for 120 weeks at $289.00 per week, or the total amount of $34,680.00 of which 18 weeks have accrued and shall be paid in a lump sum of $5,202.00.

- 4 -

THAT the issue of continuing medical maintenance is DENIED.

- 5 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 6 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $5,202.00 and pay the balance of said award at the rate of $289.00 per week until the total award of $34,680.00 (less attorney fee) has been paid to claimant.

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $260.10, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $693.60 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 8 -

THAT pursuant to Title 85 O.S. Section 368, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 9 -

THAT the sum of $6,936.00 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ Margaret A Bomhoff

MARGARET BOMHOFF, JUDGE

../CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: R BLAINE NICE
PO BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Joyce Sanders

Court Clerk
December 5, 2012

PURCHASE REQUISITION NBR: 0000210925

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP ORDER

REQUISITION BY: DJOHNSON

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: WILLIAM SCOTT KENT AND RICHARD

DELIVER BY DATE: 12/19/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP ORDER KENT V CON; WCC 2007-07274R (BACK/SHOULDERS) CONTI NGENT UPON COUNCIL APPROVAL ON 12-18-12; LUMP SUM PAYMENT IN THE AMOUNT OF $13,294 MADE PAYABLE TO W ILLIAM SCOTT KENT AND MICHAEL A. BELL. SEPARATE C HECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	13294.0000	13294.00	

REQUISITION TOTAL: 13294.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	13294.00
					13294.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO:
WILLIAM SCOTT KENT AND MICHAEL A. BELL IN THE LUMP
SUM AMOUNT OF $13,294. SEPARATE CHECK; RETURN CHE
CK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210926

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP ADMIN FUND

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 12/19/12

1	WORKERS COMP ADMIN FUND KENT V. CON; WCC 2007-07274R (BACK/SHOULDERS) CONT INGENT UPON COUNCIL APPROVAL ON 12-18-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	683.6000	683.60	2267

REQUISITION TOTAL: 683.60

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	683.60
					683.60

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARTE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210927

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP OCCUP & HEALTH TRUST FUND

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 12/19/12

1	WORKERS COMP OCCUP & HEALTH FUND KENT V. CON; WCC 2007-07274R (BACK, SHOULDERS) CON TINGENT UPON COUNCIL APPROVAL ON 12-18-12; SEPARAT E CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	260.1000	260.10	1950

REQUISITION TOTAL: 260.10

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	260.10
					260.10

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210928

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP FILING FEE

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 12/19/12

1	WORKERS COMP FILING FEE KENT V. CON; WCC 2007-07274R (BACK, SHOULDERS) CON TINGENT UPON COUNCIL APPROVAL ON 12-18-12; SEPARAT E CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000210929

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 12/12/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 12/19/12

1	WORKERS COMP CLEVELAND COUNTY FILING FEE KENT V. CON; WCC 2007-07274R (BACK, SHOULDERS) CON TINGENT UPON COUNCIL APPROVAL ON 12-18-12; SEPARAT E CHECK, RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	125.7000	125.70	434

REQUISITION TOTAL: 125.70

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	125.70
					125.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-67

File ID:	R-1213-67	**Type:**	Resolution	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	12/07/2012
File Name:	R-1213-67 Revised Bike Map 2012			**Final Action:**	

Title: RESOLUTION NO. R-1213-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE REVISED NORMAN BIKE ROUTE MAP RECOMMENDED BY THE NORMAN BICYCLE ADVISORY COMMITTEE.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-67.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 23

Attachments: Text File R-1213-67, Bike Route Resolution, Bike Map, Excerpts from November 26 CPTC minutes

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-67

Body

BACKGROUND: In 1996, the City Council adopted the Bicycle Transportation Development Plan with Initial Bikeway Routing. This plan addressed the need for bicyclists to be afforded the same rights and responsibilities as those driving motor vehicles. The plan was developed by consultants and a steering committee made up of citizens interested in and/or involved in bicycling. Part of their work was to create a map that represented the initial routes as laid out by the Bike Plan.

In 2006, an Ad-Hoc Bicycle Advisory Committee was created to review the Norman bike routes. From their work, a permanent Bicycle Advisory Committee (BAC) was created in April, 2007, as a sub-committee of the Transportation Committee. This committee is "charged with reviewing the Bicycle Transportation Development Plan on an ongoing basis; make and assist in implementation of recommendations to additionally encourage and support biking, both recreational and for transportation; and consult with and forward those recommendations to the Transportation Committee" (Resolution No. R-0607-58). James Briggs from the Parks and Recreation Department and Angelo Lombardo from the Public Works Department have served as staff liaisons to the Bicycle Advisory Committee since 2007.

DISCUSSION: A major update to the Norman Bike Route Map was approved by Council in 2009, which reflected all of the physical changes that have occurred in Norman since the initial routes were laid out in the

1990's. In 2010, another major update showed the areas in town that were targeted as Phase I of the plan to re-introduce striped lanes in appropriate areas of town on several collector streets. Not long after that update and the striping of the new lanes, the City of Norman applied for recognition and was designated as a Bicycle Friendly Community (Bronze Level) by the League of American Cyclists. Since that update, the City of Norman and the BAC have continued to work on the Bicycle Friendly Community goals prescribed by the League of American Bicyclists. The nation-wide standard is to have bike lanes wherever the street width is able to accommodate them. The committee has worked with Public Works Department staff to determine what other areas of town would be able to have lane striping added to collector and arterial streets. Many of these new areas were determined to be along some of the arterial roadway segments that were approved for reconstruction in the August, 2012 Bond Election (36th Avenue NW between north of Tecumseh Road and Indian Hills Road, Lindsey Street between 24th Avenue SW and Pickard Avenue, and 24th Avenue East between Lindsey Street and Robinson Street). Each of the segments is currently designated as a Bike Route in the current plan. They are labeled as routes recommended for advanced skill riders because of the sub-standard condition of the roadway. Reconstruction and widening of these facilities offer a unique opportunity to meet national bike transportation standards which will allow for the re-designation of these segments as biking facilities suitable for riders of all skill levels. The inclusion of bike lanes was part of the project proposal prior to the election, and the cost was included in the project budgeting. These new bike lane areas were reviewed by the City Council Community Planning and Transportation Committee on November 26, 2012. The full roster of changes to the Bike Route Plan is included on the final version of the updated Norman Bike Route Map.

The revised bike route map shows the proposed bike lane graphics for the road reconstruction projects and updates the graphics and text from the 2011 map to accurately reflect the completion of items shown as "proposed" on the 2011 map. Funding for new bike lane striping, including signage, lane symbols, and additional lane striping shown on the proposed bike plan map revisions will be included in the project budget for each section of road. The Public Works Department will manage these projects, which will be designed following City Council approval of these proposed updates.

STAFF RECOMMENDATION: Staff recommends that the City of Norman approve the revised Norman Bike Route Map as proposed.

Resolution

R-1213-67

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE REVISED NORMAN BIKE ROUTE MAP RECOMMENDED BY THE NORMAN BICYCLE ADVISORY COMMITTEE.

§ 1. WHEREAS, on June 25, 1996, City Council adopted the Bicycle Transportation Development Plan with Initial Bike Route Map developed by the Mayor's Bicycle Planning Committee, and

§ 2. WHEREAS, the Norman 2025 Land Use and Transportation Plan adopted November 16, 2004, called for a comprehensive pedestrian and bikeway system to be pursued in conjunction with other elements of the City's transportation system; and

§ 3. WHEREAS, City Council adopted Resolution No. R-0506-47 on September 13, 2005, which established a Bicycle Advisory Ad Hoc Committee for the purpose of reviewing the Bicycle Transportation Development Plan with Initial Bike Route Map; and

§ 4. WHEREAS, on February 13, 2007, City Council adopted Resolution No. R-0607-58 establishing a permanent Bicycle Advisory Committee for the purpose of providing an ongoing bicycle transportation planning process; and

§ 5. WHEREAS, the City Council has adopted prior resolutions in 2009 and 2010 which included amendments to the Bike Route Plan recommended by the Bicycle Advisory Committee after their careful evaluation of the Plan; and

§ 6. WHEREAS, the Bicycle Advisory Committee has reviewed the existing bicycle routes and determined what changes need to be made on the bicycle route map and those changes were presented to the Transportation Committee of the Ctiy Council on November 5, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

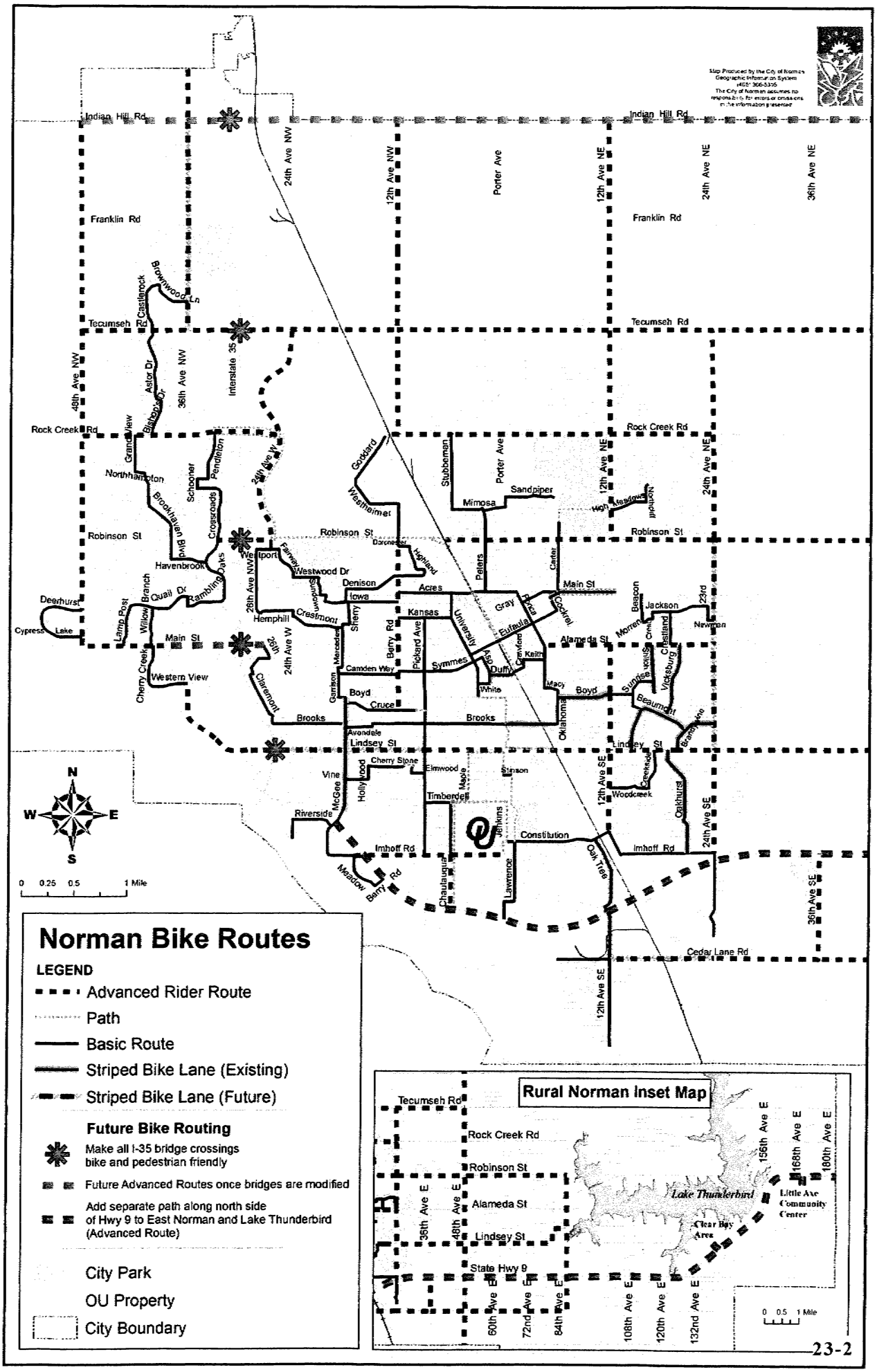
§ 7. That the revised Norman Bike Route Map, attached hereto and made a part hereof, is hereby adopted and that this document be used to help determine bike route priorities and information.

PASSED and ADOPTED this 18th day of December, 2012

_____
Mayor

ATTEST:

_____
City Clerk


Norman Bike Routes
LEGEND
Advanced Rider Route
Path
Basic Route
Striped Bike Lane (Existing)
Striped Bike Lane (Future)
Future Bike Routing
Make all I-35 bridge crossings bike and pedestrian friendly
Future Advanced Routes once bridges are modified
Add separate path along north side of Hwy 9 to East Norman and Lake Thunderbird (Advanced Route)
City Park
OU Property
City Boundary
Rural Norman Inset Map
Lake Thunderbird
Little Axe Community Center
Clear Bay Area
Indian Hill Rd
Franklin Rd
Tecumseh Rd
Rock Creek Rd
Robinson St
Main St
Alameda St
Lindsey St
Imhoff Rd
Cedar Lane Rd
State Hwy 9
24th Ave NW
12th Ave NW
Porter Ave
12th Ave NE
24th Ave NE
36th Ave NE
48th Ave NW
36th Ave NW
Interstate 35
12th Ave SE
24th Ave SE
36th Ave SE
36th Ave E
48th Ave E
60th Ave E
72nd Ave E
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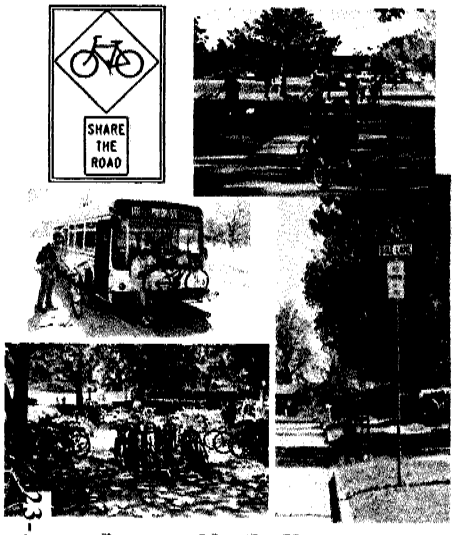
BIKE ROUTE MAP

(A pocket-sized guide for biking in Norman, Oklahoma)

2013 Edition

FEATURING:

- UPDATED ROUTES
- MORE BIKE LANES
- SAFETY INFORMATION
- HELPFUL LOCAL LINKS



Approved by the Norman Bicycle Advisory Committee

www.bikenorman.org

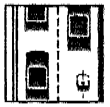
IF YOU CHOOSE TO RIDE A BIKE (AND WE HOPE YOU DO) ALWAYS REMEMBER THESE THINGS:

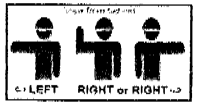
Rules of the Road

Be Predictable—Act Like a Vehicle
Drive your bicycle in a smooth and predictable manner. Look ahead to allow time to calmly avoid obstacles. Communicate your intentions and signal before changing lanes or direction. Avoid abrupt maneuvers whenever possible. Anticipate not only your actions, but the actions of others.

Obey All Traffic Laws
Bicycles have the same duties and responsibilities as vehicles and must obey all traffic laws, including stop signs and traffic signals. It can be tempting to ignore traffic rules, but this is when most crashes occur.

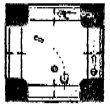
Ride with Traffic
Always ride on the right side of the road. Do not pass motorists on the right. If you approach an intersection with a right turn lane and intend to continue straight, ride in the through lane with traffic.





Signal All Turns
Look back before you make a lane change or turn. Signal safely in advance using one of these signals.

Making Left Hand Turns
You may turn left as a vehicle by moving into the left side of the travel lane (or left turn lane) OR Cross like a pedestrian by stopping, dismounting and walking across the crosswalk.



Always Ride with Lights at Night
State Law requires a white headlight visible from at least 500 feet and a rear red reflector or light visible from 300 feet when riding at night. Flashing tail lights and/or reflective clothing are recommended. See and be seen!

- **Be Prepared for Weather Conditions**
  If it's raining, allow yourself extra distance to stop. If it's clear use ample sunscreen and drink extra water.
- **Anticipate Hills** by shifting in advance.
- **Only Pass on the LEFT** of other cyclists. Call out a friendly greeting to warn them.
- **Create Gaps** in the line to allow space for passing cyclists or cars to advance.
- **Think for Yourself - Fight Mob Mentality**
  When riding in a large group, the "strength in numbers" can be intoxicating—remember that individual thinking and action is essential for everyone's safety.

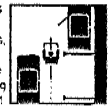
ABOUT THE NORMAN BIKE MAP:

Bicycle facility planning is commonly thought of as an effort undertaken to only develop a separate bikeway system composed completely of recreational bicycle paths. Most of Norman's bike plan, however, is made of shared-road, on-street bike routes that act as more of a *transportation plan* to help everyday commuting. Wherever possible, bicycle paths and lanes augment this system. Clearly, bicycle transportation planning is an effort that should consider many alternatives to provide for safe and efficient bicycle travel.

Riding with Others

Communicate with Other Cyclists
Let other cyclists behind you know when you approach hazards. Inform cyclists in front when you are drafting. Call out with a friendly greeting when you are passing. Do not shout "All Clear" at stop signs as each cyclist must take personal responsibility and obey traffic laws.

Watch for Potential Hazards
Scan the road 100 feet ahead for hazards such as debris, tracks, drains, or potholes. Allow time to maneuver around these hazards and negotiate with traffic. Avoid riding into an opening car door by giving yourself 3 or 4 feet.



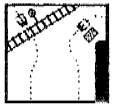
Warn Others When Approaching
Bicyclists must yield to pedestrians. Be courteous by warning others with a ring of your bell or a friendly greeting. Allow plenty of space when passing.

Signal Before Stopping
When you are preparing to slow or stop, indicate your intentions to others using hand and verbal warnings.

Pull Off Road When Stopped
If you need to stop for any reason, pull completely off the road to avoid obstructing other cyclists and other road users.

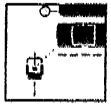
Other Important Tips

Watch for Animals
Animals are often excited by the movement of bicycles. Unleashed dogs can be dangerous. Simply stopping may halt their chase. A forceful "Stay!" or "NO!" also works well. Place the bike between you and the dog if needed.



Use Care at Rail Crossings
Always cross train tracks at right angles and avoid drain grates to prevent your front wheel getting pulled down. Report any such grates to the City (366-5396).

Don't Swerve Between Parked Cars
Drive your bike in a predictable manner by riding in a straight line. Act like any other vehicle.



Make Eye Contact
The best way to communicate your intentions with other drivers is to get their attention with eye contact.

FOR INFORMATION ABOUT BIKES ON COMMUTER BUSES, GO TO:

Cleveland Area Rapid Transit (CART)
Website: **www.cart.ou.edu/bikenbus.html**
Or call: **325-CART (2278)**

MAYBE YOU HAVE NOTICED A FEW THINGS ABOUT THE BIKE ROUTES IN NORMAN, SUCH AS:

Most of the routes in Norman are "shared-road" routes. These routes are broken down into either Advanced or Basic Routes. Only a few separate Bike Paths exist. Bike lanes are always the safest choice on any route.

Advanced Rider Routes are on streets with high volumes of auto traffic; and these are for those who are experienced riders who are comfortable in most any traffic condition.

Basic Routes are on streets with low to moderate traffic and lower speeds; and these are for more casual or younger riders who are less confident in traffic without special provisions for bicycles.

Bike Paths are also used in some areas. These are separated from the road and may be shared with pedestrians. These are good for all riders, but are particularly good for young riders whose riding is still monitored by parents.

Bike Lanes are striped lanes on streets accompanied by signs and lane markings that are designated solely for use by bicycles. No parking is allowed in bike lanes at any time. Lanes on arterial roads are being added in 2013-15.

Note: In almost all cases, bicyclists are most safe when riding with automobiles in the street. Drivers are already looking for vehicles in regular traffic lanes, be it cars or bikes; and you are more likely to be seen in the street than on a sidewalk. Cyclists should always use bike lanes, where available.

BICYCLE BASICS:

In general, bicyclists have the same rights and duties as drivers of motor vehicles. Show that you know:

- **Bicyclists must obey all traffic controls, including stop signs and traffic lights. Always ride *with* traffic. Riding against traffic is *extremely dangerous*.**
- **Bicyclists should signal all turns using standard hand signals. They are easy to learn, if you don't know.**
- **Bicyclists are required to use a front (white) light and rear (red) light or reflector during any low visibility conditions, including dusk and night time rides.**
- **Riders should ride as close as practicable to the right-hand curb or edge of the roadway.**
- **Persons riding bicycles on roadways shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. If riding two abreast impedes traffic, they should ride single-file.**
- **When passing bicyclists, motor vehicles are required to maintain a distance of three (3) feet from the bicyclist (that's the law).**
- **Bicyclists *are* allowed to ride on Norman sidewalks, *except* where otherwise posted (e.g. Campus Corner), but should use extreme caution with respect to pedestrian traffic and cars entering/exiting driveways.**
- **A person riding a bicycle across a roadway and within a crosswalk is required to walk the bicycle as a pedestrian and they have all the rights and duties applicable to a pedestrian under the same circumstances.**
- **All riders are *encouraged* to wear an ANSI- or SNELL Institute-approved bicycle safety helmet. Helmets are *required* for children under the age of 18.**
- **Seat belts and approved safety helmets are *required* for children under the age of six (6) when riding in bicycle carriers and trailers.**
- **It is *illegal* for bicyclists to hold onto moving vehicles. It also isn't smart. Don't do it.**
- **Bicycles should be parked at a bike rack. If no racks are available, bicycles should always be parked in such a manner so as to afford the least obstruction to pedestrian traffic. Avoid locking bicycles to trees to prevent tree damage.**

FOR MORE INFORMATION, CONTACT:

Norman Bicycle Advisory Committee: **www.bikenorman.org**
Bicycle League of Norman: **www.bicycleleague.com**
League of American Bicyclists: **www.bikeleague.org**

TO REPORT HAZARDS OR FOR HELP, CALL:

City of Norman Action Line: **366-5396**
Norman Police Department: **321-1600** (Non-Emergency)
For all Emergencies: dial **911**

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

November 26, 2012

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Multi-Purpose Room on the 26th day of November, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Gallagher, Williams, and Chairman Griffith
ABSENT:	Councilmember Jungman
STAFF PRESENT:	Mayor Cindy Rosenthal Councilmember Linda Lockett Ms. Susan Atkinson, Planner I Mr. James Briggs, Park Planner Ms. Susan Connors, Planning and Community Development Director Mr. Terry Floyd, Development Coordinator Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. David Riesland, Traffic Engineer Ms. Syndi Runyon, Administrative Technician
OTHERS PRESENT:	Mr. Evan Dunn, Citizen Ms. Joy Hampton, *The Norman Transcript* Mr. Greg Heiple, Citizen Ms. Vicki Holland, CART Mr. Gary Miller, Bicycle Advisory Board Chair Ms. Janice Oak, Progressive Independence Ms. Karleene Smith, CART Mr. Wayne Wickham, CART Mr. Tom Woodfin, Bicycle Advisory Board Member

PRESENTATION BY A REPRESENTATIVE FROM THE BICYCLE ADVISORY COMMITTEE REGARDING POSSIBLE MODIFICATIONS TO THE CITY'S BICYCLE TRANSPORTATION MAP.

Mr. Shawn O'Leary, Director of Public Works, introduced Mr. Gary Miller, Chair, Bicycle Advisory Committee (BAC) and Mr. Miller highlighted recommendations from the BAC regarding potential changes to the Bike Route Map. Mr. Miller said most of the routes in the City of Norman Bike System are "shared-road" routes and the bike routes are broken down into either *advanced* routes, which are located on streets with high volumes of auto traffic and are for experienced riders who are comfortable in most any traffic condition; or *basic* routes, which are located on streets with low to moderate traffic, including lower speeds, and are for the more casual or younger riders who are less confident in traffic without special provisions for bicycles. He said bike paths are also used in some areas of the City, but only a few exist in Norman. Bike paths are separated from the road, may be shared with pedestrians, and are good for all riders, but are particularly good for young riders who are still monitored by parents.

On October 10, 2010, Council adopted Resolution R-1011-55 revising Norman's Bike Route Map as recommended by BAC. Mr. Miller said the revised map featured the re-introduction of bike lanes along several streets including: Oakhurst Avenue, Biloxi Drive, Beaumont Drive, Shiloh Drive, Vicksburg Avenue, McGee Avenue, Boyd Street, and Brooks Street.

On September 13, 2011, Council approved the inclusion of bike lanes on Cedar Lane Road between 12th Avenue S.E. and one-half mile east of 24th Avenue S.E., 12th Avenue S.E. between Cedar Lane Road and State Highway 9, and Oak Tree Avenue between 12th Avenue S.E. and Constitution Street. Bike lanes are striped lanes on selected streets accompanied by signs and lane markings that are designated solely for bicycle use and no parking is allowed in bike lanes at any time. Mr. Miller summarized bike lanes as follows:

- Support and encourage bicycling as a means of transportation;
- Help define road space;
- Promote a more orderly flow of traffic;
- Encourage bicyclists to ride in the correct direction, with the flow of traffic;
- Give bicyclists a clear place to be so they are not tempted to ride on the sidewalk;
- Remind motorists to look for cyclists when turning or opening car doors;
- Signal motorists that cyclists have a right to the road;
- Reduce the chance that motorists will stray into cyclist' path of travel;
- Make it less likely that passing motorists swerve toward opposing traffic; and
- Decrease the stress level of bicyclists riding in traffic.

Mr. Miller said on August 13, 2012, the BAC unanimously recommended the inclusion of bike lanes, including the motivation for each, to the following 2012 Bond projects. He said subsequently, Council approved to add the proposed bike lanes to the 2012 Bond projects as follows:

- 24th Avenue East between Lindsey Street and Robinson – area is designated as a bike facility; provide a bike facility designed for all users (not just the advanced); high concentration of apartment complexes and students in the area; potential for additional residential and commercial development east of 24th Avenue East; one middle school and two elementary schools are located in the area; connection to the Beaumont Drive Bike Lane System; and bike lanes included in the design concept and budget development prior to the Bond Election.
- 36th Avenue N.W. between Tecumseh Road and Indian Hills Road – area designated as a bike facility; provided a bike facility designed for all users (not just the advanced); All Saints Catholic School located in area; bike lanes included in the design concept and budget prior to the Bond Election; active platting activity, i.e., 708 apartment units, 1591 residential lots, 605,800 square feet of commercial building space, 123,500 square feet of office space, 800 seat church sanctuary, and a 200 bed assisted living center, and the additional growth potential such as Ruby Grant Park and Special Planning Area No. 5 in the University North Park Tax Increment Finance District.
- Lindsey Street between 1-35 and Pickard Avenue – Lindsey Street is designated as a bike facility; provides a bike facility designed for all users (not just the advanced); gateway to University of Oklahoma (OU) which is the highest bicycle traffic generator in the City; area has one of three bicycle crossings over I-35; high concentration of apartment complexes and OU students in the area; potential for additional residential and commercial development, including a City park; two middle schools and three elementary schools located in the area; connection to the McGee Drive Bike Lane System; and bike lanes included in the design and budget development prior to the Bond Election.

Mr. O'Leary said furthermore the addition of the proposed bike lanes are consistent with the regional multimodal transportation vision in the Encompass 2035 and supports the recent designation of Norman as a Bicycle Friendly Community (Bronze Level) by the League of American Bicyclists. He said the goals and strategies of the Encompass 2035 – Regional Plan, along with a Norman citizen survey results, indicated Norman citizens wanted the regional bicycle and pedestrian networks expanded. Mr. O'Leary said the City begun a pilot program in a few areas of the community to demonstrate the need for and use of bike lanes within the City. He said the first phase of adding new bike lanes is being funded for the full amount ($55,215) by the City's Capital Budget. After this stage, the City plans to pursue a Complete Streets policy and continue to expand the bicycle network beyond the existing 12 miles of paved shared use path and 18 miles of singletrack.

Mr. O'Leary said the City is following a national standard when designing bicycle facilities, the American Association of State Highways and Transportation Officials (AASHTO) requires a five (5) foot minimum width for on-street bike lanes, 10 foot width for off-street multi-modal, signage, marking, and pavement smoothness, etc. He highlighted the cost impact associated with the addition of bicycle lanes as follows:

- Construction of bike lanes is eligible for federal funds;
- Projects with bike facilities compete better for federal funds;
- Cost of bike lanes included in bond project estimates; and
- Additional City cost per federally funded projects - 24th Avenue East: $425,000 ($340,000 federal / $85,000 local for a 1.64% increase); 36th Avenue N.W.: $450,000 ($360,000 federal / $90,000 local for a 1.66% increase); and Lindsey Street: $250,000 ($200,000 federal / $50,000 local for a 0.23% increase).

Mr. O'Leary said BAC recommends the City's Bike Route map be amended to designate the following as striped bike lane facilities:

1. 24th Avenue East, from north of Lindsey Street to Robinson Street;
2. 36th Avenue N.W. from Tecumseh Road to the northern City Limits; and
3. Lindsey Street from I-35 to Pickard Avenue

The BAC also recommends Council authorize Staff to proceed with design of the various projects as multimodal roadways with bicycle lanes in order to complete preliminary plans and secure additional readiness points when applying for federal funds in December 2012.

Councilmember Williams asked if the federally funded projects included a stipulation that the street must be a current bike route or designated route before federal funds can be applied and Mr. O'Leary said yes, that the City would need a bike route map reflecting the desire of the community to have off-street bike lanes. Mr. O'Leary said that the Oklahoma Department of Transportation (ODOT) will look to Council's interest regarding bike facilities within a documented plan, as opposed to randomly implementing project by project. He said the costs for the recommended projects were included in the cost estimates and budget for the bond election; therefore, if Council chooses to do the projects the funds are in the bond program and likewise there would be a cost savings if Council chooses not to do the projects.

Councilmember Gallagher felt 36th Avenue N.W. is too narrow to install bike lanes and would be dangerous for riders. Mr. Tom Woodfin, BAC member, said the standards for establishing safety of riding on the road take into the account the number of vehicles per day and the width of the road is not considered in the calculation for installing bike lanes on a proposed road. He said a study would be done on the proposed street and the best configuration for that street would be designed. Councilmember Williams asked how advanced routes are determined to be safe for both the bicyclist and traffic and asked if speed limits are taken into consideration. He felt 48th Avenue N.W. would be a much better choice because the street has a lot less traffic. Mr. James Briggs, Park Planner, said 36th Avenue N.W. was chosen as a bike route years ago because it was determined to be a street that most likely would be able to be constructed to include bike lanes. Mr. Briggs said 36th Avenue N.W. has remained because it has become the logical larger street in that particular area in Norman. Mr. Miller said the proposed reconstruction of 36th Avenue N.W. will make it more viable and a great opportunity for bike lanes to be added during construction. Mayor Rosenthal said the reconstruction will allow a tremendous opportunity to make the proposed roads safe for all modes of transportation at a miniscule cost in terms of the City's share and compete for federal dollars.

Mayor Rosenthal said bicycle networks, as well as sidewalk networks, are both desirable for pedestrians and Mr. O'Leary said all the proposed bike lane facilities will contain sidewalks on both sides of the street as well as accessible paths to travel. Mr. O'Leary said a 10 foot wide sidewalk is proposed on the east side 36th Avenue N.W., along Legacy Trail.

Councilmember Gallagher asked if Norman licensed bicycle riders and Staff said currently not at this time. Mr. Miller said in the past bicyclists were required to obtain licenses, but he felt it was and would be difficult to administratively maintain the licenses/registration for 27,000 plus bicyclists.

Councilmember Williams asked if other cities who have effectively added bike lanes to streets have any ordinances and/or laws that encourage bicyclists to use the bike lanes rather than use the street and impose fines if they do not. Mr. Miller said the BAC has asked Police Staff to research this very topic and Mr. O'Leary said Staff will follow up. Councilmember Gallagher asked if the BAC has had any coordination with the Police Department to discuss problematic areas; whether bicyclists or motorists complaints/concerns. He felt both bicyclists and motorists would benefit if the Police were more observant and/or issued more warnings to bicyclists/motorists that did not follow the law. Mr. Miller said Officer Marcus Smallwood attends BAC meetings, acting as liaison between the Police Department and BAC. He said the BAC has had a series of meetings with Mr. Keith Humphrey, Police Chief, to discuss incidents and residential complaints. Mr. Miller said enforcement, whether the bicyclists behavior or motorist actions, is a standing agenda item at each BAC meeting. Mr. O'Leary stated that Staff from Public Works, Parks and Recreation and the Police Department are all actively involved with the BAC.

Councilmember Gallagher asked if particular streets such as 12th Avenue East and Robinson Street will be taken off the bike route because they are very heavily traveled streets and Mr. Miller said the BAC constantly reviews the bicycle route map to determine if streets should be removed. Mr. Miller said the BAC is recommending the on-street bike lanes in hopes of eliminating a lot of the concerns such as narrow roads, speed limits, overall safety and possible frustrations for the bicyclists as well as motorists. Mr. O'Leary said it is a very dynamic process and it is reasonable that the routes will change over time whether deleting and/or adding streets.

Chairman Griffith asked why 60th Avenue East and 72nd Avenue East are not considered advanced bike routes and included in the bike route map. Mr. Briggs said that the BAC felt that 48th Avenue East was the best route and Mr. Miller said 60th Avenue East and 72nd Avenue East both have a lot of hills.

Ms. Joy Hampton, *The Norman Transcript*, asked the advantages of a being named as a bike friendly community and Mr. Miller said it promotes the community's image and increases the overall quality of life for its residents.

Chairman Griffith said he echoed Mayor Rosenthal's comments regarding the tremendous opportunity that exists to make the proposed roads safe for all modes of transportation at a miniscule cost in terms of the City's share and having the designations will assist in competing for federal dollars. He felt this is an opportunity for Norman to enhance bicycle riding and safety for the entire community. Chairman Griffith said he believes the statement, "If you build it, they will come," and felt the more opportunities that are provided to bicyclists, the more residents will take advantage of bicycling, as well as, more bicyclists may be likely to visit our City.

Items submitted for the record

1. PowerPoint Presentation entitled, "2012 Transportation Bond Program Accommodation for Bicyclists" City Council Planning and Transportation Committee dated November 26, 2012, presented by the Bicycle Advisory Committee and Public Works Department
2. City of Norman Bike Route Map 2011 Edition

STATUS UPDATE ON THE DEVELOPMENT OF A HIGH DENSITY RESIDENTIAL ZONING DESIGNATION.

Ms. Susan Connors, Director of Planning and Community Development, said on September 24, 2012, Staff presented the Community Planning and Transportation Committee (CPTC) with a report on the summer's High Density Discussion Series and the Committee requested Staff prepare a High Density Zoning District (HDZD) that would be added to the existing Zoning Ordinance. She said development of a HDZD is guided by community input gathered throughout the discussion series and having such an ordinance would enable the City to allow development of higher density residential land uses, which are not permitted under the current zoning districts. A new HDZD would prioritize issues such as compatibility of size and scale of new development relative to existing neighborhoods and districts, the provision of adequate parking to support high density, the importance of high quality design and building materials, and appropriate locations for development.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-83

File ID:	R-1213-83	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$187,418.00	**File Created:**	12/05/2012
File Name:	Four Parks Funding Appropriation			**Final Action:**	

Title: RESOLUTION NO. R-1213-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $187,418 FROM THE NEIGHBORHOOD PARK LAND FUND BALANCE FOR IMPROVEMENTS TO ADKINS' CROSSING, COLONIAL ESTATES, COLONIAL COMMONS, AND SUNRISE PARKS.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-83.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 24

Attachments: Text File R-1213-83, R-1213-83, Copy of Parks Project 2012, R-1213-83 Location Map Colonial Estates, Colonial Commons, R-1213-83 Location Map Adkins' Crossing

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-83

Body

BACKGROUND: On 1 March, 2011, voters in Norman approved a City Charter amendment providing for the expenditure of fees-in-lieu of park land that were collected between 1976 and 1994 for the purpose of making park improvements in areas where suitable land is not available to purchase. This Charter amendment allows the city to make use of over $642,000 of parkland fees and interest earnings for capital improvements in twenty-one neighborhood park sites. The first project done using these funds was the creation of the new Monroe Park on land leased from the Norman Public School System. This neighborhood represented the largest portion of the total fee-in-lieu funds collected prior to 1994 ($275,000); and the remaining funds from this part of town will be used at Adkins Crossing Park, located south of Hwy 9 on 24th Ave SW.

The 2009 Norman Parks and Recreation Master Plan identified maintenance of our existing facilities as the number one priority for Norman parks. A major part of fulfilling this goal is to replace broken sidewalks/trails, site furniture (picnic tables, trash cans, benches, drinking fountains, etc.), and play equipment before new amenities, facilities and landscaping are installed. Each park has a separate list of needs determined in the 2009 Master Plan; and park planning staff makes a thorough investigation of each park site before an upgrade

plan is presented.

DISCUSSION: In September, 2012, as the Monroe Park project was finishing-up, park planning staff determined a plan for how to best utilize the available funding at the four park sites with the next-largest pre-1994 neighborhood fee-in-lieu of land fund balances. The plans include repair and replacement of broken or missing park amenities as well as the addition of more sports or play equipment in those parks where the maintenance needs can be met and remaining funds would be available for purchase of new additional park features.

In October, 2012, staff presented plans for Adkin's Crossing Park, (2136 24th Avenue SW); Colonial Estates Park (1641 East Lindsey Street); Colonial Commons Park (1909 Beaumont Drive); and Sunrise Park (324 Skyline Drive) at the regular meeting of the Board of Park Commissioners. For each site, the plan included a discussion of both the immediate general maintenance needs identified by staff and the park needs as identified in the 2009 Master Plan; as well as any additional long-range park improvements for each park beyond the immediate maintenance and master plan suggestions.

At this time, the pre-1994 fee-in-lieu funds will be combined with any fees collected after 1994 as well as any park development funds collected from developers over the years to accomplish as much of the plan for each park as possible. The source of the funds being appropriated are as follows: $145,338 pre-1994 fee-in-lieu and $42,080 park development fees.

Among other items, the available funds at each park will help accomplish the following:

Adkin's Crossing Park-Replace all picnic tables, trash cans and benches, replace the old swing sets, add a backstop, replace the soccer goals, repair and re-stripe the parking area along 24th Avenue.

Colonial Estates Park-Replace damaged segments of the walking trail and widen areas of narrow trail, replace or fix all pedestrian bridges over the creek, replace all disc golf baskets and repair or replace all concrete tee pads, fill in gaps in curb-side sidewalk along Beaumont Drive.

Colonial Commons Park-Replace and/or repair the two backstops, replace damaged sidewalk sections leading to Vicksburg Avenue, add shade trees and irrigation in selected areas, replace the drinking fountain and repair or replace old damaged play equipment.

Sunrise Park-Replace old backstop with new galvanized material, replace the concrete entry ramp from the street into park and add sidewalk along Skyline Drive and across the park from Skyline to the apartments north of the park, add soccer goals with nets, repair the sand volleyball standards and net.

STAFF RECOMMENDATION: It is recommended that the City Council approve the appropriation of $187,418 from the Neighborhood Park Land Fund Balance for master plan improvements described above at four parks.

Appropriation from Neighborhood Park Land Development Fund Balance ((052-0000-253.20-00)
Amount: $187,418

Appropriate to:Project No. PR0135 Adkin's Crossing Park Improvements (052-9053-452.61-01)
Amount: $38,718

Appropriate to:Project No. PR0136, Colonial Estates Park Improvements (052-5059-452.61-01)
Amount: $104,300

Appropriate to Project No. PR0137, Colonial Commons Park Improvements (052-9057-452.61-01)
Amount: $21,900

Appropriate to Project No. 0138, Sunrise Park Improvements (052-9306-452.61-01)
Amount: $22,500

Resolution

R-1213-83

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $187,418 FROM THE NEIGHBORHOOD PARK LAND FUND BALANCE FOR IMPROVEMENTS TO ADKINS' CROSSING, COLONIAL ESTATES, COLONIAL COMMONS, AND SUNRISE PARKS.

§ 1. WHEREAS, on March 1, 2011, voters in Norman approved a City Charter amendment providing for the expenditure of fees-in-lieu of park land that were collected between 1976 and 1994 for the purpose of making park improvements in areas where suitable land is not available to purchase; and

§ 2. WHEREAS, Monroe Park was the first project to be constructed with fees-in-lieu of park land and recently Staff identified four parks with funding available for improvements; and

§ 3. WHEREAS, improvements at Adkins' Crossing Park will include replacements of picnic tables, trash cans, benches, swing sets, and soccer goals; adding a backstop; and repairing and restriping the parking area along 24th Avenue S.W.; and

§ 4. WHEREAS, Colonial Estates Park will have damaged segments of the walking trail replaced and areas of narrow trail widened; pedestrian bridges replaced or repaired; disc golf baskets and concrete tee pads replaced; and curb-side sidewalk gaps filled in along Beaumont Drive; and

§ 5. WHEREAS, Sunrise Park will have the backstop and concrete entry ramp from the street into the park replaced; sidewalks added along Skyline Drive and across the park from Skyline to the apartments north of the park; soccer goals with nets added; and the sand volleyball standards and net will be repaired.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 6. That the below-described appropriations will be made for the reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Project No. PR0135, Adkins Crossing Park Improvements, Construction	052-0000-253.20-00	052-9053-452.61-01	$ 38,718
Project No. PR0136, Colonial Estates Park Improvements, Construction	052-0000-253.20-00	052-5059-452.61-01	$104,300
Project No. PR0137, Colonial Commons Park Improvements, Construction	052-0000-253.20-00	052-9057-452.61-01	$ 21,900
Project No. PR0138, Sunrise Park Improvements, Construction	052-0000-253.20-00	052-9306-452.61-01	$ 22,500

PASSED AND ADOPTED this 18th day of December, 2012

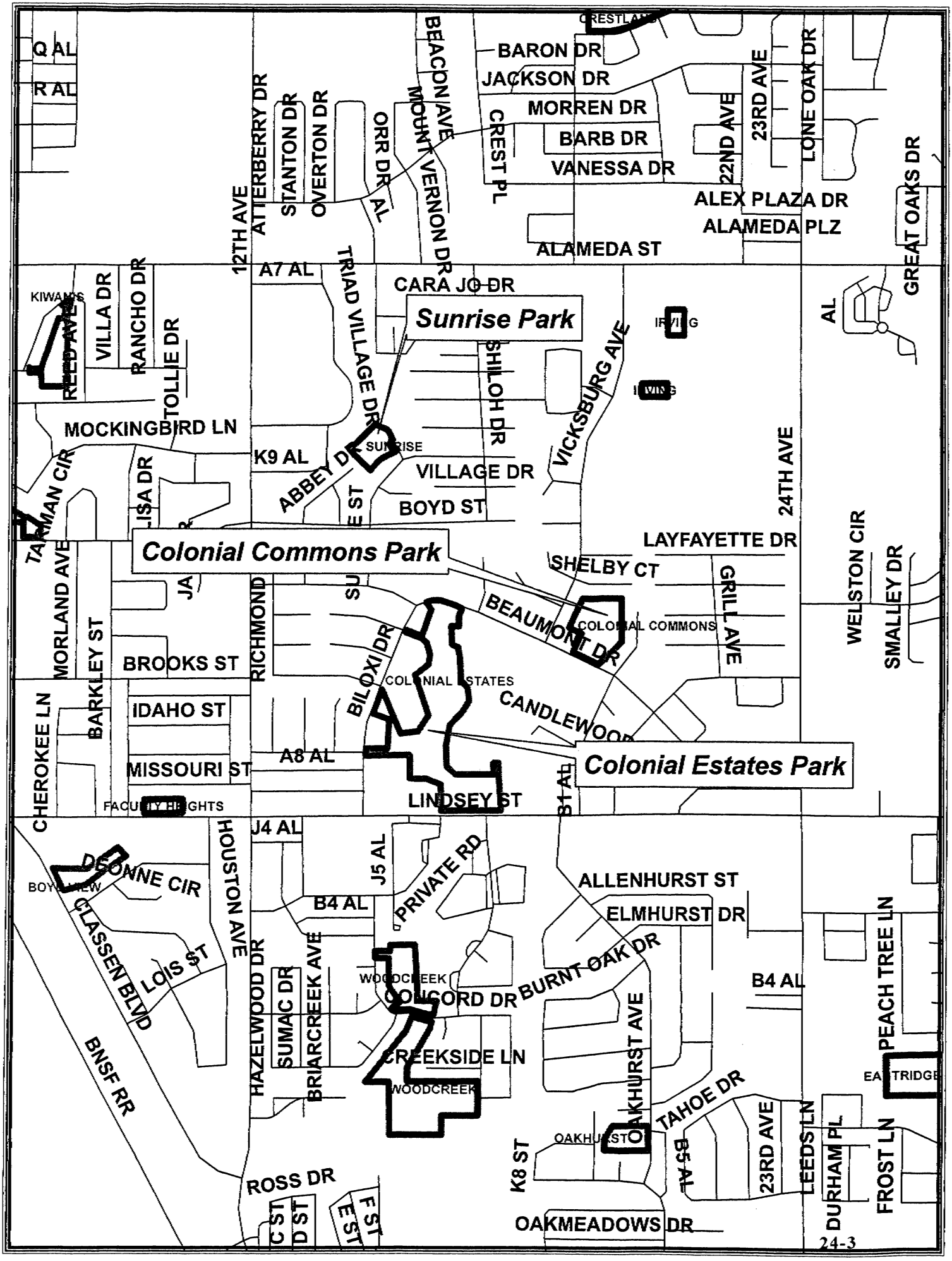
_____
Mayor

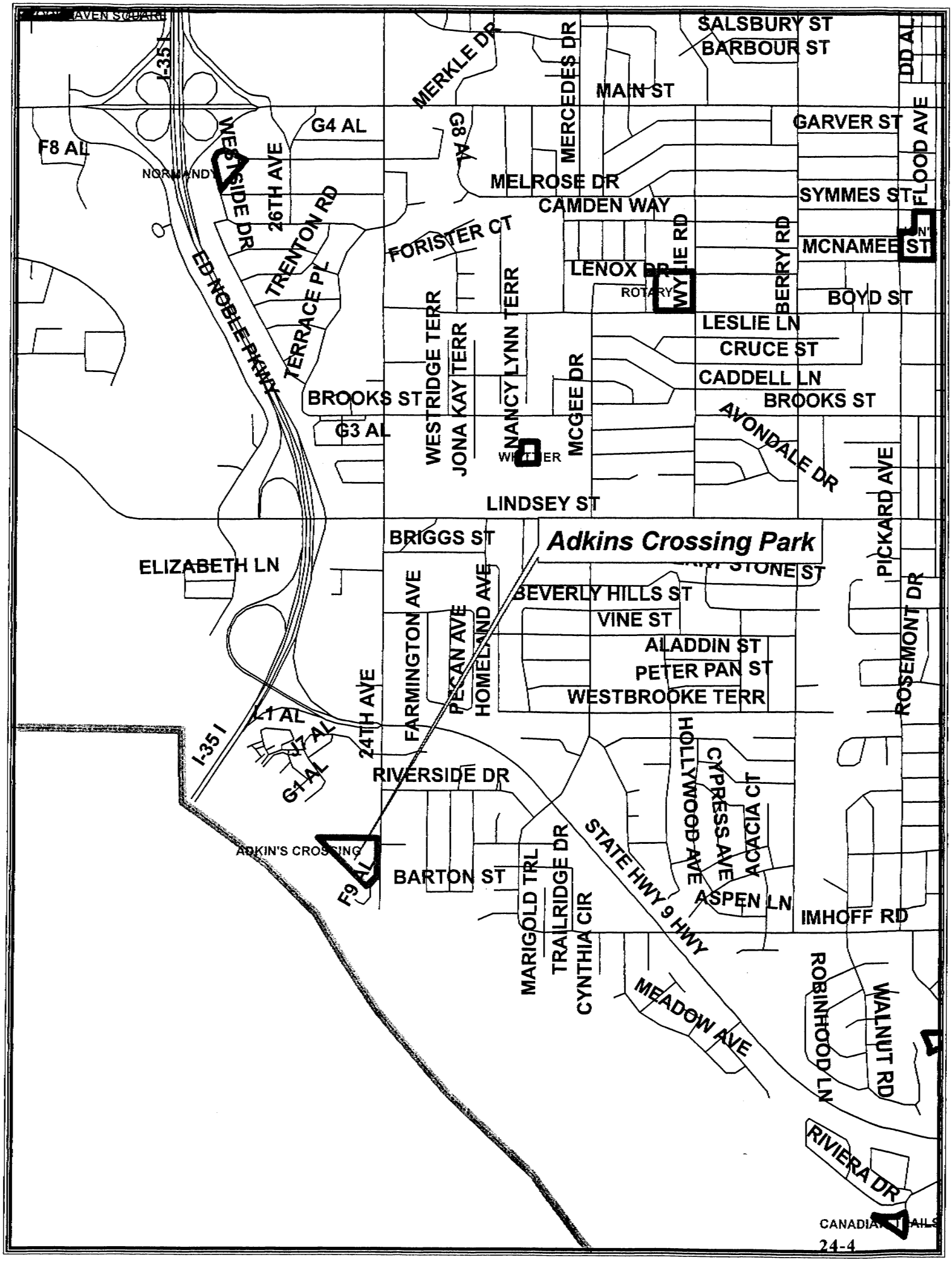
ATTEST:

_____
City Clerk

Park Improvement Projects

Park	Project Description	Estimated cost	Funding Sources: Fee-in-lieu collections (Charter Amendment)	Funding Sources: Park Development Collections
Adkins Crossing	Replace all picnic tables, trash cans and benches, replace the old swing sets, add a backstop, replace the soccer goals, repair and re-stripe the parking area along 24th Avenue.	$38,718	$34,518	$4,200
Colonial Estates	Replace damaged segments of the walking trail and widen areas of narrow trail, replace or fix all pedestrian bridges over the creek, replace all disc golf baskets and repair or replace all concrete tee pads, fill in gaps in curb-side sidewalk along Beaumont Drive.	$104,300	$74,000	$30,300
Colonial Commons	Replace and/or repair the two backstops, replace damaged sidewalk sections leading to Vicksburg Avenue, add shade trees and irrigation in selected areas, replace the drinking fountain and repair or replace old damaged play equipment.	$21,900	$14,320	$7,580
Colonial Commons	Replace old backstop with new galvanized material, replace the concrete entry ramp from the street into park and add sidewalk along Skyline Drive and across the park from Skyline to the apartments north of the park, add soccer goals with nets, repair the sand volleyball standards and net.	$22,500	$22,500	$0
		$187,418	$145,338	$42,080


Q AL
R AL
12TH AVE
ATTERBERRY DR
STANTON DR
OVERTON DR
ORR DR
AL
BEACON AVE
MOUNT VERNON DR
CREST PL
BARON DR
JACKSON DR
MORREN DR
BARB DR
VANESSA DR
22ND AVE
23RD AVE
LONE OAK DR
ALEX PLAZA DR
ALAMEDA PLZ
ALAMEDA ST
GREAT OAKS DR
A7 AL
TRIAD VILLAGE DR
CARA JO DR
Sunrise Park
KIWANIS
REED AVE
VILLA DR
RANCHO DR
TOLLIE DR
SHILOH DR
VICKSBURG AVE
IRVING
AL
MOCKINGBIRD LN
K9 AL
SUNRISE
ABBEY DR
VILLAGE DR
BOYD ST
24TH AVE
TARMAN CIR
LISA DR
Colonial Commons Park
LAYFAYETTE DR
SHELBY CT
GRILL AVE
WELSTON CIR
SMALLEY DR
MORLAND AVE
BARKLEY ST
RICHMOND
BEAUMONT DR
COLONIAL COMMONS
BROOKS ST
BILOXI DR
COLONIAL ESTATES
CANDLEWOOD
IDAHO ST
CHEROKEE LN
A8 AL
MISSOURI ST
Colonial Estates Park
FACULTY HEIGHTS
LINDSEY ST
B1 AL
J4 AL
HOUSTON AVE
J5 AL
PRIVATE RD
DEONNE CIR
BOYD VIEW
ALLENHURST ST
B4 AL
ELMHURST DR
CLASSEN BLVD
LOIS ST
HAZELWOOD DR
SUMAC DR
BRIARCREEK AVE
WOODCREEK
CONCORD DR
BURNT OAK DR
B4 AL
PEACH TREE LN
BNSF RR
CREEKSIDE LN
WOODCREEK
OAKHURST AVE
TAHOE DR
EASTRIDGE
OAKHURST
B5 AL
23RD AVE
LEEDS LN
DURHAM PL
FROST LN
K8 ST
ROSS DR
C ST
D ST
E ST
F ST
OAKMEADOWS DR


Adkins Crossing Park
I-35
MERKLE DR
MERCEDES DR
SALSBURY ST
BARBOUR ST
MAIN ST
G4 AL
G8 AL
GARVER ST
F8 AL
NORMANDY
WEST SIDE DR
26TH AVE
TRENTON RD
MELROSE DR
CAMDEN WAY
SYMMES ST
FLOOD AVE
FORISTER CT
MCNAMEE ST
LENOX DR
ROTARY
WYLIE RD
BERRY RD
BOYD ST
ED NOBLE PKWY
TERRACE PL
WESTRIDGE TERR
JONA KAY TERR
NANCY LYNN TERR
LESLIE LN
CRUCE ST
CADDELL LN
BROOKS ST
MCGEE DR
G3 AL
AVONDALE DR
LINDSEY ST
PICKARD AVE
BRIGGS ST
ELIZABETH LN
STONE ST
BEVERLY HILLS ST
VINE ST
ALADDIN ST
PETER PAN ST
WESTBROOKE TERR
ROSEMONT DR
FARMINGTON AVE
PECAN AVE
HOMELAND AVE
24TH AVE
L1 AL
J7 AL
G1 AL
RIVERSIDE DR
HOLLYWOOD AVE
CYPRESS AVE
ACACIA CT
STATE HWY 9 HWY
ADKIN'S CROSSING
F9 AL
BARTON ST
MARIGOLD TRL
TRAILRIDGE DR
CYNTHIA CIR
ASPEN LN
IMHOFF RD
MEADOW AVE
ROBINHOOD LN
WALNUT RD
RIVIERA DR

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1011-133 Add #1

File ID:	K-1011-133 Add #1	**Type:**	Contract	**Status:**	Non-Consent Items
Version:	2	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	Police Department	**Cost:**	$254,340.00	**File Created:**	08/28/2012
File Name:	K-1011-133-Amd #1 RCC Consultants, Inc.			**Final Action:**	

Title: ADDENDUM NO. ONE TO CONTRACT NO. K-1011-133: BY AND BETWEEN THE CITY OF NORMAN AND RCC CONSULTANTS, INC., INCREASING THE CONTRACT AMOUNT BY $254,340 TO PROVIDE IMPLEMENTATION SERVICES AND MOBILE DATA NETWORK CONSULTING SERVICES FOR THE COMPUTER AIDED DISPATCH (CAD), POLICE RECORDS MANAGEMENT SERVICES (RMS), AND MOBILE DATA NETWORK (MDN) PROJECT AND BUDGET APPROPRIATION AND REIMBURSEMENT.

Notes: ACTION NEEDED: Motion to approve or reject Addendum No. One to Contract No. K-1011-133 with RCC Consultants, Inc. increasing the amount by $254,340; and, if approved, authorize the execution thereof, appropriate funds in an amount not-to-exceed $254,340 from the General Fund Balance (010-0000-253.20-00) to provide up-front costs, as necessary, for the consulting services in advance of the completion of Fire Station No. 9, and transfer funds from Public Safety Sales Tax, Telecommunications Equipment Computer Software (015-6115-421.53-04) to repay any interim General Fund monies made available prior to June 30, 2013.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 25

Attachments: Text File Addendum #1 to K-1011-133, K-1011-133 Adden #1

Project Manager: Major JD Younger

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1011-133 Add #1

Body

BACKGROUND: The City of Norman Emergency Responders (Police and Fire) have been using multiple databases and software solutions to satisfy minimum response and reporting needs. The current applications and multiple database infrastructures presently utilized have proven to be an inefficient and unreliable solution. The City has been using GLOBAL Computer Aided Dispatch (CAD) since December 2000, GLOBAL Police Records Management System (RMS) since October 2003 and Firehouse Fire Records Management since 2000. Since the implementation, there have been performance issues with the present software solutions that support public safety. These issues and situations include, but are not limited to delays, lock-ups, lengthy data

back-ups, computer processor unit (CPU) spikes, field-reporting limitations, etc. Performance issues continue after multiple software upgrades and appear to be systemic. The Emergency Responder Departments (Police and Fire) in conjunction with the Information Technology Division have openly discussed and researched opportunities to replace these software solutions since 2004. The goal is for the City of Norman to invest in an integrated database system and migrate necessary data accordingly. This would reduce redundant data entry, improve application response, and enhance public safety's workflow, ultimately increasing personnel efficiency.

On February 22, 2011, Council approved contract K-1011-133 with RCC Consultants in the amount of $105,000 to provide the following services:

Perform a needs assessment and assist the City in developing a strategy for acquiring and successfully implementing a multi-agency, multi-jurisdictional Computer Aided Dispatching (CAD), Police Records Management System (PRMS), Fire Records Management System (FRMS), Mobile Data (MD) software and in-field reporting software replacement.

As required by the scope of the contract, RCC has satisfactorily performed or assisted with the following items:

1) Determining if a phased installation and purchase is feasible without impacting the end-user dramatically; noting impacts, obstacles, explanations and details for approach recommendations.
2) Assisted in preparation of a Request for Proposal for a Public Safety Software solution, reviewed proposals, ranked proposals and recommendations through the vendor selection process.
3) Negotiated a contract for purchase of a Public Safety Software solution and maintenance plan with the selected vendor on behalf of the City of Norman.

DESCRIPTION: During the execution of the existing contract, specifically when reviewing similar project implementations in comparable locations, staff identified that two components critical to the overall success of the CAD/RMS/MD project are lacking.

The first lacking component is implementation consultant services for the project. While conducting literature research, phone interviews, and on-site reviews with cities that had implemented new public safety software systems, it became very evident that a common thread of success was a focused implementation phase coordinated by an experienced third-party consultant. Cities that properly planned and executed the implementation phase of their project experienced fewer logistic and financial challenges prior to reaching system acceptance. Cities that experienced extended mitigation issues and difficulty reaching system acceptance stated that they would have greatly benefited from a professionally-managed implementation phase. In addition to on-going support for project management and coordination and issue tracking, key activities in the implementation phase include design review, issue resolution, oversight, status updates, acceptance testing, system cut-over support, and project closeout. Absent the addition of implementation services to the existing consultant project scope, City of Norman staff will be solely responsible for all aspects of the implementation phase of the public safety software solution project. Based on resource and experiential limitations, a staff managed implementation phase is not recommended.

RCC, the City's current project consultant, has demonstrable experience in conducting successful implementation phases of public safety software projects. RCC has provided a detailed Scope of Work (SOW) and quote to amend the City's existing project contract to include implementation services.

The second lacking component for a successful CAD/RMS system project implementation is a reliable, integrated mobile data network. Wireless communications infrastructure or mobile data network is critical for efficient public safety and government operations. Mobile data networks provide the means for information exchange between first responders, support, and administrative personnel. Public safety software solutions require stable and dependable connectivity to mobile data networks to ensure that resources are managed and deployed in the most effective and efficient manner. With varied wireless connection options available, it is critical to understand the risks and benefits associated with each. A successful wireless communication project involves requirement gathering, procurement management, and implementation oversight. Absent the addition of mobile data consulting services to the existing project scope, City of Norman staff will be solely responsible for all aspects of a wireless communications infrastructure assessment, procurement, and implementation. Based on resource and experiential limitations, a staff-managed wireless communications infrastructure project

is not recommended.

RCC, the City's current project consultant, has demonstrable experience providing consulting services for mobile data networks related to public safety software projects. RCC has provided a detailed Scope of Work (SOW) and quote to amend the City's existing project contract to include mobile data network consulting services.

RECOMMENDATION: Staff recommends the amendment of the contract K-1011-133 to RCC Consultants, Inc. in the amount of $254,340; $151,340 for Consulting Services for CAD/RMS/MDC Implementation and $103,000 for Consulting Services for Mobile Data RFP and Selection Process. Funds for this consultant contract amendment are available in Public Safety Sales Tax, Telecommunication Equipment/Computer Software (015-6115-421.53-04).

Council authorization is also recommended for the appropriation of General Fund Balance (account 010-0000-253.20-00) in a total amount not to exceed $254,340 to provide up-front cash, as necessary, for the Consulting Services for Mobile Data RFP and Selection Process Contract in advance of the completion of Fire Station #9; and for the transfer of funds out of Public Safety Sales Tax, Telecommunications Equipment Computer Software (account 015-6115-421.53-04) to repay any interim General Fund balance made available for the Consulting Contract amendment, before June 30, 2013.

ADDENDUM NO. 1 TO AGREEMENT NO. K-1011-133
CONSULTANT SERVICES AGREEMENT

THIS ADDENDUM NO. 1 is made and entered into this ____ day of November, 2012, by and between the City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as the "City"), and RCC Consultants, Inc., a Delaware corporation (hereinafter referred to as "RCC").

WHEREAS, the City and RCC entered into Contract K-1011-133 on the 22nd day of February, 2011, for consultation and assistance in the replacement of the Computer Aided Dispatch (CAD), Police Records management Systems (PRMS), Fire Records Management System (FRMS), Mobile Data Software (MDS) and Field Based Reporting (FBR) applications;

WHEREAS, the parties desire to amend the Agreement as modified in Exhibit "A" Payment Schedule for expenses and costs incurred during the implementation phase, and Consulting Services for pricing of the implementation services for CAD/RMS/MDC applications; and Exhibit "B" Consulting Services for pricing of procurement and implementation of the Mobile Data Network (MDN), attached hereto and made a part hereof; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-1011-133 shall be amended in the amounts as set forth in attached Exhibit "A" for initial expenses and costs in the amount of $5,951.84 which is included in the pricing amount of $151,340 and Exhibit "B" for expenses and costs incurred during the implementation phase, consultation of pricing the implementation services, and applications to the CAD/RMS/MDC and MDN systems and network in the amount of $103,000. The amended amount under this Addendum is $254,340.

IT IS FURTHER UNDERSTOOD AND AGREED by the parties that the remaining terms and conditions of the original Agreement shall remain in full force and effect and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF the parties have approved this Addendum and authorized the signatures below as of the dates set out.

RCC CONSULTANTS, INC.

By: _____
Michael W. Hunter
President and CEO

ATTEST/WITNESS:

By: _____
Steven T. Apicella
Vice President and Ass't Secretary

CITY OF NORMAN
Approved as to form and legality this _____ day of November, 2012.

_____
Jeanne Snider, Assistant City Attorney

Approved by the City of Norman this _____ day of November, 2012.

ATTEST:

_____
Brenda Hall, City Clerk

_____
Cindy S. Rosenthal, Mayor

EXHIBIT "A"
to
ADDENDUM NO. 1 TO CONTRACT NO. K-1011-133

Phase III Implementation

Task 1: Kickoff and Coordination

The purpose of this task will be to formally initiate the implementation of the new CAD, Police and Fire Records and Mobile Data System. The process will begin with an implementation project kickoff meeting held in City facilities with the City's project team, RCC and the vendor's representatives. The purpose of the kickoff meeting will be to accomplish the following:

- Review and discuss the scope of work contained in the contractual document
- Review and agree upon the implementation schedule and milestones to be completed along the way
- Determine who will be involved from each of the participating organizations throughout project implementation and their level of commitment along with the anticipated timeframes (e.g., which databases will have to be built, who will be responsible for gathering and inputting the required data, when are the databases required to be completed, when will training occur, who will participate, etc.)
- Review and discuss payment terms tied to milestone performance
- Deliverables: Kickoff meeting support

Task 2: Design Review

RCC will provide support for a detailed system design review/configuration session for CAD, Records and Mobile Data to thoroughly discuss the proposed system, hardware and configuration, and to discuss how the systems will function within the City's environment. RCC's experience in the capabilities of the selected systems as well as what is generally available in the industry will be helpful in guiding these discussions to maximize system functionality while avoiding potential project delays, additional changes in the City's business processes, and increased project costs due to unforeseen customization requirements. We have included time for a two-day meeting on-site to support this review.

- Deliverables: Design review support

Task 3: Issue Resolution

The successful installation of the new systems will be a complex process. RCC will work with the City's project team and the selected vendor to monitor, track, and help resolve integration issues that may arise during system implementation. RCC's Project Manager will review and evaluate vendor project progress reports in accordance with the project plan and contract requirements. RCC will work with the vendor to establish an issue tracking system to maintain the status of issues, and ensure timely reporting of issues and issue status.

- Deliverable: On-going support and tracking of design issues.

Task 4: Implementation Oversight

RCC will work with the City and the vendor to make sure that the equipment and systems are configured as specified in the contract to meet the functional requirements. Typically there are many system configuration choices to be made, and RCC will provide assistance and guidance in making the selections as well as understanding the implication of the various choices.

There will be a variety of interfaces to external systems including 9-1-1, OLETS/NCIC, radio and logging recorders, paging systems and fire station alerting. RCC will review the associated interface documents and provide guidance in specifying, documenting and testing these interfaces.

RCC will review the user training materials provided by the vendor, including training plans, training materials and training schedule. RCC can also audit and monitor the vendor training provided.

RCC will review deliverables for quality and conformance with contract requirements. Deliverables include monthly status reports, project schedules, issues lists, acceptance test plans and procedures, as well as documentation identified separately under other tasks.

Data conversion is a very complex process requiring multiple iterations to ensure that the data is converted correctly. The vendor will be responsible for developing a data conversion plan and creating the data validation tables and fields in the new system to house the converted data. RCC will review the plan and work with the City and the vendor to match the data fields between the legacy systems and the proposed new system's databases to ensure that the data are loaded correctly without any data loss. While RCC will advise the City on the validation process, the City will perform the validation of the converted data.

- Deliverables: On-going support

Task 5: Status Meetings/Calls

Status meetings will be conducted either by phone or in person with the Project Committee. Meetings will be conducted in person when other activities are occurring on site, otherwise via teleconference. RCC will review and edit vendor meeting minutes following each status meeting, and track the status of open issues each month.

- Deliverables: Meeting minutes

Task 6: Acceptance Testing

RCC personnel will work closely with the City's project team to ensure that all of the new systems and equipment are fully tested prior to system acceptance. City facilities will be used for the majority of the functional, readiness, throughput, and, of course, the reliability acceptance test. The detailed acceptance test plan that was initially developed prior to contract execution and finalized during the initial stages of the implementation effort will serve as the foundation for the acceptance testing process. The CAD, RMS and Mobile Data systems will be tested to ensure that they meet the performance criteria stated in the Request for Proposal and Contract. In addition, the various system interfaces that link CAD with other external systems, databases, and equipment will be tested to ensure that appropriate functionality is provided on a reliable basis.

The systems will be load tested to ensure that they are capable of meeting the required throughput and reliability performance criteria established in the specifications. Prior to final acceptance, a 90 day performance test will be completed without a major system failure to ensure

that the new system is stable and ready for use by the City and its members. The results of the acceptance testing program will be presented to the City's project team. The vendor will be provided a list identifying discrepancies that require correction. Upon satisfactory disposition of the identified discrepancies, RCC will recommend that the City grant system acceptance. RCC will participate in the system acceptance testing and report results to the Client.

- Functional. RCC witnesses/documents system functional tests.
- Throughput. RCC witnesses/documents system throughput tests.
- Reliability. RCC monitors system reliability after cutover.
- Sign-Off Recommendation. RCC reports on the results of the system functional, throughput and reliability tests. RCC makes recommendations regarding final system sign-off.
- □Deliverables: Acceptance Testing support and recommendation for acceptance

Task 7: Cutover Support

RCC will provide support during system cutover/go-live, and monitor system cutover during the first few days of operation. If new system utilization problems occur, RCC recommends solutions to cutover problems. RCC is onsite during system cutover to coordinate a smooth transition to the new system.

- Deliverables: On-site support during cutover (3 days)

Task 8: Closeout

After the system is operational, RCC will work with the client to provide copies of existing documentation that was used or developed throughout the project for archival purposes. Upon completion, the project will be finished.

PROJECT SCHEDULE

Upon notification of authorization to proceed, RCC will begin to coordinate implementation activities with the City and the selected vendor. Overall project completion will be dependent on the final implementation schedule negotiated with the vendor, but it is expected that the project will be complete within twenty-four (24) months of contract signing with the selected vendor.

PAYMENT SCHEDULE

Once the project is approved, an initial invoice in the amount of $5,951.84 will be issued to the City to cover expenses and costs to be incurred during the Implementation phase of the project. RCC labor and expenses will be charged against this invoice until the credit is expended. At that time, regular monthly invoices will be generated for activities and expenses incurred. Invoices will be provided on a monthly basis for work performed the preceding month. Payments are due within forty-five (45) days of invoice. Payments not paid within forty-five (45) days will be assessed a late fee of 1.5% per month.

PRICING

The tasks and associated hours per task are provided in the worksheets below.

3 RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT CAD, RMS, MDC
Implementation Norman, OK

August 29, 2012

TASK	DESCRIPTION	HOURS	LABOR	TRAVEL	TOTAL
1 2 3 4 5 6 7 8	Project Kickoff and Coordination Design Review Resolve Integration Issues Implementation	27 35 96 332 92	$ 4,970.00	$ 1,700.00	$ 6,670.00
*ON-SITE	Oversight (18 months) Status Meetings/Calls Acceptance Testing Cutover Support Closeout	100 38 11	6,090.00	1,550.00	7,640.00
TASKS	TOTAL		$ 16,880.00	$ 4,400.00	$ 21,280.00
			59,600.00	6,800.00 -	66,400.00
			$ 17,960.00	$ 4,000.00	$ 17,960.00
			17,220.00	1,400.00 ——	21,220.00
			$ 6,760.00	$ —	$ 8,160.00
			2,010.00 —		2,010.00 —
			$ —	$	$ —
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		731	$ 131,490.00	$ 19,850.00	$ 151,340.00

Pricing

The total cost of implementation services as proposed, including travel and per diem expenses, is **$151,340.**

Pricing Assumptions

This quote is based on our preliminary understanding of the City's desired SOW, and is subject to further definition and revision if we are selected for contract negotiations.

These prices include the estimate for RCC professional fees and direct expenses, including costs to cover all overhead costs. The following assumptions have been included in our pricing:

1 Implementation services are highly customizable based on the amount of support desired by the City. The level of support required can be adjusted based on funding, internal expertise and other factors. Professional fees are based on the rates and task hours for the proposed project team members. Hours may be adjusted by agreement by both parties if the level of effort or the scope of work is modified. Hourly rates for professional fees beyond the scope of work will be based on RCC prevailing standard rates.

2 RCC proposes to provide invoices on a monthly basis, based on the work performed during that month. Payments are due within thirty (30) days of invoice.

3 In order to be more responsive to project requirements, RCC respectfully reserves the right to move professional fees and expenses between project tasks as needed to complete the scope of work, as long as the total amount billed to the Client does not exceed the contract amount.

4 Travel and travel-related expenses are estimated based on anticipated travel. Airfare prices are based on two-week advanced notice. Travel, expenses or additional hours required for unforeseen circumstances beyond RCC's control would be billed on a time and materials basis.

5 RCC will submit all written deliverables for one comment and review cycle. The customer will have ten (10) business days to review the document. A single set of comments will be provided to RCC for incorporation.

6 The implementation schedule will be dependent on the vendor selected. RCC has estimated a 12 month implementation schedule for this project.

7 It is expected that the City would pay RCC for cost overages caused by the vendor's failure during implementation and recover costs from the vendor.

EXHIBIT "B"
to
ADDENDUM NO. 1 TO CONTRACT NO. K-1011-133

RCC Qualifications

The planning and development of a comprehensive solution for a wireless communications infrastructure is a substantial undertaking, which must be carefully planned, coordinated and executed. Mission-critical Public Safety and Local Government operations must be fully supported throughout the development and implementation of such a system. Consequently, it is important that the City select the consulting firm that is best qualified to assist it in this important project. RCC's 29 years of corporate experience in the Public Safety communications sector will be of significant benefit to the City and the participating agencies.

RCC has been selected by over 150 cities, counties, and states to provide consulting and engineering services for the development and implementation of their voice and data systems. RCC personnel are constantly developing specifications and reviewing vendors' proposals for such systems. Accordingly, our staff is current on the latest technologies, system configurations and pricing available from the various system providers including, but not limited to:

- Alvarion
- Alcatel-Lucent LTE
- AT&T
- CalAmp/Dataradio
- Cisco Systems
- GE/Microwave Data Systems
- Harris (M/A-COM) Enhanced Digital Access Communication System (EDACS)
- Harris (M/A-COM) OpenSky
- IPMobileNet
- L-3 Communications
- Motorola RD-LAP
- Motorola High Performance Data
- Sprint/Nextel
- Tropos MESH Networks
- Verizon Wireless

RCC has developed some of the industry's most powerful and award winning[1] software tools for the engineering and design of wireless communications networks. Our ComSite Design® tools provide a wide range of capabilities including radio propagation (coverage) analysis, channel capacity analysis, frequency planning, interference analysis, and simulcast time delay analysis. RCC's system design tools allow our staff to be more effective in the development of high

[1] Best Software Product Award – United Telecom Council National Convention, 2003

quality communications solutions for our clients. The development of our own software tools allows RCC to provide better quality control for our client deliverables.

Today, the costs of developing a citywide wireless communications infrastructure can be staggering. There are both risks and benefits to implementing stand-alone data systems, and these alternatives need to be evaluated against shared systems. Consequently, it is important to evaluate the use of existing facilities and resources whenever possible, to help minimize costs. The development of such a system to provide voice, data, imagery communications and provide true interoperability among the participating agencies and jurisdictions will require a strong project team, an appropriate workplan, and a cooperative spirit among the project participants.

Accordingly, RCC has developed an initial project work plan for the City that is provided in the sections that follow. RCC's work plan and project methodology are based on our 29 years of experience in serving clients in the Public Safety and Local Government sector. RCC understands that some discussion and finalization of the work plan and scope of work may be needed prior to execution of a contract for services. We will work with the City's project team to finalize the scope of work as needed.

Our system experience includes system development, implementation and acceptance testing of both private and public network systems in a wide variety of system configurations including:

- Private Licensed
- Private Unlicensed
- Leased Cellular
- LTE
- MESH
- Hybrid Solutions
- Regional and statewide configurations

Our project experience ranges from small, single-site data systems, to a much larger, shared statewide radio system for the Commonwealth of Pennsylvania and other clients.

Scope of Work

Phase 1 – Requirements Gathering

Task 1.1—Project Initiation & Kickoff

The purpose of Task 1 is to initiate the project and conduct a project kickoff and orientation meeting to familiarize the City's project team with the scope of work for the project and project schedule, identify the types of information that will be requested, and establish appropriate lines of communication with representatives of the participating agencies.

The following activities are included in Task 1:

- Development of system user surveys
- Project kickoff and orientation meeting
- Initial facility and site reviews as scheduled

Task 1.2—Evaluate Current Systems & Environment

To understand the current system and assess the needs & requirements for the new system, RCC personnel will work with the City's project team to acquire the needed information through an interview and questionnaire process. The interview process is intended to review, update, and obtain current information on specific program details that will affect the procurement and implementation of an upgraded or replacement mobile data system. It will help identify the needs of the City's departments through the process of interviewing and gathering background reports, studies, and other pertinent documentation to identify specific needs & requirements.

RCC will employ the use of carefully structured user questionnaires and personnel interviews to collect and analyze data pertaining to the current system and current and long-term system requirements. User questionnaires will be distributed to the City prior to the interviews. RCC's understanding of current systems and issues raised by users in questionnaires will be explored in greater detail during the interviews. The interview process will permit RCC an opportunity to observe the existing system and processes to complete their understanding of the City's requirements and current practices. These activities are described in greater detail below.

Mobile Data System Questionnaire & Survey Instrument Refinement

RCC's standard survey forms and questionnaires will be refined as necessary to meet the specific needs of the data system users. Questionnaires will be provided addressing the data systems.

Approximately one week prior to the Project Kickoff and Orientation meeting, RCC will send a set of data collection documents and a checklist of items of documentation that the participating departments and agencies should have on hand in order to effectively participate in the survey and interview process. Agency-specific survey documents will be provided at this time for each agency to complete.

As part of the information gathering process, RCC will also:

- Review a City-provided listing of the communication equipment and networks, including a description of the existing mobile data network, interconnecting links
- Collect relevant forms, reports, statistical data, and existing documentation. This data collection will assist RCC in understanding or verifying:
  - How major functions are performed
  - The flow of information through the various departments/ agencies
  - User perceptions of the overall communications systems effectiveness, and major opportunities for improvement

- Maintenance problems/concerns relating to the existing systems
- Traffic/message volume data may be requested during this task

During the interview process, one of the most critical items discussed will be the need for reliable mobile data coverage throughout the user's service area. The amount or level of coverage required by the participating agencies will have a direct impact on the overall cost of system implementation and long-term support. Accordingly, RCC personnel will work carefully with each department to specifically define its need for coverage, including both vehicle and handheld devices throughout the City limits as well as regionally.

Task 1.3—Develop Conceptual System Alternatives & Budgetary Costs

Once RCC personnel have developed a thorough understanding and assessment of the City's current system environment and have completed the gathering of needs & requirements for the new or upgraded systems, RCC will develop conceptual system alternatives for the upgrading or replacement of the current system. Recommendations for improvement will be driven by the user requirements collected during the needs assessment process.

In the development of the mobile data communications system improvements, the following topics will be addressed:

- Amount and types of coverage throughout the service area
- System Infrastructure Requirements
- Technological & Regulatory Issues
- Potential for developing a shared system with surrounding or related jurisdictions.
- Technological considerations
- System capacity to meet the City's current and long-term communications requirements and support emergency communications as needed.
- System reliability - primary & backup Public Safety communications
- System interoperability among the system's primary users and with other neighboring agencies
- System interconnectivity linking repeater sites to the Public Safety communications center facilities

Once the conceptual system alternatives have been developed, RCC will prepare budgetary cost estimates to procure and implement the recommended system improvements.

Task 1.4 – Prepare RFP, Evaluation Matrix, Vendor List

RCC will work with the City's project team to develop a Request for Proposals for the new mobile data system. At this time the type of system to be procured is unknown, and RCC will assist in the identification of various systems and associated risks and benefits. The RFP will then identify the requirements of the system to be procured. Performance requirements will be finalized and the RFP will be structured to enable vendors to submit their most appropriate technology and system configuration.

The RFP will be the basis upon which each vendor's proposal will be evaluated. Each vendor will be required to respond to all sections of the RFP, and include, where applicable, which features and

capabilities are optional and at what cost. A detailed evaluation matrix will be developed to allow proposal evaluators to effectively determine which proposals best meet the specified requirements.

The RFP will address specific technical and procedural areas, as well as support areas such as training and maintenance. These areas will include:

- RFP response procedures
- System functional & operational requirements
- System performance requirements
- System reliability and redundancy requirements
- Expandability of the proposed systems to accommodate future growth
- Optional capabilities & equipment
- Maintenance options & local support
- System/vendor information & qualifications
- System installation & acceptance testing requirements
- Training requirements

Upon completion of the initial draft RFP, RCC will submit it to the City's project team for review and discussions. Once all comments have been received, a single cycle of feedback and suggestions from the project team will be incorporated into the final document. RCC will then finalize the RFP and provide it to the City for issuance to the vendor community. RCC will identify a list of qualified vendors that could potentially respond to the RFP.

Phase 2 - Procurement

Task 2.1 – Pre-Proposal Conference and Questions/Amendments

Within a reasonable period (typically two weeks) after the solicitation for proposals has been released, a pre-proposal conference shall be conducted to ensure that potential proposers understand and can respond to the RFP specifications. RCC will coordinate the scheduling of the pre-proposal conference and assist the City's project team in answering vendor questions about the project. In addition, RCC will assist in the response to vendor questions and issuance of amendments following the proposers' conference.

Task 2.2 – Conduct Initial Evaluation of Proposals

RCC will assist the City's project team in analyzing and evaluating proposals received by the City in response to the RFP.

Typically, approximately four weeks of time are needed for RCC to evaluate the vendor proposals. RCC has included in its cost estimate the evaluation of a maximum of three (3) mobile data system proposals.

The methodology employed by RCC for the evaluation of proposals will include the utilization of a detailed evaluation matrix constructed from the RFP document(s) and designed to indicate the degree of conformance or nonconformance of each proposer's submittal.

The result of the initial evaluations is a preliminary evaluation matrix that may include questions for the vendors, a preliminary ranking of each evaluated vendor's proposal and a tentative set of findings that will be refined as the evaluation process proceeds.

Task 2.3 –Vendor Orals / Demonstrations

RCC personnel will attend the vendor oral presentations to assist the City's project team in understanding each vendor's offering. RCC will also prepare a list of questions as may be required to clarify certain issues not fully explained in the proposals.

For the purposes of RCC's cost proposal, we have proposed one-half day per vendor on-site to attend oral presentations by responding venders. Upon completion, a debrief will be performed with the project team. (Two days total)

Task 2.4 –Evaluation Report

Upon conclusion of the vendor presentations, RCC will prepare the final evaluation results including findings and recommendations. The results will be forwarded to the Project Team. RCC personnel will work with the Project Team to discuss the findings and recommendations.

Task 2.5 – Contract Negotiations

- **Assist in Developing Contract Negotiation Strategies**

RCC will help ensure that the City receives favorable price consideration for the procured system and, perhaps as important, business and operational terms that will help foster a timely and responsive completion of the installation and system acceptance processes. Some of the more important tasks associated with the negotiation process follow.

- **Assist the City in Contract Negotiations**

RCC will assist the City in direct contract negotiations with the selected vendor. A negotiating team composed of the project team and other officials designated by the City will work with RCC during negotiations. RCC does not provide legal services, therefore, the City's attorney should also review proposed contract documents.

- **Statement of Work (SOW)**

Development of a comprehensive Statement of Work (SOW) is an integral part of contract negotiations for acquisition of the systems. The SOW defines the responsibilities of both the vendor(s) and the City in system implementation and acceptance testing. Further, the SOW process will further define finite number of system parameters which will directly affect the final contract price. RCC will assist the City in reviewing and developing the SOW and negotiating the impact on final contract price due to changes sought by the City and/or the Project Team during the process.

- **Establish appropriate Acceptance Test Parameters for the system**

RCC will work with the City team to develop a stringent acceptance testing program prior to execution of a contract. Acceptance test criteria include coverage, throughput and reliability. System providers are more likely to agree to such performance requirements before a contract for the new systems is executed. The negotiation of testing requirements and pass/fail criteria becomes much more difficult after the contract is signed.

For the purposes of RCC's cost proposal, we have proposed to provide 40 hours of contract negotiation assistance for the mobile data system, with two days (16 Hours) on site. In the event that additional contract negotiation assistance is needed by the City, RCC can provide the additional services at the hourly rates quoted in our cost proposal. The amount of time we have proposed is representative of other projects of similar size and scope.

Phase 3 – Implementation

Task 3.1—Project Kickoff

The purpose of Task 3.1 will be to formally begin the implementation phase of the new wireless data system. The process will begin with an implementation project kickoff meeting with the City's project team, RCC Consultants, and the selected vendors' representatives. The purpose of the kickoff meeting will be to accomplish the following:

- Determine who will be involved from each of the participating agencies throughout project implementation
- Discuss and agree on the scope of work contained in the contractual document
- Review and agree upon the implementation schedule and milestones to be completed along the way
- Review and discuss payment terms tied to milestone performance

Task 3.2 —Vendor Oversight/Issue Resolution

RCC will assist the City in monitoring the work performance of the selected vendor and will review monthly project status reports reflecting the progress and issues that have arisen during the past month. Approximately 3 hours per week are allotted for on-going monitoring of vendor progress, review of status reports and client/vendor communications.

RCC will work with the City team and vendor to monitor, track, and help resolve integration issues that may arise during system implementation. .

Task 3.3—Acceptance Testing

RCC personnel will work closely with the City's project team to help ensure that the new system and equipment is appropriately tested prior to system acceptance. The system will be tested to ensure that it meets the performance criteria stated in the Request for Proposals. Acceptance testing consists of a functional test, a coverage test, a throughput test, and a 90-day reliability test.

Functional testing will ensure that all interfaces are operational, and connectivity is established between the various systems, including the ability to roam between the various sites. Throughput testing will be performed to ensure that the system is capable of handling the specified amount of data passing through the system and still provide an acceptable level of performance. RCC will assist in the coordination of a system coverage test in order to verify that the level of radio coverage requested by the City has actually been delivered.

Task 3.4 – Project Closeout/Reliability Test

Prior to final acceptance, a 90 day performance test will be completed without a major system failure to ensure that the new systems are stable and ready for use by the City. The results of the acceptance testing program will be presented to the City's project team. The vendor will be provided a list identifying discrepancies that require correction.

Once all project deliverables have been successfully provided and all milestones completed, including any discrepancies identified during testing, RCC will recommend that the City grant system acceptance.

PROJECT SCHEDULE

Requirements gathering and Procurement are expected to take place over a 4-6 month period. Overall project completion will be dependent on the final implementation schedule negotiated with the vendor, but it is expected that the project will be complete within 6 months of contract signing with the selected vendor.

PAYMENT SCHEDULE

Invoices will be provided on a monthly basis for work performed the preceding month. Payments are due within thirty (30) days of invoice. Payments not paid within 30 days will be assessed a late fee of 1.5% per month.

PRICING

The tasks and associated hours per task are provided in the worksheets below.

RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT
Mobile Data Infrastructure
Norman, OK
1, 2, 3

November 12, 2012

TASK	DESCRIPTION	HOURS	LABOR	TRAVEL	TOTAL
1	Requirements Gathering		$ -	$ -	$ -
1.1	Project Initiation and Kickoff	8	$ 1,600.00	$ -	$ 1,600.00
1.2	Evaluate Current Systems & Environment (On site meetings)	24	$ 4,800.00	$ 275.00	$ 5,075.00
1.3	Develop Conceptual System Alternatives & Budgetary Costs	16	$ 3,200.00	$ -	$ 3,200.00
1.4	Prepare RFP, Evaluation Matrix, Vendor List	64	$ 12,800.00	$ -	$ 12,800.00
2	Procurement		$ -	$ -	$ -
2.1	Pre-Proposal Conference and Questions/Amendments	16	$ 3,200.00	$ 875.00	$ 4,075.00
2.2	Proposal Evaluation (3)	60	$ 12,000.00	$ -	$ 12,000.00
2.3	Vendor Orals/Demo	24	$ 4,800.00	$ 1,300.00	$ 6,100.00
2.4	Evaluation Report	24	$ 4,800.00	$ -	$ 4,800.00
2.5	Contract Negotiations	40	$ 8,000.00	$ 1,425.00	$ 9,425.00
3	Implementation		$ -	$ -	$ -
3.1	Project Kickoff	12	$ 2,400.00	$ 1,025.00	$ 3,425.00
3.2	Vendor Oversight/Issue Resolution	104	$ 20,800.00	$ 1,850.00	$ 22,650.00
3.3	Acceptance Testing (Functional, Throughput, Coverage)	72	$ 14,400.00	$ 1,850.00	$ 16,250.00
3.4	Project Closeout/Reliability Test	8	$ 1,600.00	$ -	$ 1,600.00
*ON-SITE TASKS	TOTAL	472	$ 94,400.00	$ 8,600.00	$ 103,000.00

Pricing

The total cost of implementation services as proposed, including travel and per diem expenses, is **$103,000.**

Pricing Assumptions

This quote is based on our preliminary understanding of the City's desired SOW, and is subject to further definition and revision if we are selected for contract negotiations.

These prices include the estimate for RCC professional fees and direct expenses, including costs to cover all overhead costs. The following assumptions have been included in our pricing:

PROPRIETARY & CONFIDENTIAL

1. Implementation services are highly customizable based on the amount of support desired by the City. The level of support required can be adjusted based on funding, internal expertise and other factors. Professional fees are based on the rates and task hours for the proposed project team members. Hours may be adjusted by agreement by both parties if the level of effort or the scope of work is modified. Hourly rates for professional fees beyond the scope of work will be based on RCC prevailing standard rates.
2. RCC proposes to provide invoices on a monthly basis, based on the work performed during that month. Payments are due within thirty (30) days of invoice.
3. In order to be more responsive to project requirements, RCC respectfully reserves the right to move professional fees and expenses between project tasks as needed to complete the scope of work, as long as the total amount billed to the Client does not exceed the contract amount.
4. Travel and travel-related expenses are estimated based on anticipated travel. Airfare prices are based on two-week advanced notice. Travel, expenses or additional hours required for unforeseen circumstances beyond RCC's control would be billed on a time and materials basis.
5. RCC will submit all written deliverables for one comment and review cycle. The customer will have ten (10) business days to review the document. A single set of comments will be provided to RCC for incorporation.
6. The implementation schedule will be dependent on the vendor selected. RCC has estimated a 6 month implementation schedule for this project.
7. It is expected that the City would pay RCC for cost overages caused by the vendor's failure during implementation and recover costs from the vendor.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-125

File ID:	K-1213-125	**Type:**	Contract	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Police Department	**Cost:**	$1,821,745.00	**File Created:**	11/13/2012
File Name:	Contract No. K-1213-125 New World Systems, Inc.			**Final Action:**	

Title: CONTRACT NO. K-1213-125: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND NEW WORLD SYSTEMS, INC. IN THE AMOUNT OF $1,821,745 FOR THE COMPUTER AIDED DISPATCH (CAD), POLICE RECORDS MANAGEMENT SERVICES (RMS), AND MOBILE DATA NETWORK (MDN) PROJECT; THE PURCHASE OF NECESSARY RELATED THIRD PARTY SOFTWARE AND HARDWARE PRODUCTS IN THE AMOUNT OF $154,341; AND BUDGET APPROPRIATION AND REIMBURSEMENT.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-125 with New World Systems, Inc., in the amount of $1,821,745 and the purchase of necessary related third party software and hardware products in the amount of $154,341; and, if approved, authorize the execution thereof; appropriate funds in an amount not-to-exceed $1,000,000 from the General Fund Balance (010-0000-253.20-00) to provide up-front costs, as necessary, for the project in advance of the completion of Fire Station No. 9; and transfer funds from Public Safety Sales Tax, Telecommunications Equipment Computer Software (015-6115-421.53-04) to repay any interim General Fund monies made available prior to June 30, 2013.

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 26

Attachments: Text File K-1213-125, K-1213-125 New World, K-1213-125 Exhibit AA - Total Cost Summary & Payment Schedule, K-1213-125 Exhibit A - Licensed Standard Software and Fees, K-1213-125 Exhibit B - Project Management Implementation and Training, K-1213-125 Exhibit C - Standard Software Maintenance Agreement, K-1213-125 Exhibit D - Non-Disclosure & Security Agreement, K-1213-125 Exhibit E - Demonstration Site Discount, K-1213-125 Exhibit F - Data File Conversion Assistance, K-1213-125 Exhibit G - Standard Software Enhancements, K-1213-125 Exhibit H - Acceptance Testing, K-1213-125 Exhibit I - RFP Specifications, K-1213-125 Exhibit J - Escrow of Software Source Code, K-1213-125 Exhibit K - Hardware Server Compliance, K-1213-125 Appendix 1 - Procurement of Third Party Products and Services, K-1213-125 Exhibit 1 - Configuration, K-1213-125 Appendix 2 - Statement of Work, K-1213-125 Appendix 2 - Statement of Work - Attachment 1 - Project Plan,

K-1213-125 Appendix 2 - Statement of Work - Attachment 2 - Acceptance Test Plan, K-1213-125 Appendix 2 - Statement of Work - Attachment 3 - Sample Training Plan

Project Manager: Major JD Younger

Entered by: kathy.lamar@normanok.gov **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-125

Body

BACKGROUND: The City of Norman Emergency Responders (Police and Fire) have been using multiple databases and software solutions to satisfy minimum response and reporting needs. The current applications and multiple database infrastructures presently utilized have proven to be an inefficient and unreliable solution. The City has been using GLOBAL Computer Aided Dispatch (CAD) since December 2000, GLOBAL Police Records Management System (RMS) since October 2003 and Firehouse Fire Records Management since 2000. Since the implementation, there have been performance issues with the present software solutions that support public safety. These issues and situations include, but are not limited to delays, lock-ups, lengthy data back-ups, computer processor unit (CPU) spikes, field-reporting limitations, etc. Performance issues continue after multiple software upgrades and appear to be systemic. The Emergency Responder Departments (Police and Fire) in conjunction with the Information Technology Division have discussed and researched opportunities to replace these software systems since 2004. The goal is for the City of Norman to invest in an integrated database system and to transfer necessary data accordingly. This would reduce redundant data entry, improve application response, and enhance public safety workflow, ultimately increasing personnel efficiency and public service.

Prior City of Norman actions to upgrade the current CAD, RMS, and Mobile Data (MD) systems include the following Council actions:

- FYE 2006 Council appropriates $199,300 from Capital Fund for CAD Project
- FYE 2009 Council accepts $150,000 Federal grant for CAD Project
- FYE 2010 Council accepts $250,000 Federal grant for CAD Project
- FYE 2011 Council approves CAD/RMS Project Consultant Contract K-1011-133
- FYE 2013 Council appropriates $2,330,000 for CAD/RMS Project from the Public Safety Sales Tax Fund
- FYE 2013 Council approves $388,584.44 Federal grants expenditure for Project hardware and support software.

As required by contract K-1011-133 which was approved by Council on February 22, 2011, RCC Consultants performed an evaluation and needs assessment of the City's current CAD, RMS, and MD software solutions. RCC Consultants determined that the replacement of the existing CAD, RMS and MD applications was warranted, given the age of the system and significance of the issues identified. RCC assisted the City in developing a strategy for acquiring and successfully implementing a multi-agency, multi-jurisdictional Computer Aided Dispatching (CAD), Police Records Management System (PRMS), Fire Records Management System (FRMS), Mobile Data (MD) software and in-field reporting software replacement. As required by the scope of the contract, RCC has performed or assisted with the following items:

- Determining if a phased installation and purchase is feasible without impacting the end-user dramatically; noting impacts, obstacles, explanations and details for approach recommendations.
- Preparation of a Request for Proposal for a Public Safety Software solution, reviewed proposals, ranked proposals and recommendations through the vendor selection process.
- Negotiated a contract for purchase of a Public Safety Software solution and maintenance plan with the

selected vendor on behalf of the City of Norman.

DESCRIPTION: The City solicited proposals for an integrated CAD, Law Enforcement Records, Fire Records, and Mobile Data computer software system. The City requested proposals for a Commercial Off-the-Shelf (COTS) software solution that would include delivery and installation of new hardware, software and system documentation, data conversion, training and other implementation services. Ten vendors attended the mandatory pre-bid meeting for the City's Request For Proposal (RFP). The City received responses from five of those vendors to the CAD/RMS/MD RFP.

RCC assisted City staff with the review of the responses in accordance with the requirements and requests stated in the RFP. After a detailed review and application of the RFP requirements, staff identified two respondents to continue as finalists in the RFP selection process. Both respondents accepted invitations to participate in on-site demonstrations of their software products with representatives from the City of Norman. In January 2012 both respondents presented their products to members of a multi-disciplinary group that included representatives from the City of Norman's Geographic Information Systems Division, Information Technology Division, Fire Department, Police Department, Norman Regional Health System's EMSStat, and RCC Consultants. Based on responses to the RFP and demonstrated functionality, the two finalists were placed in ranked order.

City staff and RCC Consultants continued their due diligence by conducting multiple on-site and telephone interviews with customers and references of both vendors. Following a successful on-site Demonstration of Licensed Functionality (DOLF) by the first ranked vendor in July 2012, RCC entered into contract negotiations on behalf of the City of Norman. Recognizing the inherent risks associated with any technical project of this size and scope, staff believes this contract provides the software and hardware, implementation services, and maintenance necessary to support the City of Norman in providing exceptional public safety services to the citizens of Norman now and into the future in a fiscally efficient manner.

RECOMMENDATION: Staff recommends the award of contract K-1213-125 to New World Systems Inc. in the amount of $1,821,745. Authorization is further recommended for the purchase of necessary related third-party software and hardware products, in the amount of $154,341. These are ancillary products (card reading attachments and other support software) included in the New World System proposal, that can be purchased directly by the City of Norman for a lower cost than for New World Systems to purchase them. The ancillary purchases are discussed in the attachment.

Funds for this contract and ancillary software purchases are available in Public Safety Sales Tax, Telecommunication Equipment/Computer Software (015-6115-421.53-04).

Council authorization is also recommended for the appropriation of General Fund Balance (010-0000-253.20-00) in a total amount not to exceed $1,000,000 to provide up-front cash, as necessary, for the CAD/RMS/MD vendor payments in advance of the completion of Fire Station #9; and for the transfer of funds out of Public Safety Sales Tax, Telecommunications Equipment/Computer Software (015-6115-421.53.04) to repay any interim General Fund monies made available for the CAD/RMS/MD project, before June 30, 2013.

New World Systems®
The Public Sector Software Company

Document Number: NORM-12A1Q

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

November 14, 2012

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendices ("this **Agreement**") is between **New World Systems® Corporation** ("**New World**"), a Michigan Corporation and **City of Norman, Oklahoma** ("**City**"). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **City**.
The attached Exhibits and Appendices include:

Exhibit AA	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E	**DEMONSTRATION SITE DISCOUNT**
Exhibit F	**DATA FILE CONVERSION ASSISTANCE**
Exhibit G	**CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit H	**ACCEPTANCE TESTING**
Exhibit I	**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CITY'S RFP SOFTWARE SPECIFICATIONS**
Exhibit J	**ESCROW OF SOFTWARE SOURCE CODE**
Exhibit K	**HARDWARE SERVER COMPLIANCE**
Appendix 1	**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**
Appendix 2	**STATEMENT OF WORK (SOW)**

By signing below, each of the parties agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendices. This Agreement contains the complete and exclusive statement of the agreement between the parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the parties. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION	**CITY OF NORMAN, OKLAHOMA**
(New World)	**a municipal corporation (City)**
By: Larry D. Leinweber	**By:** _____
Larry D. Leinweber, President	**Cindy Rosenthal, Mayor**
	By: _____
	Brenda Hall, City Clerk
Date: 11-15-12	**Date:** _____

The "Effective Date" of this **Agreement** is the latter of the two dates in the above signature block.

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 12-18-12

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. ***"Authorized Copies":***
   Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
   (ii) any additional copies made by **City** as authorized in subparagraph 1.2.
2. ***"An Authorized User/Workstation":***
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. ***"Computer":***
   The .NET Server(s) to be located at:
   City of Norman
   201-B West Gray Street
   Norman, OK 73069
   City shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **City** shall notify **New World** of the new location in writing prior to the relocation.
4. ***"Confidential Information"***:
   Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. ***"City Liaison/Project Manager":***
   A **City** employee assigned to act as liaison between **City** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **City** shall notify **New World** of the name of the **City** Liaison.
6. ***"Delivery of Licensed Standard Software":***
   Licensed Standard Software will be delivered in a machine readable form to **City** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
7. ***"Development Software":***
   Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **City** as Licensed Standard Software when available.
8. ***"Hourly Rate":***
   As described in this **Agreement**, **New World** shall provide services to **City** at the rate of $160/hour. The hourly rate is protected for 24 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
9. ***"Installation of Licensed Standard Software":***
   Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
   (a) the transfer or loading of the Licensed Standard Software onto a **City** server or computer, or
   (b) thirty (30) days after delivery of the Licensed Standard Software.
10. ***"Licensed Custom Software"***:
    Any software (programs or portions of programs) developed by **New World** specifically for **City's** own use.
11. ***"Licensed Documentation":***
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. ***"Licensed Products":***
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. ***"Licensed Software":***
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. ***"Licensed Standard Software":***
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. "SOW"
    The Statement of Work.
16. ***"SSMA":***
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. ***"Travel Expenses":***
    All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
18. ***"Upgrades":***
    Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **City** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **City** shall have the right and license to use, enhance, or modify the Licensed Software only for **City's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **City** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation in accordance with Exhibit A and Exhibit AA. If **City** fails to pay all license fees and the applicable custom software fees in accordance with Exhibit A and Exhibit AA, if any, **City** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

1.2 In order to assist **City** in the event of an emergency, **City** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **City** or anyone obtaining access through **City** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **City**, and with written permission by **New World**, additional Authorized Copies may be made for **City's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **City** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or knowledge acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **City's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **City's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for **City**'s benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for **City**'s benefit only, that it possesses the necessary intellectual rights to license to **City** the Licensed Standard Software provided hereunder.

4.3 **New World** warrants, for **City's** benefit only, that the items coded yes in the Response to Customer's RFP will be met as described in Exhibit I.

4.4 **New World** represents that all services shall be provided with a reasonable standard of care, in a workmanlike and professional manner; and each of the human resources assigned to perform services

for **City** shall be fully qualified, experienced, and technically trained and shall perform the services in a reasonably cost-efficient manner.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. Except as provided in this paragraph 4.0, **New World** does not warrant that the features or functions of the Licensed Software will meet **City's** requirements or in any combination or use **City** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **City** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

*6.0 **CITY** LIAISON AND **CITY** RESPONSIBILITIES*

The successful implementation of the Licensed Products into **City's** environment requires **City's** commitment to and cooperation in the implementation process. Accordingly, **City** hereby agrees to the following:

6.1 **City** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **City** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely as described in the SOW and are suitable for the successful installation of the Licensed Software.

6.2 **City** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **City's** organization, **City's** operations and/or after changes in **City's** internal policies or procedures which directly affect the software implementation.

6.3 **City** shall assign an upper level employee to serve as the **City** Liaison for the duration of the Licensed Software implementation. If **City** must replace the **City** Liaison for reasons beyond its control, **City** will assign a new **City** Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the **City** Liaison. In addition to other duties and responsibilities, the **City** Liaison shall:

(i) provide timely answers to **New World's** requests for information;
(ii) coordinate a mutually agreeable implementation and training schedule;
(iii) have authority to sign for and obligate **City** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
(iv) in situations where **City** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **City** is responsible for creating and maintaining its master files, tables and any other related duties which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **City** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **City's** environment is **City's** sole responsibility.

6.6 In situations where **Customer** believes that the **New World** personnel provided are not qualified, **Customer** shall inform the **New World** Professional Services Manager and/or the **New World** Vice President of Operations in writing (or via email) to include some reason for their dissatisfaction. Possible remedies are replacement of the **New World** person providing the service and/or supplementing the person providing the training with another trainer. If a supplemental person is added by **New World**, **Customer** shall only pay for one person unless otherwise agreed upon by the parties.

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 The attached Exhibit AA sets forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **City** agrees to pay. To the extent **City** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement, New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **City** that the services are subject to additional charge(s).

7.2 If **City** wishes to add additional authorized workstations or Licensed Standard Software, **City** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **City's** use of the Licensed Software for the specified workstations.

7.3 **City** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees as stated in Exhibit AA when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **City** and **City** agrees to remit when imposed. If an exemption is claimed by the **City**, an exemption certificate must be submitted to **New World.**

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Each party agrees to notify the other party of any request(s) made for disclosure of confidential information.

9.2 **City** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **City** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **City** shall only permit access to the Licensed Products to those employees who are authorized access and only to the extent necessary to perform **City's** internal processing needs.

(ii) With respect to agents or third parties, **City** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **City** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **City** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **City's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **City** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **City** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **City** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **City** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

(vi) All data generated by the **City** belongs to the **City** and is confidential. The data cannot be demonstrated to a third party without the express written consent of **City**; and

(vii) All data generated by the **City** belongs to the **City** and is confidential. In the event **New World** desires to use **City**-generated data for promotional purposes, **New World** will provide a written request for permission to use the data. The **City** agrees to not unreasonably withhold written consent.

9.3 **City** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **City's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **City** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **City** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **City** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **City's** actual damages and in no event shall **New World's** liability exceed the fees paid to **New World** up to the one-time Project Cost identified in Exhibit AA.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **City** by any third person, even **if New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement**, **City** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained and provided **City** Certification of Insurance for same, the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees and subcontractors who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less

than $1,000,000 for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.

14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.

14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record or is subject to disclosure under the Oklahoma Open Records Act.

14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

15.1 **By City**: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **City** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **City** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **City**, the **Agreement** terminates.

15.2 **By New World**: If **City** fails to make payments as stated in Exhibit AA to **New World** when invoiced, or if **City** fails to fulfill its responsibilities under this **Agreement,** including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall define the reason for termination;

(ii) If the cited reason for termination is **City's** failure to make payment as stated in Exhibit AA, **City** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

(iii) If the cited reason for termination is **City's** failure to fulfill its responsibilities, **City** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;

(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **City** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **City** shall return to **New World** all Licensed Products, including any copies provided to or created by **City** under this **Agreement.**

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

15.7 In the event of the filing of a petition of bankruptcy by or against **New World**, the **City** shall have the right to terminate the **Agreement** upon the same terms and conditions as a termination for default. The **City** shall receive a current copy of any copyrighted methodology for development of the communications systems should termination occur due to **New World** bankruptcy.

16.0 INDEMNIFICATION

16.1 **New World** agrees to indemnify and save the **City** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement,** provided that **City** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **City** first receives notice thereof. **New World's** obligation to indemnify and save **City** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing **by New World.**

16.2 **New World** agrees to provide a limited indemnification for the acts of its employees, but not indemnification for its Licensed Products, except as the Licensed Products are indemnified under the provisions of Paragraph 16.0.

The limited indemnification for **New World** employees shall only apply in those situations where **New World's** insurance coverage in Paragraph 13 does not cover a claim. If the insurance does not cover a claim, then subject to a recovery limitation of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World,** the following shall apply.

New World assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the **City** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **City,** individually or collectively, and the officers, agents, servants and employees of the **City**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **City**, individually or collectively, or the officers, agents or employees of said **City.**

17.0 NOTICES

17.1 Notices to **City** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following business address of the **City:**

City of Norman
201-B West Gray Street
Norman, OK 73069

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement. This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of Oklahoma and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement.**

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **City**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **City** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.8 Other integrated licensed software and services from **New World** may be purchased by **City** under the terms and conditions of this **Agreement.**

18.9 In those situations where **City** requests **New World** to provide a Performance Bond, **New World** will provide a Performance Bond for the one-time project cost listed on Exhibit AA at **City's** expense. The cost of the bond will be billed to **City** and **City** agrees to pay promptly for the Performance Bond when invoiced.

18.10 Precedence of Documents

For the resolution and interpretation of any inconsistencies in the Contract Documents, the precedence of these documents shall be given in the following order:

(1) This Agreement, including the Exhibit(s), Addendum(s) and Amendment(s) thereto;
(2) New World's Proposal and Clarifications as may be accepted by the City.
(3) The City's RFP and Amendments thereto.

The most recently dated documents shall take precedence within each of the above referenced exhibits.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	DESCRIPTION OF COST		COST
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$802,250
	1. Licensed Standard Software	$1,503,750	
	2. Less Demonstration Site Discount	(601,500)	
	3. Best and Final Concession BAFO	(100,000)	
B.	IMPLEMENTATION SERVICES		770,600
	1. PROJECT MANAGEMENT as further described in Exhibit B	$150,000	
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	49,000	
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	208,000	
	4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	56,500	
	5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	97,800	
	6. CUSTOM SOFTWARE/INTERFACE SERVICES as further described in Exhibit G	177,300	
	7. CUSTOM SOFTWARE MODIFICATION SERVICES as further described in Exhibit G	32,000	
C.	THIRD PARTY PRODUCTS AND SERVICES		128,595
	1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1		
D.	PERFORMANCE BOND AND OTHER COSTS		22,800
		ONE TIME PROJECT COST:	**$1,724,245**
E.	OPTIONAL NEW WORLD SYSTEMS' EXECUTIVE CUSTOMER CONFERENCE ATTENDANCE		30,000
	1. CONFERENCE ATTENDANCE as further described in Exhibit B		
F.	TRAVEL EXPENSES (Estimate) – billed as incurred		$67,500
G.	STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.		

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 31, 2012.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$802,250
	1. Amount invoiced upon Effective Date:	$395,763	
	2. Amount invoiced 90 days after Effective Date	241,058	
	3. Amount invoiced 365 days after Effective Date	165,429	
B.	IMPLEMENTATION SERVICES as further detailed in Exhibit B		770,600
	1. Amount invoiced upon completion of SOW Step 3: Complete approved Project Plan	69,078	
	2. Amount invoiced upon completion of SOW Step 4: Standard Solution Build	69,078	
	3. Amount invoiced upon completion of SOW Step 5: Functional Review	69,077	
	4. Amount invoiced upon completion of Data File Conversion	69,077	
	5. Amount invoice upon completion of SOW Step 7: Conduct User Training	69,077	
	6. Amount invoiced upon completion of SOW Step 8: Go-live	157,285	
	7. Amount invoiced upon completion of SOW Step 10: Project Completion	235,928	
	8. Amount invoiced for actual hours used as defined in Exhibit G, item 1(a)(1)	32,000	
C.	THIRD PARTY PRODUCTS AND SERVICES		128,595
	1. Amount invoiced upon the Effective Date (50%)	$64,298	
	2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	64,297	
D.	PERFORMANCE BOND AND OTHER COSTS		22,800
	1. Performance Bond – invoiced upon Effective Date	$19,800	
	2. Escrow One-time set-up fee – invoiced upon Effective Date	3,000	
		ONE TIME PAYMENTS:	**$1,724,245**

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

E.	OPTIONAL EXECUTIVE CUSTOMER CONFERENCE 4 ATTENDEES		30,000
	1. 2013 Conference to be invoiced with annual SSMA	$6,000	
	2. 2014 Conference to be invoiced with annual SSMA	6,000	
	3. 2015 Conference to be invoiced with annual SSMA	6,000	
	4. 2016 Conference to be invoiced with annual SSMA	6,000	
	5. 2017 Conference to be invoiced with annual SSMA	6,000	
F.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)		$67,500*
	1. 45 trips are planned. Additional trips must be authorized in advance by Customer.		

*Estimate

G. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

H. SOURCE CODE ESCROW FEES

1. Annual Administrative Fee – first year invoiced upon Effective Date $1,000
   Subsequent year's Annual Administrative Fees will not increase more than 5% over the previous year's Fee.

ALL PAYMENTS ARE DUE WITHIN SIXTY (60) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

Customer agrees to not unreasonably withhold approval of milestones tied to SOW steps.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By City:

Application Package[1,2,3,4]	Cost
CAD	
1. Aegis CAD Enterprise.NET Combined LE/Fire/EMS CAD	$108,000
- Call Entry	
- Call Control Panel	
- Unit Recommendations	
- Unit Status and Control Panel	
- Call Stacking	
- CAD Messaging	
- Call Scheduling	
- Dispatch Questionnaire	
- Fire Equipment Search/Fire Equipment Move	
- GIS/Geo-File Verification	
- Hazard and Location Alerts	
- Hazmat Search	
- Hydrant Inventory	
- Access to Aegis/MSP LE Records	
- Access to Aegis/MSP Fire Records	
- Note Pads	
- Proximity Dispatch (Requires CAD AVL and Mobile)	
- Rip-N-Run Remote Printing	
- Run Cards/Response Plans	
2. Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch [5]	
- BOLOs	11,000
- CAD Mapping	11,000
- CAD Auto Routing	11,000
- CAD AVL	11,000
- Service Vehicle Rotation (Wrecker, Ambulance)	11,000
3. Aegis CAD Enterprise.NET Third Party Interface Software [5]	
- CAD Pager Interface *Supports SNPP, SMTP, Standard TAP, WCTP*	11,000
- E-911 Interface [7]	11,000
- On-Line CAD Interface to State/NCIC (up to 6 inquiry screens)[8]	11,000
- Pre-Arrival Questionnaire Interface (1 questionnaire(s)) *Supports ProQA for Fire, EMD, Police* (ProQA Paramount, APCO, Powerphone) (development)	11,000
- Encoder Interface [7] *Supports Zetron Models 25, Locution, WestNet First In, Motorola Gold Centracom*	11,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LAW ENFORCEMENT RECORDS

4.	**Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**	75,000
	- Accidents	
	- Arrest	
	- Business Registry	
	- Case Processing	
	- Computer Aided Investigations	
	- Federal Reports (UCR/IBR)	
	- GIS/Geo-File Verification	
	- Impounded Vehicles	
	- Incident Tracking	
	- Jacket Processing	
	- Personnel/Education	
	- Property	
	- Traffic Tickets and Citations	
	- Wants and Warrants	
5.	**Aegis/MSP Federal and State Compliance Reporting for LE Records**	
	- Federal UCR/IBR[9]	18,000
	- State Accidents[10]	18,000
6.	**Additional Aegis/MSP Software for Law Enforcement Records**	
	- Activity Reporting and Scheduling	9,000
	- Alarm Tracking and Billing	14,000
	- Career Criminal Registry (parolee, sex offender)	9,000
	- Case Management	9,000
	- Data Analysis/Crime Mapping/Management Reporting[6]	18,000
	- Field Investigations	9,000
	- Equipment Tracking	15,000
	- Gang Tracking	14,000
	- Property Room Bar Coding[5]	9,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

7. Aegis/MSP Third Party LE Records Interface Software [5]	
- Ticket Writer Interface *Supports APS, NY TraCS*	24,000
- Citizen Reporting Interface *Supports Coplogic*	16,000
- Aegis/MSP State/NCIC Interface[8] *Includes 12 - 15 screens*	16,000
8. Aegis/MSP Imaging Software	
- Public Safety Lineups/Mug Shots [11]	25,000
- Wanted Posters	9,000
FIRE RECORDS	
9. Aegis/MSP Fire Records Software Base Package	54,000
- Activity Reporting and Scheduling - Investigations - Business Registry - Hazardous Materials - GIS/Geo-File Verification - Hydrant Inventory and Inspections - Incident Tracking - Inspection Tracking - Personnel/Education - Pre-plans - Station Activity Log - BLS/ALS	
10. Federal Compliance Reporting for Fire Records	
- NFIRS 5.0 Electronic Reporting	22,000
11. Additional Aegis/MSP Software for Fire Records	
- Data Analysis/Management Reporting[6]	12,000
- Equipment Tracking and Maintenance	15,000
- Fire Permits	15,000
- Inventory	15,000
- Vehicle Tracking and Maintenance	15,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

DECISION SUPPORT SOFTWARE [6,12]

12. Law Enforcement Management Data Mart		
- Includes 3-4 users		8,000
Dashboards for Law Enforcement		16,000
13. Fire Management Data Mart		
- Includes 3-4 users		8,000
Dashboards for Fire Management		16,000

AEGIS LINK SOFTWARE

14. Web Consolidated Search		
- Web Query		15,000
15. Web Applications		
- Web CAD Monitor		15,000
- Web Briefing Notes (includes BOLOs)		11,000

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 [13]

16. Base Message Switch to State/NCIC (201-300 units) - Base Message Switch for MDT/MCT - State/NCIC Interface	(mobile messaging/Field Rptg)	107,000
17. Additional Aegis® Software for RS/6000 Message Switch		
- New World CAD Interface for Aegis/MSP (151-200 units)	(mobile messaging)	20,000
- Mobile Upload Software (201-300 units)	(field reporting)	70,000
- AVL Interface (151-200 units) [14]	(mobile messaging)	20,000

MOBILE SOFTWARE ON THE MSP Server

18. Aegis® Mobile Integration Software		
- MDT/MCT Base CAD/RMS Interface (201-300 units)	(mobile messaging/Field Rptg)	25,000
- AVL CAD Interface (151-200 units) [14]	(mobile messaging)	20,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

MOBILE MANAGEMENT SERVER

19. Aegis/MSP Mobile Management Server Software (201-300 units)

- Base CAD/NCIC/Messaging	(mobile messaging)	N/C
- Field Reporting	(field reporting)	25,000
- Field Reporting Data Merge	(field reporting)	6,000

CLIENT SOFTWARE

20. Aegis® Law Enforcement Mobile Unit Software (125 Units)

Mobile Messaging

LE State/NCIC via Switch [8]	$500	ea.	$62,500
LE CAD via Switch	$750	ea.	$93,750
Mugshot Image Download	$200	ea.	$25,000
In-Car Mapping	$400	ea.	$50,000
In-Car Routing	$300	ea.	$37,500
New World AVL	$300	ea.	$37,500
Drivers License Mag Stripe Reader/Barcode Reader Interface [17]	$200	ea.	$25,000

Field-Based Reporting (125 Units)

LE Field Reporting (Federal Standards) The following 4 New World Reports are included: - Incident (1 form) - Case (1 form) - Arrest (1 form) - Supplement (1 form)	$1,000	ea.	$125,000
LE Field Reporting Compliance	$200	ea.	$25,000
LE Accident Field Reporting The following New World Report is included: - Accident (1 form)	$1,000	ea.	$125,000
LE Accident Field Reporting Compliance	$300	ea.	$37,500
Mobile Upload of Field Reports	$600	ea.	$75,000
Field Investigation Field Reporting (1 Form)	$300	ea.	$37,500
MCT Ticket Writer Interface	$150	ea.	$18,750

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

20.	**In-Station-Based Reporting (100 Units)**			
	LE Field Reporting (Federal Standards) The following 4 New World Reports are included: - Incident (1 form) - Case (1 form) - Arrest (1 form) - Supplement (1 form)	$1,000	ea.	$100,000
	LE Field Reporting Compliance	$200	ea.	$20,000
	LE Accident Field Reporting The following New World Report is included: - Accident (1 form)	$1,000	ea.	$100,000
	LE Accident Field Reporting Compliance	$300	ea.	$30,000
	Mobile Upload of Field Reports	$600	ea.	$60,000
	Field Investigation Field Reporting (1 Form)	$300	ea.	$30,000
22.	**Aegis Fire Mobile Unit Software (25 Units)**			
	Fire CAD via Switch	$750	ea.	$18,750
	In-Car Mapping	$400	ea.	$10,000
	In-Car Routing	$300	ea.	$7,500
	New World AVL	$300	ea.	$7,500
	Fire Inspections	$500	ea.	$12,500
23.	**Aegis EMS Mobile Unit Software (15 Units)**			
	EMS CAD via Switch	$750	ea.	$11,250
	In-Car Mapping	$400	ea.	$6,000
	In-Car Routing	$300	ea.	$4,500
	New World AVL	$300	ea.	$4,500
	Subtotal	$13,600	ea.	$1,197,500
	Less Laptop Software Volume Discount of 50%			(598,750)
	TOTAL LAPTOP SOFTWARE			598,750

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

24.	**Workstation License** (Included)	Included
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$1,653,750**
	LESS DEMONSTRATION SITE DISCOUNT	**(661,500)**
	LESS BEST AND FINAL CONCESSION BAFO	**(100,000)**
	TOTAL SOFTWARE LICENSE FEE [15,16]	$802,250

Note: Other than for Mobile Software, a Workstation License for up to 250 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- City of Norman Police
- City of Norman Fire
- EMSSTAT EMS
- Norman Animal Welfare

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

1 *Personal Computers must meet the minimum hardware requirements for New World Systems' .NET or MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*

2 *New World Systems' .NET or MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

3 *New World Systems' .NET or MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*

4 *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*

5 *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement.* ***City*** *is responsible for any 3rd party support.*

6 *Application may require a separate Server.*

7 *Requires Lantronix USC 1100 included in Appendix 1 of this Agreement.*

8 *City is responsible for obtaining the necessary State approval and any non-New World hardware and software.*

9 *Federal UCR/IBR includes edits, reports and electronic submission.*

10 *State Accidents includes logic, reports and electronic submission.*

11 *Camera must meet product specifications and be procured through New World.*

12 *Configuration and end user training to occur after* ***City*** *has been live for 3 months or longer on an application.*

13 *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11, EVDO, 4G/LTE, NetMotion and Electrocom Mobile Communication solutions only.*

14 *Requires 3rd party GPS hardware.*

15 *Prices assume that all software is licensed.*

16 *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to City via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

17 *City must provide magnetic stripe encoding format Also, pricing does not include required 3rd party equipment or hardware, unless provided in Appendix 1.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

City may license the following software modules at the indicated current list prices, less a 40% discount, for up to two (2) years after Systems Acceptance.

OPTIONAL SOFTWARE MODULES

CAD

1. Aegis/MSP Third Party CAD Interface Software [1]

- New World CAD to New World CAD Interface	$15,000
- Pictometry Interface	11,000

LAW ENFORCEMENT RECORDS

2. Additional Aegis/MSP Software for Law Enforcement Records

- Animal Tracking[3]	15,000
- Bicycle Registration	10,000
- Narcotics Management	15,000
- Pawn Shops	9,000

LAW ENFORCEMENT RECORDS

3. Aegis/MSP Third Party LE Records Interface Software [1]

On-Line Modules - Includes 4 state inquiry screens[2]

- On-Line Global Subjects Interface to State/NCIC	11,000
- On-Line Pawn Shop Check Interface to State/NCIC	11,000
- On-Line Property Checks Interface to State/NCIC	11,000
- On-Line Wants and Warrants Interface to State/NCIC	11,000
- On-Line Orders of Protection Interface to State/NCIC	11,000

4. Aegis/MSP Imaging Software

- ID Badges (support for Office 2010 in development)	9,000

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

MOBILE SOFTWARE
CLIENT SOFTWARE

5. Base Message Switch to State/NCIC (Uplift from 201 to 300 units) - Base Message Switch for MDT/MCT - State/NCIC Interface	***(mobile messaging/Fld Rptg)***	19,000
6. Additional Aegis® Software for RS/6000 Message Switch		
- New World CAD Interface for Aegis/MSP (Uplift from 201 to 300 units)	***(mobile messaging)***	5,000
- Mobile Upload Software (Uplift from 201 to 300 units)	***(field reporting)***	15,000
- AVL Interface (Uplift from 201 to 300 units) [4]	***(mobile messaging)***	5,000

MOBILE SOFTWARE ON THE MSP Server

7. Aegis® Mobile Integration Software		
- MDT/MCT Base CAD/RMS Interface (Uplift from 201 to 300 units)	***(mobile messaging/Fld Rptg)***	8,000
- AVL CAD Interface (Uplift from 201 to 300 units) [4]	***(mobile messaging)***	5,000

MOBILE MANAGEMENT SERVER

8. Aegis/MSP Mobile Management Server Software (Uplift from 201 to 300 units)		
- Base CAD/NCIC/Messaging	***(mobile messaging)***	N/C
- Field Reporting	***(field reporting)***	5,000
- Field Reporting Data Merge	***(field reporting)***	1,000

CLIENT SOFTWARE

9. Aegis® Law Enforcement Mobile Unit Software (1 Unit)

Mobile Messaging	$1,325/each
LE State/NCIC via Switch	
LE CAD via Switch	
Mugshot Image Download	
In-Car Mapping	
In-Car Routing	
New World AVL	
Drivers License Mag Stripe Reader/Barcode Reader Interface	

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (1 Unit) $1,775/each

LE Field Reporting (Federal Standards)
The following 4 New World Reports are included:
- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting
The following New World Report is included:
- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

MCT Ticket Writer Interface

10. In-Station-Based Reporting (1 Unit) $1,700/each

LE Field Reporting (Federal Standards)
The following 4 New World Reports are included:
- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting
The following New World Report is included:
- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

11. Aegis Fire Mobile Unit Software (1 Unit) $1,125/each

Fire CAD via Switch

In-Car Mapping

In-Car Routing

New World AVL

Fire Inspections

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

12.	**Aegis EMS Mobile Unit Software (1 Unit)** EMS CAD via Switch In-Car Mapping In-Car Routing New World AVL	$875/each

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

MSP ENDNOTES

[1] *Does not include any required 3rd party hardware or software. City is responsible for any 3rd party support.*

[2] *City is responsible for obtaining the necessary State approval and any non-New World hardware and software.*

[3] *The Animal Tracking module consists of two main components. The first component consists of the Animal Entry and Animal Search screens, which allows Customer to track information about animals associated with Law Enforcement Records incidents. The second component permits Customer to enter and maintain animal and kennel licensing information. Animal data created via the Animal Tracking module can be accessed via the following Law Enforcement Records modules: Incidents, Tickets and Citations, Property Room, and Persons and Businesses (to identify animal owners).*

[4] *Requires 3rd party GPS hardware.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **City's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **City's** management and the **City** Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
   - a project review (kickoff) meeting at **City's** location
   - progress status meeting(s) will occur during implementation via telephone conference or at **City's** location; and
   - a project close-out meeting at **City's** location to conclude the project.
f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 24 months after the Effective Date, unless there is project delay based solely on **New World's** part. If such delay occurs, the length of the delay shall be added to the 24 month duration.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,300** hours of **New World** implementation and training support services have been allocated for this project. Excess hours approved through change order process requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **City** agrees to reimburse **New World** for support trips canceled by **City** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs such as non-refundable airline tickets or change fees. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software;
b) **City** training and/or assistance in testing for each package of Licensed Standard Software; and
c) System configuration and tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.
d) Assist **City** with system acceptance as described in Exhibit H

The project management, implementation and training support services provided by **New World** may be performed at **City's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **City's** responsibility unless supplied by **New World** as described in Appendix 1, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses. If on-site installation and training is required, **City** will be responsible for the actual Travel Expenses. The services include the following interfaces.

a) Operating System Assurance
b) Message Switch Installation Support
c) CAD Pager Interface
d) 911 Interface
e) On-Line CAD Interface to State/NCIC
f) Pre-Arrival Questionnaire Interface
g) Ticket Writer Interface
h) Encoder Interface
i) Citizen Reporting Interface
j) State/NCIC
k) New World Mug Shots/Imaging
l) Web Query
m) Web CAD Monitor
n) Web Briefing Notes
o) Geo-File Implementation

New World's GIS implementation services are to assist the **City** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **City** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **City** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary **New World** will assist **City** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **City's** Aegis/.NET server(s). These services do not include hardware and/or third party product costs which shall be **City's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **City** will be responsible for the actual travel expenses.

a) Hardware Quality Assurance Services (High Availability) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines

- Configure System for Electronic **City** Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

New World shall provide Message Switch Operating System Assurance. These services do not include hardware and/or third party product costs which shall be **City's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **City** will be responsible for the actual travel expenses.

a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Unpack and assemble hardware
- Verify core hardware functionality (network/video/storage devices/usb)
- Install and update AIX Operating System
- Install and update applicable system manual pages
- Set AIX environment variables
- Build system user-ids and applicable authorizations
- Install and stage message handler and compilers
- Verify and allocate disk space
- Mirror hard drives and boot sequencing
- Install **City**-specific communication processes
- Compile New World Message Switch programs
- Install base Message Switch data tables
- Install automated process restart script
- Install full system backup processes
- Install system support scripts
- Install state specific programs and scripts
- Install state specific data tables
- Assure Message Switch operation
- Disassemble, package, and ship to **City**

6. Additional Services Available

Other **New World** services may be required or requested by **City** for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

City may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **City** and **New World** and will be provided at the Hourly Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **City** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of six (6) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **City** no-charge SSMA period through June 30, 2014.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than eighteen (18) months after a new release is announced by **New World**) for general release and no Priority 1 or Priority 2 known defects exist;

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

e) invitation to and participation in user group meetings.

f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.

g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

h) Optional - Registration for four (4) Customer participants to the 2013, 2014, 2015, 2016 and 2017 New World Systems' Executive Customer Conference to include two (2) night's stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include **Customer's** travel cost, local transportation cost or any other miscellaneous expense incurred by **Customer**. **Customer** to notify **New World** of their desire to attend Executive Conference by March 31 of each year. **New World** will increase annual SSMA amount by $6,000. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.

i) Upgrades, including new releases, to comply with Federal and/or State mandates for NCIC/NLETS/OLETS and NIBRS reporting.

Items a, b, and c above will be distributed to **City** by electronic means.

Additional support services are available as requested by **City** at the Hourly Rate.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

3. Maintenance for Modified Licensed Standard Software and Custom Software

City is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **City's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **City** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software in Production

If, after **City** has cutover to live production use of the Licensed Standard Software, **City** believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current **New World** user manuals, **City** shall notify **New World** in writing, email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective. **New World** shall only accept notices of defect and requests for software correction from the **City** Liaison, unless the **City** Liaison is not available or the defect or software correction is believed by **City** to be so critical that immediate notification to **New World** is required. Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, **New World** shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the **New World** warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5). **City** may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **City's** software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after **City** has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **City**'s determination of the severity of the error defect, fault, performance, operation or malfunction and **New World**'s reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

(a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 1 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 1 event is 24 hours or less.

(b) **Priority 2**: *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit **City**'s use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 2 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 2 event is five (5) Business Days, or less.

(c) **Priority 3**: *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

City may contact the following **New World** resources for management level issue resolution escalation:
Aegis General Manager Customer Service and Support Operations, currently Nina DiMeglio
Aegis Director of Product Operations and Solution Consulting, currently Brian Leary
Senior Vice President and General Manager of Aegis Operations, currently Nino DiCosmo

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
b) situations where **City**'s use or operations error causes incorrect, operation, performance, information or reports to be generated; and
c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

7. **Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers**

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost	
Warranty through 12/31/13	No charge
Year 1 (1/1/14 – 6/30/14)	$100,000
Year 2 (7/1/14 – 6/30/15)	211,000
Year 3 (7/1/15 – 6/30/16)	211,000
Year 4 (7/1/16 – 6/30/17)	227,000
Year 5 (7/1/17 – 6/30/18)	238,000
Year 6 (7/1/18 – 6/30/19)	254,000

8. **Non-Funding Provision**

Assuming all Exhibit A and B products and services have been paid for, and after year two of the SSMA has been paid for and completed, in the event **City** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **City** shall have given **New World** ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **City's** fulfillment of the above provisions, **City's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement**.

9. **SSMA Increase Cap**

For a comparable range of services, **New World** agrees that the increase in the annual maintenance cost for years 6 through 10 shall not exceed 3% per year over the prior year.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of Norman**
City Name

Located At: **201-B West Gray Street**
Norman, OK 73069

Authorized Signature of **City**:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:

   a) Program Libraries, whether source code or object code;
   b) Operating Control Language;
   c) Test or Sample Files;
   d) Program Listings;
   e) Record Layouts;
   f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
   g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **City** identified above as permitted in the **City's** *Standard Software License and Services Agreement* with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **City** under the *Standard Software License and Service Agreement* between **City** and **New World**.

Agreed and Accepted by Third Party (Organization)

Organization: _____

By: _____

Title: _____

Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____

By: _____

Title: _____

Date: _____

_____
Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **City** a significant discount in exchange for the privilege of using **City's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **City** agrees to act as a demonstration site for prospective **New World Citys**. **City** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World Citys**. By agreeing to be a demonstration site, **City** is not necessarily endorsing the **New World** software and **City** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **City** personnel and will be scheduled, with **City's** permission, to minimize the interruption to **City's** operations. **New World** will provide **City** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **City** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **City** prior to **New World** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. **City** may elect to cancel or proceed with the conversion effort based on the revised estimate (open item).

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **City** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **City** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **City** approves this document.

2. **New World** will provide the data conversion programs to convert **Citys** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **City** location in order to conduct the following:

    a. Conversion Analysis,
    b. Assistance for Mapping and Testing, and
    c. Conversion Go-Live Implementation and Support

    City will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide **City** up to four (4) test iterations of converted data. One test iteration consists of:

    a. Running a conversion test in the **City's** test environment,
    b. **City** reviewing a conversion test and responding in writing to **New World** (see **City** responsibilities paragraph 3 below),
    c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **City**,
    d. **New World** conducting internal testing to verify corrections, and
    e. **New World** and **City** planning for the next test iteration and/or the live implementation.

5. **New World** will provide warranty coverage for any conversion-procedure-related issue reported by **City** to **New World** within thirty (30) days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

City Responsibilities

1. Up to 29 discrete data file/modules from **City's** current database are included in this conversion. **City** will provide a list of discrete data files with descriptions of fields or data elements in each file.

2. The **City** will extract data from the legacy system to submit to **New World.** Data will be submitted to **New World** in one or more of the following formats:

    a. AS/400 files (SAV files),
    b. Microsoft SQL Server database,
    c. Microsoft Access database,
    d. Microsoft Excel spreadsheet,
    e. Visual Fox Pro database or similar format (.dbf files),
    f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
    g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

    Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

    In the event that **City** requests data extraction assistance from **New World**, data extraction services shall be billed at the Hourly Rate.

3. **City** will respond to each test iteration in writing, on a form provided by **New World**, either:

    a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
    b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

    Up to four (4) test iterations are provided as part of the Data Conversion Process. After the fourth (4th) test iteration, **City** shall pay $2,500 for each additional test iteration if additional test iterations are required due to the fault of **New World, City** will not be charged. **City** will promptly review each test iteration when delivered by **New World.** Prompt **City** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

4. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.

5. As provided in the project plan for conversions, **City** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **City** commitment and the **New World** commitment. **City** understands that thorough and timely testing of the converted data by **City** personnel is a key part of a successful data conversion.

6. **City** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Files to be converted:

Master Files (From a single data source)
- *Master Name (Jackets)*
- *Address Re-verification*
- *Master Property*
- *Master Gun*
- *Master Vehicle*
- *Statutes*

CAD/POLICE RMS (From a single data source)
- *CAD / Calls for Service*
- *Incidents*
- *Cases*
- *Alerts*
- *Arrests*
- *Accidents*
- *Tickets/Citations*
- *Vehicle Impounds*
- *Personnel Training*
- *Contact Cards*
- *Career Criminals*
- *Warrants*
- *Narrative*
- *External Documents*
  (self-contained documents linked to legacy data)
- *Mug Shots (from AFIX system)*

FIRE CAD / Records Management System
(From a single data source)
- *Incidents*
- *Run Cards*
- *Buildings and Businesses*
- *Pre-plans*
- *Inspections*
- *Hydrants*
- *Hoses*
- *Investigations*

EXHIBIT G
CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **City** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **City's** requirements. **City** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for any modifications/interfaces may be provided at the conclusion of the assessment. **City** may elect to cancel or proceed with the modifications/interfaces based on the revised estimate. If **City** requests changes in the scope of interfaces listed below as "Fixed Costs", **New World** reserves the right to revise the costs.

Capabilities included in the initial scope:

a) Enhancements / Modifications to Exhibit A Software
   (1) Up to 200 hours of technical resources will be allocated for software modifications and/or custom reports. **City** shall only be charged for actual hours used.

b) Custom Software/Interfaces
   With **New World** providing consultation, **City** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
   (1) 7.2.16 Oklahoma Information Fusion Center or the ability to export to a COPLINK based data warehouse (Estimated cost - $20,000):

   (2) Ticket Export for both Traffic and Non-Traffic Citations (Fixed Costs)

   (3) New World Systems CAD to Sansio ePCR Solution (Fixed Costs)

   (4) Warrant Import from Sungard Court System (Fixed Costs)

   (5) Two-Way Interface to GeoSafe Mobile

   (6) One-way interface from City AFIX system to import mugshots (Fixed Costs)

   (7) Custom Traffic Stop using AVL (Fixed Costs)

   (8) New World Mobile queries to additional data sources: (estimated cost - $20,000)
      a) TBD

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World.**

(1) Review of required features with **City.** Only items identified in Paragraph 1 above will be provided in this implementation plan.

(2) Preparation of Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Programming and programming test.

(4) On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **City** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

	Activity	Targeted Time Period
(1)	Complete Design Review with **City** Staff. **City** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **City.**	To be determined
(3)	RD is accepted and signed off by **City** (no programming will be done by **New World** until the formal sign-off and **City's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **City.**	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c) **City's** Responsibility

All **City** requested changes after RD sign-off must be documented by **City** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will provide a one-way export of ticket and citation information to the Sungard Court System for both traffic and Non-Traffic Citations.
Data Source **Target**	New World Ticket Module Sungard Court System Import Process
Interface Direction	One Way Export
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	Currently, a daily batch process is in place that provides the ticket data to the court system using a text file format. This process imports a set file name which causes issues on court holidays is the export process is not suspended. This ICD is based on Sungard being able to provide some minor modifications to their process to support a more flexible workflow. **New World will provide TWO different file formats for the export**. Traffic Tickets are based on one format and non-Traffic are based on another. File format may require a fixed field length, fixed record length format.
Protocol/Transport	LAN based file export
Data Formats	Text or XML, may require two separate formats, may require fixed field fixed record length
3rd Party Requirements	Sungard will need to work with New World during development of the requirements document to design a more flexible import process that is not reliant on the file name and does not require manual intervention. This most likely will incur costs from Sungard in addition to the costs outlined in this document. Sungard will need to provide a technical contact for development of this interface.
NWS Tasks	• Work with agency to define functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define functionality of interface (help define the RD) • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts or modifications • Have resource available to review and approve interface design (sign off on RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	New World is supporting only existing Ticket and Citation Fields, no new fields will be added to the module for this interface.

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will provide a one-way export of call for service information to the Sansio ePCR solution.
Data Source **Target**	New World Systems CAD Sansio ePCR
Interface Direction	One Way interface
NWS Interface	Custom Interface
External System Interface	N/A
Detailed Description	Sansio supports imports from CAD systems via HealthEMS Xchanger. This component will import CAD call for service information into the ePCR solution. New World will export an XML file to a shared directory on the network accessible to both applications. This file will contain the call for service information including the unit status and times. The file will be exported based on an event (call cleared, unit at patient, etc). Sansio will monitor the directory to parse and submit the CAD data thru their solution.
Protocol/Transport	File/Folder or UNC path
Data Formats	XML or other text based file formats
3rd Party Requirements	Sansio will need to provide contact information for a technical resource for any questions during development, installation, or testing of this interface.
NWS Tasks	• Work with agency to further define scope and functionality of interface • Develop functional specification for approval (Requirements Document or RD) • Install, configure, and test interface
Customer Tasks	• Work with NWS to review scope and functionality of interface (requirements document) • Customer responsible for obtaining any required 3rd party technical specifications and technical contact information. • Have resource available to review and approve interface design (signoff of RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system • Customer is responsible for any network configuration required for successful deployment of this interface.

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will provide a one-way import of warrant information from the Sungard Court System to populate LERMS Wants and Warrant module.
Data Source **Target**	Sungard Court Warrant Export New World Warrant Module
Interface Direction	One Way Import
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	New World will provide a one-way import of warrant data from the current court export to create warrants in the LERMS system. This includes both additions and cancellations of warrants. The existing process has been in place for some time and the current batch process is a complete dump of all warrant files every night. The import may have to check key fields to determine if a record needs to be updated or ignored. The file produced for import is a small data set currently comprising approximately 500 records. Current process is a daily batch update. Given the critical nature of warrant data, customer would like to process more frequently dependent on how frequently Court can export records.
Protocol/Transport	LAN based file import
Data Formats	Text file – may be fixed field length fixed record length from a As/400
3rd Party Requirements	Must provide file format and details on export process. Sungard must provide a technical contact if questions arise during development of this interface.
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface (help define the RD) • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design (sign off on RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will provide a two way interface to GeoSafe Mobile to support dispatch/clear call, unit status changes, AVL, messaging/chat, and quick call initiation.
Data Source **Target**	New World Systems/GeoSafe GeoSafe/New World Systems
Interface Direction	Two Way
NWS Interface	Custom Interface – not previously developed
External System Interface	GeoSafe API <documentation embedded>
Detailed Description	New World will provide a two way interface with GeoSafe Mobile to support dispatch, basic unit status changes, AVL, messaging/chat, and quick call initiation. This interface will use a "message forwarder" deployed on a DMZ server that will communicate with a standard New World component installed on an internal server. The GeoSafe API is not located on premise; it is installed at a remote data center and communicates across the internet. The "message forwarder" will serve as a communication gateway to GeoSafe to limit required network and firewall configuration. For the purposes of this interface, the following definitions are provided: • Dispatch - Dispatch refers to CAD sending the call for service information to the GeoSafe mobile unit. CAD sends text information including hazards and alerts as part of this message. • Unit status changes - The basic set of configurable unit statuses used by CAD that would be available from the GeoSafe mobile client. Examples include: enroute, at scene, report writing, transport, clear unit from call, etc. This interface will not support all available CAD unit statuses; we will work with the customer to determine the appropriate list of frequently used unit statuses needed for daily operations. • AVL - The interface will also receive AVL messages from GeoSafe. These AVL messages must include a unique unit identifier and use industry standard NMEA formats. This interface assumes that the GeoSafe AVL device can control standard parameters and all configurations like pacing, interval, and minimum transmission time is set on the device or within the GeoSafe application. The interface will support plotting this information in CAD (based on CAD configuration) and will send this information to the New World mobile clients. • Messaging/Chat – This refers to the basic unit to unit or dispatcher to unit messaging capabilities. The intent is to support active chat between on New World clients and GeoSafe mobile clients. • Quick Call – Quick Calls are any officer initiated activity that is sent to

	CAD. Typically used for traffic stops, citizen assists or other activity; the interface will create the appropriate CAD event and send an acknowledgement to the GeoSafe mobile client. The interface will provide this functionality as supported by the GeoSafe API.
Protocol/Transport	Web Services (HTTPS\\Certificate)
Data Formats	See Geosafe API
3rd Party Requirements	GeoSafe will provide a technical resource for development of the RD (requirements document), questions, and installation/testing of interface.
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface (help define the RD) • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design (sign off on RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system

geosafe mobile API Reference.pdf

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will import an industry standard file from the local AFIS system to create a global subject, mugshot, and subject based alert.
Data Source **Target**	AFIS system (local at Norman) Aegis Suite to create global subject with mugshot and subject alert
Interface Direction	One-Way Import
NWS Interface	Custom Interface – not previously developed
External System Interface	File Share/UNC path>>AFIS will need to create a file and export that to a shared network location for import. New World will monitor that location and import the file information.
Detailed Description	New World will import an industry standard file format to create a global subject, photo, and will create a configurable subject alert to identify this person as being an arrested subject. This import will attempt to match the incoming subject based on standard criteria and the jurisdiction control file settings. If no match exists, the interface will create the global subject. If a match exists, the interface will update the subject information (overwriting some values) and attach the new mugshot. The local AFIS system will need to export this information and may need to provide a format other than EFT. The EFT format is designed to support transmission of the fingerprint data; New World does not store or support most of the payload of this file type. This may require additional services and work from the AFIS vendor which is not part of this proposal.
Protocol/Transport	UNC\File Folder
Data Formats	TBD. The EFT format is designed specifically for electronic fingerprint submission which may require AFIS provide another format for import. The mugshot must be an industry standard image file or base64 text string.
3rd Party Requirements	AFIS vendor must provide an industry standard file format for subject and mugshot. This may require custom work from the AFIS vendor and additional cost or may not be supported by that vendor. New World will work with the AFIS vendor in good faith to minimize this effort. AFIS will also need to provide the data schema and details required to import any data.
NWS Tasks	• Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build Interface • Install, configure, and test interface
Customer Tasks	• Work with NWS to review scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design (sign off on RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will provide an enhancement to the mobile client that allows an officer to enter a traffic stop by clicking a toolbar button that automatically gets the unit coordinates, defaults the call type, and puts the cursor in the plate field for rapid entry. This modification may be done over multiple releases as defined in the detailed description.
External System Interface	N/A
Detailed Description	New World will provide a modification to the existing mobile product that provides the users current location automatically via AVL/GPS. This enhancement will allow the user to select the Quick Call/Traffic Stop button in the mobile client and will provide the following: current location coordinates, default call type, and a field for vehicle plate entry. The cursor will be initially located in the plate field for quick entry by user. A user will have an option to update the AVL location in this form as needed. Any AVL location update will write the existing location into the narrative window. When a user clicks the "Send" button, the mobile client will send this message to CAD and create the appropriate call for service. Dispatch will be able to validate the location of these coordinates using the existing GIS functionality including "hundred block" addressing using common names. As a future product feature, New World will provide mobile client geo-validation capabilities. This will be done in conjunction New World's implementation of ESRI release 10.1 in mobile mapping. This new functionality will allow a user to validate the coordinates provided from a Quick Call operation on the mobile client before sending the message to CAD. Users will also be able to change the call location of the resulting dispatch message in the mobile client.
NWS Tasks	• Work with agency to review modification and confirm requirements • Develop functional specification for approval (Requirements Document or RD) • Build modification and conduct show and tell • Deliver and test modification
Customer Tasks	• Work with NWS to review scope and functionality of modification • Review and approve RD • Actively participate in any conference calls, discussions, or show and tells related to this modification • Provide resources to test the provided enhancement in a timely manner
Comments	This feature may be delivered across multiple releases and may require an upgrade of ESRI components by customer.

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

Short Description of Interface or Custom Modification	New World will provide functionality to support three additional subject inquiries from the mobile client to support Cleveland and Oklahoma County Warrants and Oklahoma DOC.
Data Source **Target**	Cleveland County, Oklahoma County, DOC New World Systems Mobile Client
Interface Direction	Two-Way (Query and Response)
NWS Interface	Custom Interface – not previously developed
External System Interface	Web Services and TBD
Detailed Description	New World will provide a mechanism to support queries from the mobile client to systems other than OLETS. A user will be able to run a subject inquiry and mobile/message switch will also query the Cleveland County and Oklahoma County Warrant systems. The subject inquiry will also check the state DOC site. Based on initial discussion, web services may be available for the warrant systems. Additional discussions with these agencies will be needed. The intent of this interface is to provide an industry standard inquiry method (not screen scrape) that will provide a response to an inquiry that can be displayed in the mobile client. Another option may exist. Oklahoma has a Fusion Center that may provide all this information via one inquiry. At the time of this ICD, we have not explored that option due to NDA requirements. If the state Fusion center can provide the information outlined above and New World can agree to their NDA then that our interface may be to the State Fusion Center.
Protocol/Transport	Web Services\TBD
Data Formats	XML\TBD
3rd Party Requirements	Systems being queried must support an industry standard approach that allows a remote subject inquiry and returns a response. New World is limited to standard OLETS support until these other systems can support this requirement. Remote systems must provide documentation and have a technical contact available for development of this interface.
NWS Tasks	• Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build Interface • Install, configure, and test interface
Customer Tasks	• Work with NWS to review scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design (sign off on RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system

EXHIBIT H
ACCEPTANCE TESTING

The objective of Acceptance Testing is to verify that the Licensed Software provided by **New World** meets the agreed upon specifications as provided for in this **Agreement.**

City's project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **City** agrees to conduct acceptance testing in a timely manner following notice by **New World** that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:

- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Software Enhancement`

As scheduled in the Implementation Plan and using **New World's** Exhibit B services, four phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.

1. Functional Testing of Licensed Software
2. Interface Testing of Licensed Software
3. Software Performance Test Criteria
4. Final Acceptance by means of Reliability Test of the Licensed Software
5. Final Acceptance of Beneficial Use of the Licensed Software

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **City** waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if **City** waives these tests.

Should **City** identify a defect that substantially impairs **City's** value of the Licensed Software, **City** shall immediately provide a written notice to **New World** that acceptance is declined by **City**. Such defect(s), if any, shall be resolved in accordance with **New World's** obligations as defined in Exhibit C.

1. Functional Testing of Licensed Software

Prior to beginning functional testing, **New World** shall provide a test plan for review and approval by **City**. On completion of testing, **City** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **City**, test may be repeated after corrections are provided by **New World.** Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

Functional Test Guidelines

All items coded "Yes" (as qualified) in the **New World** detail response to **City's** RFP shall be provided to **City** through Exhibit A software capabilities, **City's** use of 3rd Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **City's** request to **New World,** and **New World's** written proposal and cost to provide the service using Exhibit B support services hours at the then current hourly rates, Functional Testing shall be demonstrated to **City** by **New World.**

If **City** has not licensed the software on to meet an RFP requirement, then that specification shall not apply in any acceptance test.

Exhibit H / ACCEPTANCE TESTING

2. Interface Testing of Licensed Software

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **City**. On completion of testing, **City** may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to **City** for review and approval. Interface Testing shall not begin until written approval of **New World's** submitted test plan has been accepted by **City**. Following approval of the Interface Test Plan, **New World** will demonstrate to **City** that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit J Interface Control Documents.

3. Software Performance Test Criteria

The Exhibit A Licensed Standard Software will provide satisfactory performance to satisfy the current processing requirements of **Customer** based upon certain conditions. This statement is conditioned on current master file sizes up to 200% of, current transaction volumes, and reasonable history retention requirements. It is also conditioned upon **Customer's** agreement not to add other applications, other than system administrative software such as anti-virus or back-up software, in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This statement is further conditioned upon **Customer** balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

CAD Software Satisfactory Performance; is defined as average response time of one (1) second or less in over 90% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of three (3) seconds or less in 98% or more of the input or inquiry transactions during any measured one (1) hour period.

Non-CAD Satisfactory Performance; is defined as average response time of three (3) seconds or less in over 80% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of five (5) seconds or less in 90% or more of the input or inquiry transactions during any measured one (1) hour period.

Satisfactory performance measurements exclude factors outside of **New World's** control include responses from external systems such as NCIC/NLETS/OLETS and latency of commercial wireless provides, i.e. Verizon, AT&T.

Given the above definition, should the Exhibit A software not perform satisfactorily, then **Customer** shall notify New World in writing and New World shall have ten (10) days to determine if the unsatisfactory performance is related to New World products or is related to other factors not part of the New World software (see examples above). New World shall have unrestricted access to the Computer during the ten (10) day correction period and shall be able to make any adjustments necessary to improve system performance. These adjustments may include making changes to the Licensed Software to improve system performance. New World shall document adjustments made and notify **Customer** in writing of the adjustments. If requested by **Customer**, and using Exhibit B support services, New World shall train **Customer** on how to make adjustments. After ten (10) days, if the system performance has not improved, and should the unsatisfactory performance be attributable solely to the New World Software, then New World shall provide additional computer capacities (memory, disk storage) at New World's cost to improve the performance. The additional computer capacities will be added within thirty (30) days of the thirty (30) day correction period ending.

Exhibit H / ACCEPTANCE TESTING

For purposes of this software performance section, any New World time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system, resolving problems, and/or other activities performed on **Customer's** behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees. As defined above, given written notice of software performance deficiencies by **Customer**, the New World time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to **Customer** unless New World can document and demonstrate that the alleged deficiencies are not due to deficiencies of the Exhibit A software, in which case the time spent by New World during the 30-day correction period would be billed to **Customer**.

The software performance statement set forth in this Exhibit expires one year from the date any two major applications (e.g., CAD, Records, Corrections, or Mobile) have gone into "live use".

4. Final Acceptance by means of Reliability Test of the Licensed Software

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a sixty (60) day reliability test. The purpose of this test is to demonstrate that the **New World** Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement.** If, during the first thirty (30) days of the Reliability Test, the Licensed Software experiences a Priority 1 or Priority 2 error, as defined in Exhibit C, then the sixty (60) day period will start over from day one and continue for the full sixty (60) days. For purposes of this **Agreement**, a Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day thirty-one (31), **City** may elect for the test will start over from day thirty-one (31) and go for the remaining thirty (30) day period or start over from day one and continue for the full sixty (60) days.

If the Licensed Software experiences a Priority 1 or Priority 2 error, as defined in Exhibit C, as a result of a deficiency in the **City's** computing environment (network outage, server failure, operator error, planned downtime, etc.), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the sixty (60) day test is completed unless a Priority 1 or Priority 2 error, as defined in Exhibit C, occurs after the Licensed Software is restarted which is not attributed to the **City's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

Licensed Software shall be deemed accepted upon the successful completion of the sixty (60) day Reliability Test as defined in above. Final Acceptance and corresponding payment(s), if any, for each component identified may occur independently after successful completion of the Reliability Test for each component. (i.e. CAD, RMS, Mobile) if implemented at separate times.

5. Final Acceptance by means of Beneficial Use of the Licensed Software

Notwithstanding anything above, the Licensed Software shall be deemed accepted ninety (90) days after **City** has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports **City** operations. Final Acceptance shall not be withheld due to minor or moderate errors.

EXHIBIT I
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CITY'S RFP SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **City's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **City's** RFP Questionnaire will be provided to **City** through currently existing Exhibit A software capabilities, **City's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services hours at the then current hourly rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **City** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT J
ESCROW OF SOFTWARE SOURCE CODE

So long as **City** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

New World will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or **New World**'s trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **City** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **City** adequate assurances, reasonably acceptable to **City** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **City** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT K
HARDWARE SERVER COMPLIANCE

New World has reviewed the attached hardware and storage specifications and assisted the **City** in validating these configurations with its 3rd party equipment vendors. **New World** validates that the Chickasaw Telecom quote #12-09131048 meets/exceeds **New World's** physical host requirements for the virtual infrastructure and that ISG Technology quote #OK-MF-058299 ver. 2 meets/exceeds **New World's** physical storage requirements for the virtual infrastructure. Furthermore, it is understood that the attached server and storage specifications do not include the required Microsoft system software licenses specified in the attached virtual machine specifications and that the **City** will secure those licenses separately under their Microsoft Enterprise/Select agreement. The **City** LAN/WAN environment must also meet the **New World** provided network and bandwidth specifications as illustrated in the attached system diagram.

New World Systems®
The Public Sector Software Company

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **City**. By execution of this **Agreement, City** authorizes **New World** to order the Exhibit 1 products for delivery to:

City of Norman
201-B West Gray Street
Norman, OK 73069

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

City is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **City** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **City's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **City** of the additional costs and with **City's** approval these costs shall be borne by **City**. Without such approval, the change order will not be processed.

City shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **City's** authorized signature on said Agreements. **City** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1

CONFIGURATION

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. Embedded Third Party Software				$16,000
(includes all Third Party executable components)				
b. GIS Software				39,620
CAD				
- CAD Workstations using ArcGIS Engine Runtime (20 workstations)	364	ea.	7,280	
Mobile				
- Mobile In-Car Mapping and Routing (165 units)	196	ea.	32,340	
Geo-File Maintenance Software (ESRI ArcEditor)				
- per workstation (**City** supplied)				
c. Diagramming Software (Scene PD) (customer supplied)				
d. Coplogic Software				22,500
e. Brazos e-Ticketing/Citations (Customer Supplied)				

THIRD PARTY HARDWARE

f. Hardware, System Software & Services				50,475
Servers (**City** supplied)			0	
(2) Message Switches (5 year warranty)			30,300	
Lantronix UDS-1100 (2 units)	150	ea.	300	
Bar Coding Scanner Kit w/Signature Pad (2 units)	3,750	ea.	7,500	
AVL Hardware - permanent mount (165 units)	75	ea.	12,375	
Magnetic Stripe/2D Bar Code Imaging (120 units) (customer supplied)				
TOTAL THIRD PARTY PRODUCTS AND SERVICES			**$128,595**	

ESRI Notes

1) **City** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
2) **City** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
3) **City** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
4) **City** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
5) At the termination of their Agreement (Sublicense) with **New World, City** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
6) **City** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
7) **City** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
9) All Aegis/MSP **Citys** are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **City's** GIS data will be contracted by **City** separately with ESRI.
10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

COPLOGIC SOFTWARE

THIS QUOTE VALID FOR 90 DAYS ***Quote***
October 10, 2011
Quote No.: 11-02Norman,Ok.
Coplogic, Inc.
231 Market Place, Suite 520
San Ramon, Ca. 94583
(800)734-9293
dbergenholtz@coplogic.com
www.Coplogic.com
To: Larry Wells Ship to (if different address):
New World Systems
On Behalf of
Norman Police Department
201 W. Gray, Bldg. C
Norman, Ok 73069

Salesperson	Your P.O. No.	Date Shipped	Shipped Via	F.O.B. Point	Terms
D. Bergenholtz			RFP		

Quantity	Description	Unit Price	Amount
1	Set-Up for DeskOfficer Online Reporting System (DORS) ☐ Implementation Assistance ☐ Setting up the interface to RMS/Report Writing Software ☐ Training	12,500.00	12,500.00
1	Annual DORS Usage, Support, and Maintenance ☐ Unlimited users, incident types, and report intake ☐ Unlimited **City** support (phone and e-mail) ☐ Every update and upgrade released for DORS ☐ Hosting on Coplogic's Secure Servers	10,000.00	10,000.00

Subtotal	0.00
Sales Tax	0.00
Shipping & Handling	0.00
Total Due	$ 22,500.00

Make all checks payable to: Coplogic, Inc.
If you have any questions concerning this Quote, e-mail or call: Deborah Bergenholtz
DBergenholtz@Coplogic.com
800-734-9293 #712
THANK YOU FOR YOUR BUSINESS!

MESSAGE SWITCH	
SYSTEM HARDWARE	**INVESTMENT**
IBM POWER 7 Model 710 Express (Primary Site) - (2) USB 160GB Removable Disk Drives (System Backup) - USB Internal Docking Station for Removable Disk Drives - Quad Port 1GB HEA Daughter Card - (2) 146GB 15K-RPM SFF SAS Disk Drives - Primary OS - AIX - 8GB (2X4GB) System Memory - Power GXT145 Graphics Adapter - (2) 1725W AC Power Supplies (Primary & Redundant) - SATA Slimline DVD-RAM - (2) 6' Power Cords, 125V, 15A - Plug Type #4 - Chassis with One Processor Planar - 4 Core 3.0GHz POWER 7 Processor Module - Language Group Specify - US English	$8,575
IBM POWER 7 Model 710 Express (Backup Site) - (2) USB 160GB Removable Disk Drives (System Backup) - USB Internal Docking Station for Removable Disk Drives - Quad Port 1GB HEA Daughter Card - (2) 146GB 15K-RPM SFF SAS Disk Drives - Primary OS - AIX - 8GB (2X4GB) System Memory - Power GXT145 Graphics Adapter - (2) 1725W AC Power Supplies (Primary & Redundant) - SATA Slimline DVD-RAM - (2) 6' Power Cords, 125V, 15A - Plug Type #4 - Chassis with One Processor Planar - 4 Core 3.0GHz POWER 7 Processor Module - Language Group Specify - US English	$8,575
Total System Hardware	**$17,150**

SYSTEM SOFTWARE	INVESTMENT
IBM POWER 7 Model 710 Express (Primary Site)	
- IBM AIX Standard Edition Ver. 7.1	N/C
- Per Processor Activation - 4 Core	$2,000
- DVD Process Charge	$50
IBM POWER 7 Model 710 Express (Backup Site)	
- IBM AIX Standard Edition Ver. 7.1	N/C
- Per Processor Activation - 4 Core	$2,000
- DVD Process Charge	$50
Total System Software	**$4,100**

IBM SERVICES	INVESTMENT
IBM POWER 7 Model 710 Express (Primary Site)	
- 5 Year HW/SW Maintenance, 24X7X4 WSU	$5,800
IBM POWER 7 Model 710 Express (Backup Site)	
- 5 Year HW/SW Maintenance, 24X7X4 WSU	$5,800
Total IBM Services	**$11,600**
Total System Price	**$32,850**
New World City Discount	**-$2,550**
TOTAL INVESTMENT	**$30,300**

DEVICE SERVER	
DESCRIPTION	**INVESTMENT**
(2) Lantronix UDS-1100 External Device Server (UD1100001-01)	**$300**
- Ethernet, Fast Ethernet, RS-232, RS-422, RS-485 Data Link Protocols	
- TCP/IP, UDP/IP, ICMP/IP Network/Transport Protocols	
- SNMP, Telnet, HTTP Remote Management Protocols	
- 1 X Serial RS-232/422/485 - 25 Pin D-Sub (DB-25) Interface	
- 1 X Ethernet 10Base-T/100Base-TX - RJ-45 Interface	
TOTAL DEVICE SERVER	**$300**

BAR CODE HARDWARE	
COMPONENTS	**INVESTMENT**
(1) Motorola MC55A0-P30SWQQA7WR Handheld Mobile Computer	**$1,450**
- Windows Mobile 6.5 Classic Edition OS	
- 256MB RAM/1GB Flash Memory	
- Ruggedized Construction (MIL-STD 810G Specifications)	
- QWERTY Keypad	
- Integrated 802.11A/B/G Direct Sequence WiFi	
- Integrated Bluetooth	
- Integrated 2D SE-4500-HD Imager	
- PenTile 3.5" Color VGA, 650+ NITS Touchscreen Display	
- Rechargeable Lithium Ion 3.7V, 2400 mAh Smart Battery	
(1) Motorola LS2208-SR20007R-UR USB Handheld Scanner, Black	**175**
- Corded Mid-range 1D Scanner	
- Includes Hands-free Intellistand, USB Cable & Installation CD	
(1) Zebra GX420T GX42-102410-000 Thermal Bar Code Printer	**575**
- 4" Print Width	
- Thermal Transfer/Direct Thermal	
- 203 dpi Print Resolution	
- 8MB SDRAM, RMB Flash Memory	
- Serial RS-232, 10/100 Ethernet, USB	
(1) Topaz SignatureGem Z-T-LBK755-BHSB-R Signature Pad	**500**
- USB Interface	
- 4.4" X 2.5" Backlit LCD Signature Area	
Total Bar Code Hardware	**$2,700**

ACCESSORIES	INVESTMENT
(1) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55	**$170**
(1) Motorola 25-68596-01R USB Client Communication Cable	**20**
(1) Motorola AP-5131-40023-WWR Wireless Access Point Kit	**620**
- 802.11A/B/G, Includes Dual Band Dipole Antennas, POE Power Supply	
(1) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery	**60**
(8) Theramark TTL4010P5 4" X 1" Therm. Trans. Label Roll (2,260/Roll)	**85**
(12) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon	**75**
(1) 243-006 6'USB Cable (Printer Connectivity)	**10**
(1) Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P	**10**
Total Accessories	**$1,050**

TOTAL BAR CODE HARDWARE KIT ($3,750 each – Qty 2) **$7,500**

GPS RECEIVER	
DESCRIPTION	**INVESTMENT**
GPS Receiver (Permanent Mount)	
(165) USGlobalSat MR-350 External Mount GPS Receiver (P/N: USG-MR350)	12,375
- Permanent Bulkhead Mount GPS	
- 20 Channel Receiver	
- WAAS/EGNOS Enabled	
- Extended 15' Cable with USB Cable Set Adapter	
- Default NMEA GPS Protocol	
- Durable Polycarbonate Enclosure	
(120) USB Cable Set for MR-350 (P/N: BR305-USB)	Included
TOTAL GPS RECEIVER	**$12,375**

APPENDIX 2
STATEMENT OF WORK

Placeholder for Statement of Work.

New World Systems®
The Public Sector Software Company

Appendix 2

City of Norman,

Oklahoma

Statement of Work

Prepared by:
New World Systems

888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
Phone: (248) 269-1000
www.newworldsystems.com

November 14, 2012

Document Control Sheet

General Information

Project Name	Project Manager	Business Owner (Key Sponsor)	Provider Single Point of Contact

Document Preparation Information

Author	Date	Organization Name
Phone Number	**E-Mail**	
File Location (link)		

Distribution and Approvals

Name	Title and Organization	Signature	Approval Date

Change History

Date	Change Description	Approved By

Table of Contents

Page

STATEMENT OF PURPOSE **1**

GENERAL ASSUMPTIONS **2**

NEW WORLD AND CUSTOMER STAFF **3**

NEW WORLD SYSTEMS PROJECT METHODOLOGY OVERVIEW **5**

PHASE: INITIATION 8
Step 1: Conduct Start-up Activities *9*
PHASE: PLANNING 14
Step 2: On-Site Account Management Planning Meeting *15*
Step 3: Complete and Approve Project Plan *21*
PHASE: CONSTRUCTION 26
Step 4: Standard Solution Build *27*
Step 5: Functional Review *32*
Step 6: Finalize Configuration *34*
PHASE: TRANSITION 37
Step 7: Conduct User Training *38*
Step 8: Conduct Go-Live *39*
Step 9: Implement Pre Go-Live Deliverables *42*
PHASE: CLOSING 46
Step 10: Project Closure Activities *47*

ATTACHMENT 1 ..... **48**

Preliminary Project Plan *48*

ATTACHMENT 2 ..... **49**

Draft Acceptance Test Plan *49*

ATTACHMENT 3 ..... **50**

Sample Training Plan *50*

STATEMENT OF PURPOSE

This Statement of Work (SOW) defines the principal activities and responsibilities of the City of Norman, Oklahoma (**Customer**) and **New World** for the implementation of an integrated system consisting of:

AEGIS Modules and Functions
Computer Aided Dispatch
Law Enforcement Records Management
Fire Records Management
Mobile
Field-Based Reporting

The integrated technology shall be provided by **New World** to transition from the existing technology supporting **Customer's** participants and to support **Customer's** operation.

This SOW requires that **New World** and **Customer** provide the management leadership and staff commitment to fulfill their responsibilities as described in the **Agreement**.

GENERAL ASSUMPTIONS

1. This Statement of Work will be utilized by **New World** and **Customer** to manage implementation of the **New World** technology and to transition **Customer** from its existing technologies and operation to the technology provided and described in the **Agreement**.
2. Work will be performed at **Customer's** location and **New World's** project offices and will be performed on business days during **Customer's** normal business hours, except when both parties agree otherwise.
3. The project consists of the delivery, installation, configuration, testing, implementation and go-live of the Licensed Standard Software that provides the functionality and operation described in this **Agreement**.
4. Additional work activities and software functionality not described in the **Agreement** will be considered a change to this project and will be authorized by **Customer** using the Project Change Request.
5. **Customer** and **New World** expect and agree that the Statement of Work will be modified from time to time, especially after **New World** gains a more complete understanding of **Customer's** existing technologies, business practices and operations.
6. Completion of Data Conversions and delivery of described custom software interfaces are pre Go-Live requirements.

NEW WORLD AND CUSTOMER STAFF

Responsibilities of **New World** and **Customer** staff are described in the **Agreement** and this Statement of Work.

NEW WORLD EXECUTIVE SPONSORS

Nino DiCosmo, Sr. Vice President and General Manager, Aegis Division

Mr. DiCosmo is the **New World** Executive responsible for professional services and support for all projects. He will stay actively involved in the project implementation and will attend several on-site project status meetings.

Mark Dvorak, Vice President of Professional Services and Customer Operations, East

Mr. Dvorak and his team of project managers and trainers are responsible for the implementation of the **Customer** project. He will be active in the project implementation and scheduling of resources. In addition, he will have direct contact on a regular basis with the **Customer** Project Manager to ensure the highest level of satisfaction during project implementation

PROJECT TEAM

TBD, Project Manager

A project manager will be assigned to the project upon **Agreement** signing. **Customer** will be provided an opportunity to interview and approve proposed Project Manager. The Project Manager may provide some of the initial set up and training and will also be a technical liaison to **New World**. In addition, the Project Manager will generate all status reports and correspondence.

Nina DiMeglio, Director, Customer Support

Ms. DiMeglio will oversee the operation of the **Customer** Support Team, including the Call Center. Ms. DiMeglio will work closely with the **New World** and **Customer** Project Managers to ramp up the support team to provide support during go-live and ongoing support thereafter.

TBD, New World On-Site Installation Support

These professionals will be assigned to the implementation of the **New World** deliverables. They will provide the initial set up, testing and user training, along with recommendations for additional training staff as required.

CUSTOMER EXECUTIVE SPONSORS

TBD, Customer Senior Manager

TBD will be the primary senior management contact for **New World**. He/She will be responsible for senior management communications regarding the overall relationship, contractual matters, gaining approvals from funding sources when necessary, overseeing **Customer** project governance and will coordinate any senior management activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the **Agreement**.

TBD, Customer Project Manager

TBD will be the primary contact for **New World**. He/She will be responsible for communication with the **Customer** regarding project progress, issues and/or changes and will coordinate and manage activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the **Agreement**.

TBD, System Administrator

The System Administrator (SA) will be responsible to ensure **Customer's** network, servers and client (PC) environment (i.e., **Customer's** hardware and system software infrastructure) is installed and maintained properly; provide operational support of **Customer's** hardware and system software infrastructure; provide operational support for **New World** Standard Software to **Customer's** user staff and perform backup, recovery and routine update procedures for **New World's** Licensed Standard Software.

NEW WORLD SYSTEMS PROJECT METHODOLOGY OVERVIEW

The focus of **New World**'s Project Manager, Program Management Office (PMO), services team, support team and all personnel associated with this project is to assist the **Customer** complete their project successfully.

Since its inception, **New World** has successfully completed thousands of **Customer** projects and developed a standard project management methodology that is predictable, repeatable, lowers risk and maximizes **Customer** success. This standard approach, the **New World** Project Implementation Methodology (PIM), is based upon a combination of Project Management Institute (PMI) guidelines (PMBOK) and years of successful **New World** project management activity deploying public safety solutions.

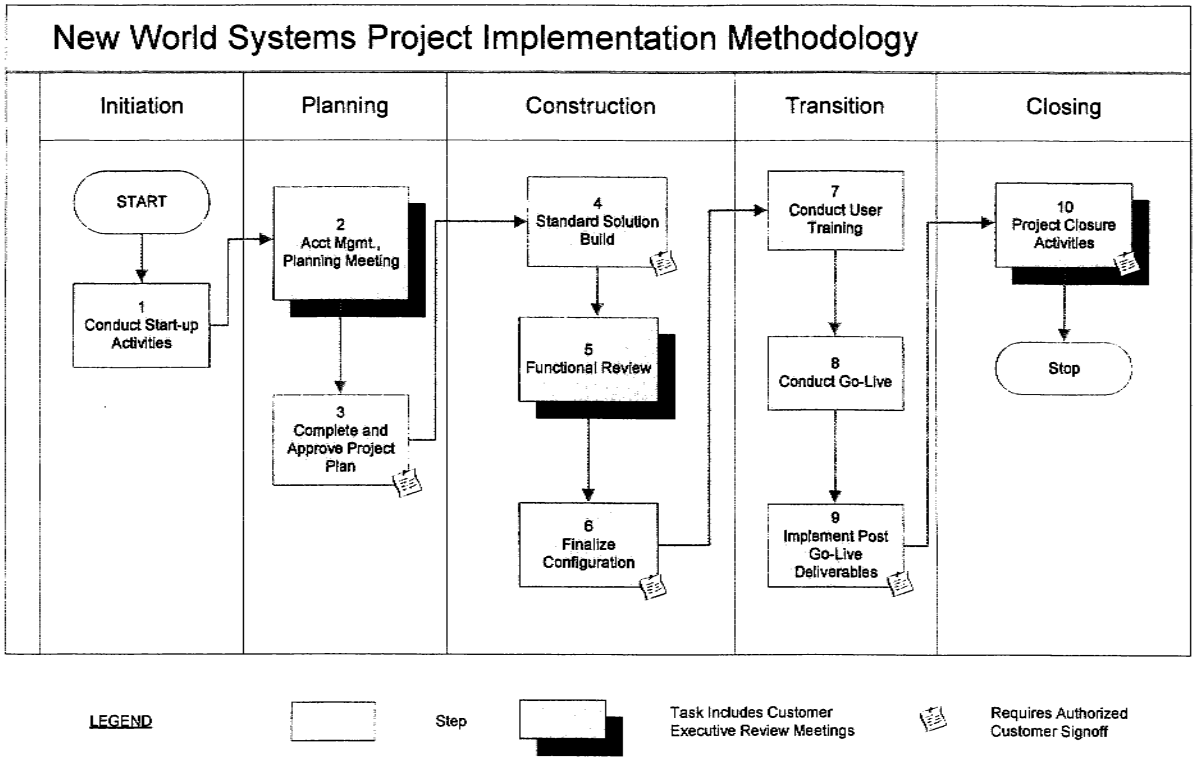
The **New World** PIM is the standard process that **New World** follows for all project implementations. Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning
2. **Planning** – Create and approve the Project Plan
3. **Construction** – Execute the Project Plan to build, configure and review the system to verify system readiness
4. **Transition** – Train users, perform data conversion, execute go live, complete post-go live activities, Acceptance Testing and finalize **Customer** application customizations
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer **Customer** to Account Management team

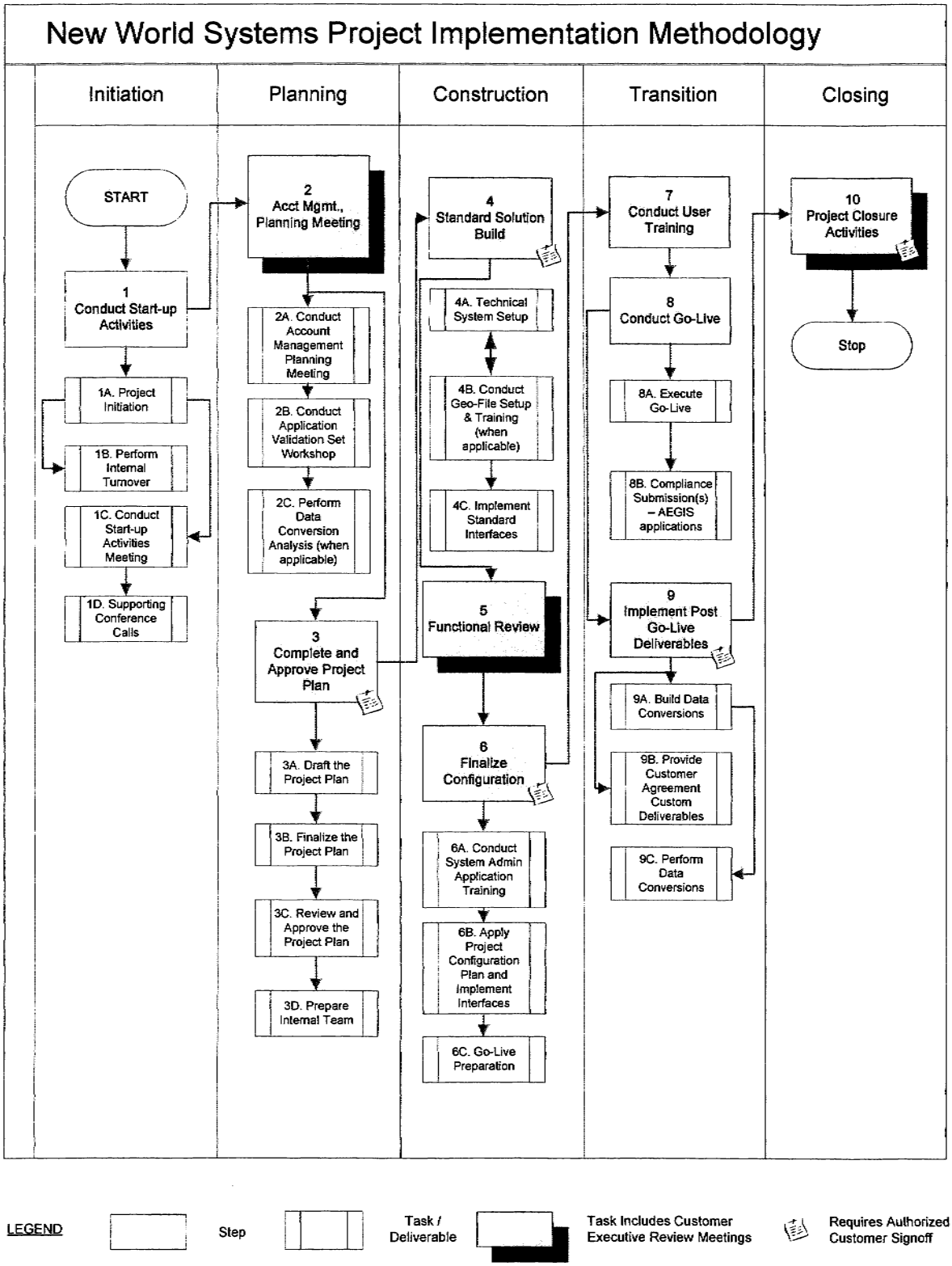
Each phase consists of one or more steps. Each step includes:

1. **New World responsibilities** – Activities **New World** staff is responsible to perform
2. **Customer responsibilities** – Activities **Customer** staff is responsible to perform
3. **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step
4. **Outputs (completion criteria)** – Items that must be completed during the step and are requirements in order to consider the step complete (outputs are often the inputs of future steps and must be completed in order to keep the project on track)

A diagram of the Project Implementation Methodology is shown on the following page. Although the steps on the diagram are sequential, over time, steps will overlap.



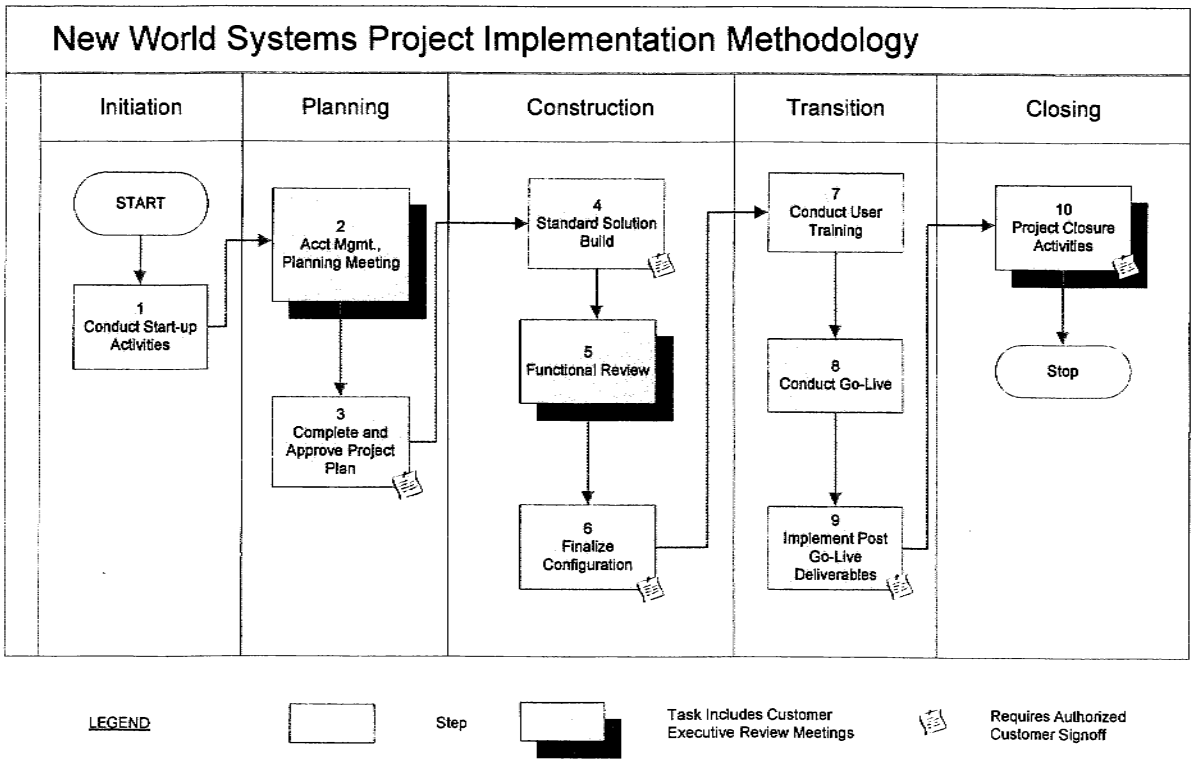
The key tasks and related project deliverables that comprise the work breakdown structure (WBS) of the Project Implementation Methodology are shown in the diagram on the following page. Each step and project deliverable are described in detail in the sections following this diagram. The full work WBS is embedded in the Project Schedule template (mpp), which is used in conjunction with this methodology.


New World Systems Project Implementation Methodology
Initiation
Planning
Construction
Transition
Closing
START
1 Conduct Start-up Activities
1A. Project Initiation
1B. Perform Internal Turnover
1C. Conduct Start-up Activities Meeting
1D. Supporting Conference Calls
2 Acct Mgmt., Planning Meeting
2A. Conduct Account Management Planning Meeting
2B. Conduct Application Validation Set Workshop
2C. Perform Data Conversion Analysis (when applicable)
3 Complete and Approve Project Plan
3A. Draft the Project Plan
3B. Finalize the Project Plan
3C. Review and Approve the Project Plan
3D. Prepare Internal Team
4 Standard Solution Build
4A. Technical System Setup
4B. Conduct Geo-File Setup & Training (when applicable)
4C. Implement Standard Interfaces
5 Functional Review
6 Finalize Configuration
6A. Conduct System Admin Application Training
6B. Apply Project Configuration Plan and Implement Interfaces
6C. Go-Live Preparation
7 Conduct User Training
8 Conduct Go-Live
8A. Execute Go-Live
8B. Compliance Submission(s) – AEGIS applications
9 Implement Post Go-Live Deliverables
9A. Build Data Conversions
9B. Provide Customer Agreement Custom Deliverables
9C. Perform Data Conversions
10 Project Closure Activities
Stop
LEGEND
Step
Task / Deliverable
Task Includes Customer Executive Review Meetings
Requires Authorized Customer Signoff

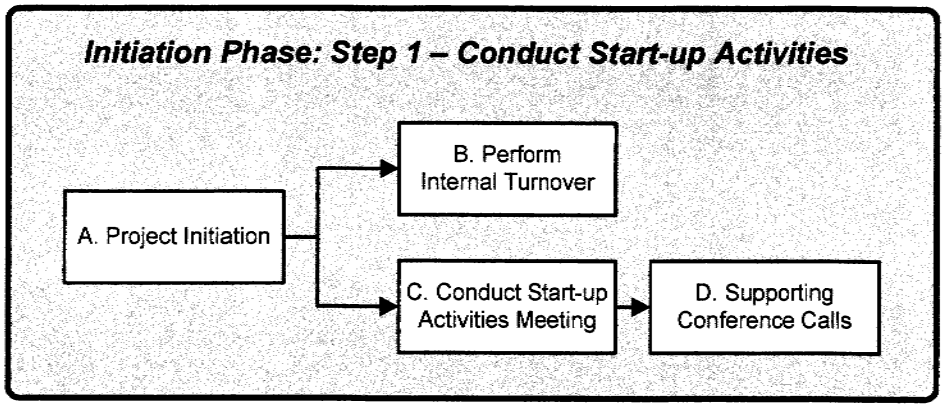
PHASE: Initiation

Purpose: Engage project management, establish initial communication channels and begin planning.

Description of Phase: The Initiation Phase consists of one step. During this Phase, the **New World** and **Customer** Project Managers are assigned and the **New World** Sales representative initiates the formal transition of the project to the **New World** Operations team. This team includes Executive Sponsorship, Senior Program leadership, Program Office Management (PMO) governance, Project Management and Delivery Center specialists. In this Phase, this Operations team establishes a foundation for program governance, retention of project artifacts and takes ownership of the **Customer** communications and the execution of the **Agreement**.



Step 1: Conduct Start-up Activities



A. Project Initiation

Overview: Within one week of **Agreement** execution, the **Customer's** project will be initiated. Key activities include:

1. Initial call to the **Customer** to set the date and time for a Start-up Activities conference call
2. PMO establishes framework for project execution and governance (e.g., project metrics/status reporting, project artifact storage)
3. Execution of the **Agreement** is assigned to a delivery team (e.g., Executive Sponsor, Project Manager)

New World responsibilities: The Sales Representative is responsible for the initial call to the **Customer** and the PMO is responsible for initiating the project at **New World** and establishing the framework for governance.

Customer responsibilities: None

Inputs (prerequisites):

1. **Agreement**
2. Turnover Document

Outputs (completion criteria):

1. Phone call with **Customer**
2. Storage of project artifacts and governance framework established on the Project Management Portal

B. Perform Internal Turnover

Overview: The assigned **New World** Project Manager will coordinate and facilitate an internal turnover meeting with key staff members associated with project planning, development and implementation. Key staff members include:

- New Account Sales/**Customer** Care Manager
- Solution Consulting Practice Manager(s)
- Solution Consulting Administrative Assistant
- System Assurance Manager / Technical Lead
- PMO Manager
- Project Manager
- Professional Services Manager
- Data Conversion Manager
- Interface Manager
- **Customer** Support Account Manager
- Others as needed

New World responsibilities: Individual responsibilities are described below:

Project Manager:

1. Review the **Agreement** and Customer Agreement Assessment Report
2. Review Turnover Document
3. Coordinate and schedule meeting
4. Create and distribute meeting agenda
5. Conduct meeting
6. Facilitate a discussion that defines delivery structure and proposed project schedule for this project (e.g., application build approach/WBS; Delivery Center Technical Leadership, anticipated timeline)
7. Initiate the Project Management Plan and Project Binder (internal document)
8. Document action items, issues and risks in Project Management Plan

Other **New World** employees:

1. Prior to the meeting,
   a. PMO creates the Customer Agreement Assessment Report. They review the project initiation documents (e.g., **Agreement**, Turnover Document), highlight key deliverables, **Customer** expectations, terms and conditions and verify that the **Customer** billing plan conforms to the **Agreement**.
   b. PMO will create an initial Project Schedule where the WBS is aligned with the deliverables defined in the **Agreement**.
   c. Each attendee will review all project related information, i.e., **Agreement**, internal documentation, meeting agenda, etc.
2. Attendees will prepare questions and observations requiring further discussion
3. Attend meeting and discuss agenda items
4. Document and follow up on any items requiring their attention

Customer responsibilities: None

Inputs (prerequisites):

1. Turnover Document (internal document)
2. **Agreement**
3. Project Manager assigned
4. Customer Agreement Assessment Report (internal use only)
5. Project Management Plan
6. Project Schedule Template
7. Project Binder (internal document)

Outputs (completion criteria):

1. Tracking system updated with entries (cases) for **Customer** \contract deliverables
2. First iteration of the Project Schedule, Project Management Plan and Project Binder

C. Conduct Start-up Activities Meeting

Overview: The Project Manager will facilitate a meeting with the **Customer**. The objectives for this meeting are:

1. Introduction of **New World** Project Manager and Executive Management team
2. Describe key teams/groups and identify their roles and responsibilities during the project
3. Discuss expectations of **Customer** and **New World**
   a. Senior **Customer** leadership will be required for executive project reviews and signing approval documents
   b. Project timeframes
4. Discuss **New World** Project Methodology Overview
5. Discuss Account Management Planning meeting agenda and objectives
6. Set date for on-site Account Management Planning meeting and discuss site preparation
7. Discuss keys to projects success
8. Schedule System Assurance Phone conference
9. Obtain topology diagram of **Customer's** network

New World responsibilities: The Sales Representative is responsible for arranging and coordinating the meeting through the initial **Customer** phone call.

Customer responsibilities: Attend meeting and be prepared to discuss agenda items. Supply updated topology diagram of the network.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Standard Meeting Agenda and Presentation template for meeting
3. Project Management Plan
4. Initial Project Schedule

Outputs (completion criteria):

1. Post-Trip Report (when conducted on site) or follow-up email (when conducted remotely via conference call)
2. Updated Project Schedule
   a. Initial baseline based on project size and deliverables
   b. Initial **Customer** meeting activities defined
3. Customized meeting agenda and presentation
4. Updated Project Status record; include initial project baseline dates
5. Updated Project Management Plan (e.g., action items, issues, risks identified)
6. Supporting documentation
7. Project Managers, Executive Manager and Subject Matter Experts (SMEs) roles reviewed
8. **Customer** supplied topology diagram of the network
9. Scheduled System Assurance Phone Conference

D. Supporting Conference Calls

Overview: The System Assurance Technical Lead will work with the Project Manager to coordinate and facilitate a conference call with the **Customer** to address System Assurance planning / analysis. The key objective of this conference call is to ensure the **Customer** understands what information is needed for the System Assurance process to be successful and to establish an agreed upon timeline for this information.

A key focus in this call will be the development of the GIS data for use with **New World** applications. **New World** will introduce the parameters for the required GIS layers by providing **Customer** with a GIS Implementation Packet and conducting an initial review of **Customer**-provided GIS data for compatibility with the **New World** application.

New World responsibilities: System Assurance Technical Lead facilitates conference call with the **Customer** and **New World** technical resources to address the initial System Assurance planning and analysis. Distribute/explain GIS implementation packet, survey and data collection documents that need to be completed by the **Customer**.

Customer responsibilities: **Customer** leadership and technical resources participate in conference call(s) to address the initial System Assurance planning and analysis. **Customer** to complete relevant survey(s) and data collection documents (after complete of the conference call).

To support the GIS requirements, the **Customer** will need to:

1. Supply accurate GIS data in a standard ESRI format (shape files, personal geo-database, file geo-database, etc.) on the agreed upon date.
2. Appoint a GIS Implementation Specialist to resolve any issues regarding delivery, mapping or functionality of GIS data with the **New World** application.
3. Carefully review the comments and/or requested changes from the **New World** GIS Implementation Specialists related to the compatibility of the **Customer's** GIS data with the **New World** application after the required GIS layers have been reviewed by **New World**.

Inputs (prerequisites):

1. System Assurance conference calls scheduled
2. System Assurance meeting agendas and presentation templates
3. Relevant survey, data collection templates and GIS implementation packet (when applicable)

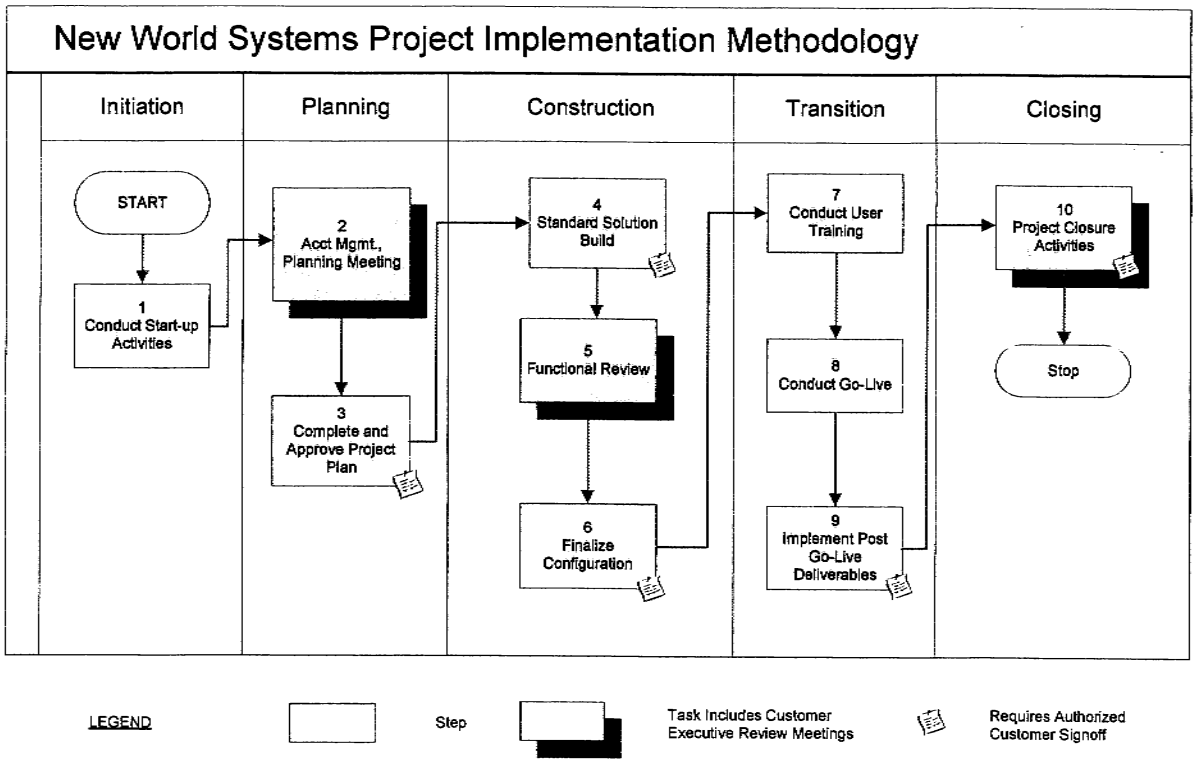
Outputs (completion criteria):

1. Completed Systems Assurance Conference
2. Customized System Assurance meeting agenda and presentation template
3. Updated Project Management Plan (e.g., action items, issues identified)
4. Updated Project Schedule
5. Survey and data collection documents (completed by the **Customer**)
6. Supporting documentation
7. Store project artifacts and update status of project on Project Management Portal
8. GIS Information

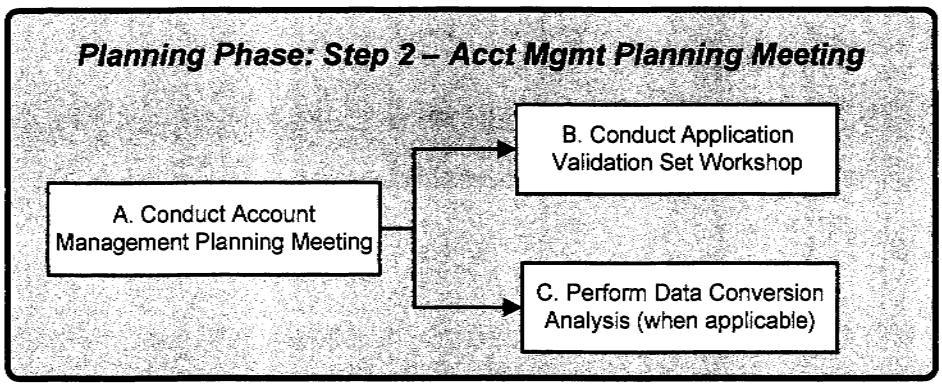
PHASE: Planning

Purpose: Create and approve the Project Management Plan.

Description of Phase: The Planning Phase consists of two steps. During this Phase, **New World** and **Customer** Project Managers organize the project, establish project teams, confirm requirements, develop the Project Plan and obtain senior management approval for the Project Plan.



Step 2: On-Site Account Management Planning Meeting



A. Conduct Account Management Planning Meeting

Overview: During this event, the assigned **New World** Project Manager will coordinate a series of on-site meetings with key **Customer** and SMEs associated with project planning, development and implementation. In addition, we will conduct a high level review of the **Customer's** business practices, environment and workflow to examine their fit into the **New World** software product. In this series of meetings, **New World** and the **Customer** will establish project methods, project acceptance criteria and governance. Key topics include:

1. Executive overview with Executive Management and identification of **Customer** Executive Sponsor(s)
2. Review of project scope (**Agreement**, project methodology) with **Customer** project management
3. Development of the Project Management Plan
4. Discuss initial Project Schedule and resource management policy
5. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success
6. High level review of **Customer** workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule
7. Address go-live requirement for custom interfaces, custom software modules and/or data conversions

Key meeting participants include:

1. Senior/Executive Sponsor
2. General Manager Professional Services
3. New Account Sales or **Customer** Care Account Manager
4. **New World** Project Manager
5. **Customer** Senior Management /Exec Sponsor
6. **Customer** Project Manager
7. **Customer** SMEs

New World Responsibilities: During this event, the Project Manager (and/or designee) will meet with **Customer** staff and review requirements for the various items listed above. Once complete, the Project Manager (and/or designee) will document the requirements and distribute the information to the appropriate members of the implementation team. The **New World** Project Manager responsibilities include:

1. Establish framework for account management, roles and responsibilities of **New World** and **Customer**
2. Review **Agreement**
3. Review project methodology
4. Establish initial Project Management Plan
   a. Roles and Responsibilities
   b. Communication Plan
   c. Risk Management Plan
   d. Initial issues / concerns
5. Propose initial Project Schedule
6. Define an initial Training Plan
7. Update the Project Management Plan and Project Schedule
8. Create the initial requirement definition for custom requirements (e.g., software modifications, custom interfaces, data conversion); clearly define implementation timing (e.g., go-live vs. post go-live).
9. Conduct Executive Sponsorship meeting

Once compiled, documents will be provided to the **Customer** for review.

Customer Responsibilities: The **Customer** is responsible for:

1. Site preparation (conference rooms, audio visual equipment, etc.)
2. Meeting coordination with Executive Sponsors, supervisors, SMEs to support all contracted modules and functions, including but not limited to:

AEGIS Modules and Functions
Computer Aided Dispatch
Law Enforcement Records Management
Fire Records Management
Mobile
Field-Based Reporting

3. **Agreement** to account management framework, relationship approach and time schedule for project reviews
4. Attending and participating in the Account Management Planning Meeting
5. Providing the necessary technical specifications on interfaces
6. Providing complete user stories (that provide a general description of desired enhancement) for custom enhancements
7. Providing liaison support with agencies and vendors required to support interfaces
8. Identifying any non-standard **New World** reports not yet identified or included in the **Agreement**
9. Providing appropriate technical staff necessary to complete technical surveys (e.g., the Aegis Mobile Checklist, when applicable)
10. Reviewing all documentation compiled through this process, including the Requirements Document(s) submitted by **New World** and identify specific issues in writing
11. Providing liaison support with the state to support state reporting requirements (e.g., IBR, UCR, Accidents, etc.)

Inputs (prerequisites):

1. **Agreement**
2. Meeting Agenda / Pre-Trip Report
3. Presentation template
4. Resource Management Policy
5. **Customer** completed surveys, data collection documents
6. Standard workflow templates (when applicable)
7. Project Management Plan
8. Project Binder (internal document)
9. Data Conversion, System Assurance templates (when applicable)
10. Initial Project Schedule
11. Topology diagram of **Customer's** network
12. **Agreement**
13. Requirements Definition template

Outputs (completion criteria):

1. Post-trip Report
2. Framework established for account management, roles and responsibilities of **New World** and **Customer**
3. **Agreement** reviewed
4. Project methodology and planning templates reviewed
5. **Agreement** on initial Project Schedule and initial Training Plan
6. Initial Requirement Definitions (e.g., software modifications, custom interfaces, data conversion), clearly defined implementation timing (e.g., go-live vs. post go-live)
7. Define timeframe for next Executive Sponsorship discussion
8. Change Order (when applicable)
9. Contract Addendum (when applicable)
10. Updated Project Management Plan
11. Updated Project Binder (internal document)
12. Updated Project Schedule
    a. All activities sequenced (dependencies applied)
    b. Project Schedule defined
13. Supporting documentation
14. Store project artifacts and update status of project on Project Management Portal

B. Conduct Application Validation Set Workshop

Overview: During this event, **New World** will conduct Application Validation Set Training for designated **Customer** SME personnel to acquire the knowledge necessary to define the validation sets that are necessary to configure the initial application database. In this workshop, but **Customer** SME team will learn about the different types of information that must be defined and the method to communicate the validation set data.

New World responsibilities:

1. Provide up-to-date user manuals and tailorable tranining guides to workshop participants
2. Instruct **Customer** personnel on the validation sets information and process for the various contracted modules and associated application database

Customer responsibilities:

1. Convene workshop team of SMEs for this training
2. Attend and participate in the Application Validation Set Training

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Validation Set workbook(s)
4. Training room with computers running **New World** application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Plan
3. Updated Validation Set workbook(s)
4. Updated Training Guides

C. Perform Data Conversion Analysis

Overview: Using the established guidelines from the contract, prepare **Customer** and **New World** for data conversion and migration. **New World** will analyze **Customer** source data, develop and deliver a Data Conversion/Migration Plan. This process will be initiated during the on-site Account Management Planning meeting(s).

New World responsibilities:

1. With **Customer** assistance, **New World** will analyze existing **Customer** source data; during this analysis process, **New World** will determine compatibility with the **New World** database structures and the viability of a conversion or migration to the **New World** database
2. Develop and deliver a Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, including Windows compatible file attachments (JPEG, PDF, WAV, DOCX, etc.) database types, database design and any detected data mapping concerns
3. When required, develop change order that reflects differences between the **Agreement** and **Customer's** desired data conversion

Customer responsibilities:

1. Provide **New World** with a representative sample of the data to be converted on mutually agreeable transmission media
   a. Assist **New World** in analyzing source data
   b. Live in source system
2. Review the Data Conversion/Migration Plan

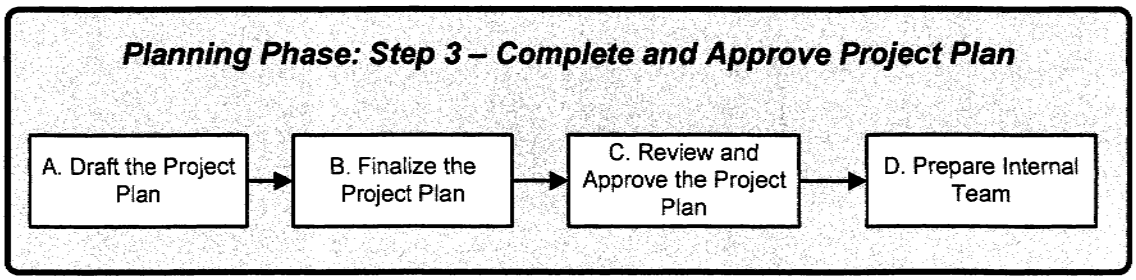
Inputs (prerequisites):

1. Data Conversion Packet
2. Sample data from **Customer**

Outputs (completion criteria):

1. Data Conversion/Migration Plan
2. **Customer** review and sign off on the Data Conversion/Migration Plan
3. Signed change order, when required

Step 3: Complete and Approve Project Plan



A. Draft the Project Plan

Overview: The purpose of this event is to review the information captured during the Planning Phase, finalize key decisions and prepare to finalize the overall Project Plan. It is important to note that the Project Plan includes all documents prepared during the Planning Phase:

1. Project Management Plan
   a. Roles and Responsibilities
   b. Communication Plan
   c. Risk Management Plan
   d. Action Items
   e. Issues
   f. Key Decisions - Changes
2. Project Schedule
3. Supporting documents
4. Initial Requirement Definition for **Customer** Deliverables
5. Initial Training Plan

New World responsibilities: During this process, the **New World** Project Manager will meet with the **Customer** project team and review the information documented in the Planning Phase. The Project Manager will then draft and publish the Project Plan that will be submitted for approval.

Customer responsibilities: Support finalization of the Project Plan, providing SMEs as needed.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Requirements Document(s)
3. Initial Training Plan
4. Information referenced from legacy system(s) as well as **New World** software
5. Project Management Plan
6. Project Binder (internal document)
7. Project Schedule

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Management Plan
3. Updated Project Binder (internal document)
4. Updated Project Schedule
5. Updated Requirements Document(s); including sign-offs (where applicable)
6. Updated supporting documentation
7. Proposed resource schedule

B. Finalize Project Plan

Overview: At this stage of the project, significant information has been gathered regarding the **Customer's** current operations and how the **New World** application implementation needs to occur to be successful. Based on this information, a final Project Plan must be developed that maps out the activities, deliverables and deadlines required by the project team.

New World responsibilities: The **New World** Project Manager will finalize the Project Plan to meet the requirements of a successful implementation, while establishing clear ownership of activities, deadlines and timeframes for each step of the implementation. The Project Plan provides detailed instructions to the entire **Customer** team and once approved, is the guiding light for all project activity going forward.

1. Review with **Customer** personnel the identified implementation tasks, priorities, inter-dependencies, team members, resources and other requirements to approve the final Project Plan.
2. The Project Management Plan, Project Schedule and supporting documentation are finalized as part of this step because these documents comprise the Project Plan that is reviewed as part of the acceptance criteria to move the project to the Construction Phase as defined in Review and Approve Project Plan.

Customer responsibilities: In tandem with **New World** project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan.

Inputs (prerequisites):

1. **Agreement**
2. Proposed resource schedule
3. Project Plan
   a. Project Management Plan
   b. Project Schedule
   c. Project Configuration Plan and supporting documents/plans
   d. Updated Requirements Document(s), including sign-offs
   e. Supporting documents

Outputs (completion criteria):

1. Updated Project Plan
2. Confirmed resource schedule (90-day lock)
3. Store project artifacts and update status of project on Project Management Portal

C. Review and Approve Project Plan

Overview: The objective of this task is to approve the Project Plan based upon the activities and work processes discovered during the Planning Phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

New World responsibilities:

1. Deliver the final Project Plan to **Customer**
2. Review the Project Plan with **Customer** personnel and make mutually agreed upon modifications
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project
4. Ensure there is a clear definition of the alignment of any custom software/interfaces to the implementation of the standard application solution in the **Customer's** live environment
5. Review 90-day lock resource scheduling policy

Customer responsibilities:

1. Review the final Project Plan and document any specific deficiencies found with the Plan within ten (10) business days
2. Sign off on final iteration of the Plan by **Customer** Project Manager and Executive Manager

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Final Project Plan
3. Supporting Documentation

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Final accepted Project Schedule; second baseline for project created based on actual timeline (initial baseline based on project size)
3. Updated Project Status Record; ensure new project baseline dates are reflected
4. Signed approval for the Project Plan
    a. Project Schedule
    b. Supporting documents/plans
    c. Requirements Document(s); including sign-offs (where applicable)
    d. Project Management Plan
    e. Supporting Documentation
        i. State reporting
        ii. Data conversion
        iii. Geo-File

D. Prepare Internal Team

Overview: During this portion of the implementation, the Project Manager meets with the **New World** team to discuss the requirements of the Project Plan and their individual responsibilities to deliver a successful project.

New World responsibilities: The **New World** Project Manager will be responsible for the following:

1. Prepare and coordinate the team briefing
2. Ensure all project documents are stored on the portal and are available to the team
3. During the meeting, the Project Manager will review the Project Plan and supporting (applicable) documents
4. The Project Manager will review with the individual team members their roles and responsibilities associated with the implementation

Customer responsibilities: None

Inputs (prerequisites):

1. Agenda
2. Final Project Plan
   a. Project Schedule
   b. Supporting documents/plans
   c. Requirements Document(s)
   d. Project Management Plan
   e. Supporting Documentation
      i. State reporting
      ii. Data conversion
      iii. System Assurance
3. Project Binder (internal document)
4. **Agreement**
5. Resource schedule

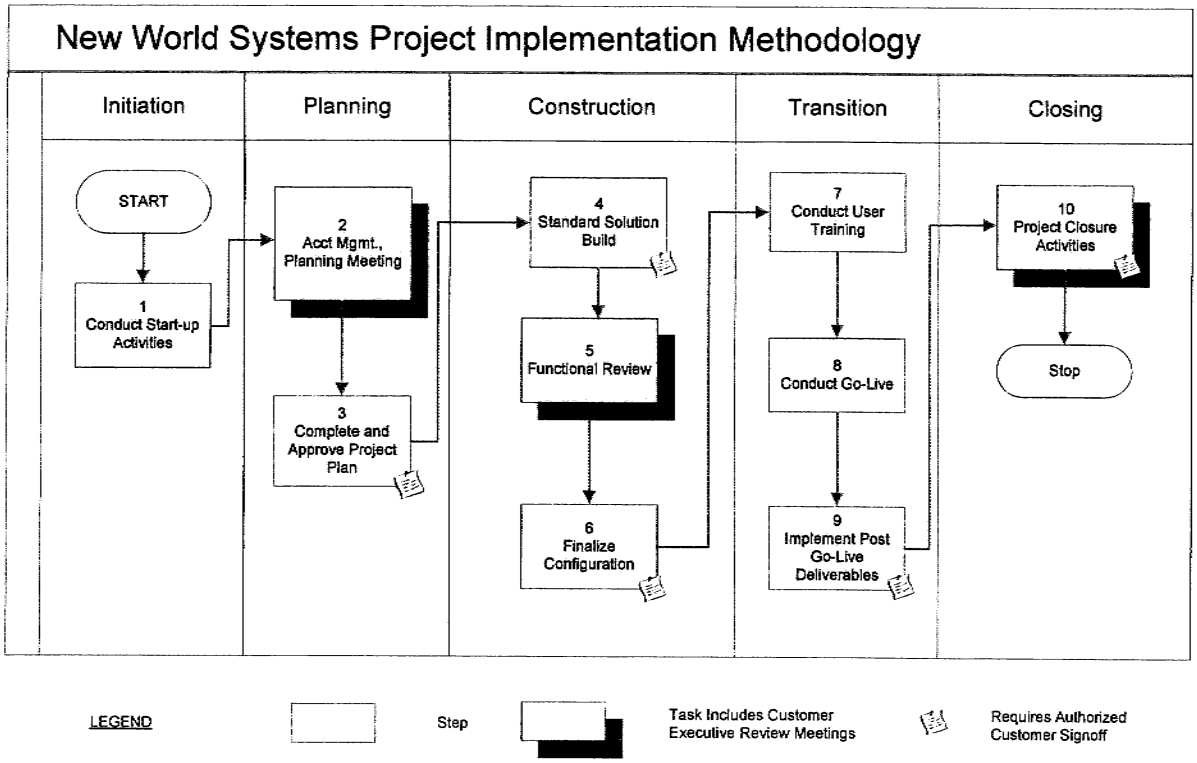
Outputs (completion criteria):

1. Updated Project Plan
2. Project team prepared to build application solution

PHASE: Construction

Purpose: Execute the Project Plan to build, review and configure the system to verify system readiness.

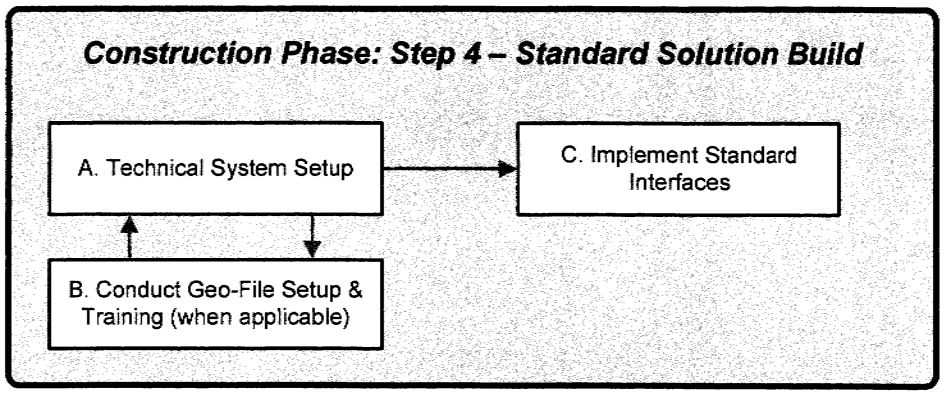
Description of Phase: The Construction Phase consists of three steps. During this Phase, **New World** and **Customer** Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this Phase is to execute the Project Plan. **Customer** and **New World** project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the **New World** application.



The methodology diagram indicates that each step of the Construction Phase follows the previous step, but many of these steps occur concurrently.

*In addition, when the **Customer** requires the conversion of existing data and/or implementation of custom interfaces to bring the applications into a live production environment, some (or all) of the tasks defined in the Transition Phase, Step 9, Implement Post Go-Live Deliverables, may occur during the Construction Phase (this is dependent upon the Project Plan developed and agreed upon in the Planning Phase).*

Step 4: Standard Solution Build



A. Technical System Setup

Overview: During this step, **New World** validates and finalizes the **Customer's** hardware configuration, software requirements and implementation. The result of this effort is documented in the Site Plan.

New World will install the Licensed Standard Software and standard database on **Customer** supplied servers and configure system to meet application specifications. This is generally completed in two distinct stages: Aegis/MSP and Mobile

New World responsibilities: Configure the system as required and provide knowledge transfer to the System Administrator.

New World will install and configure the application specific server/client and train **Customer** personnel on configuration procedures. For each configuration, **New World** personnel will:

1. Verify with **Customer** personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by **Customer**
2. Establish the initial application database using the validation set workbook(s) as input
3. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, **New World** will make recommendations for necessary site modifications to meet minimum operating requirements for the application
4. Review with **Customer** the minimum requirements for workstations and mobile data devices as identified in the **Agreement**, as applicable to the application
5. Train **Customer** to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration
6. Review ongoing **Customer** management expectations of how system will be managed by **Customer**; identify role of **New World** vs. **Customer**

7. Provide **Customer** with a Site Plan that includes the following:
   a. Identification of any special space requirements
   b. Functional system diagram, showing a high level view of the **New World** Standard Software subsystems and their associated hardware

Customer responsibilities:

1. Provide **Customer** technology staff to assist **New World** with the Site Plan
2. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information reasonably required to validate final hardware requirements
3. Review the final hardware and operating system configuration with the **New World** project team
4. Review **New World** recommendations regarding any existing communications networks and workstations and make any reasonable modifications identified by **New World** to ensure compatibility with the equipment and system to be installed
5. Ensure hardware is ordered, delivered and installed prior to scheduling **New World** System Assurance visit on site
6. Have information technology support staff on hand for knowledge transfer and to help address any concerns encountered during the system installation
7. Review and sign off on systems management expectations policy
8. Provide signoff indicating completion of system set-up and administration training
9. Install and configure the mobile software on additional mobile computers

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. System Support documentation
3. Validation Set workbooks
4. **Customer** supplied topology diagram of the network and map
5. System Set-up and Administration Training sign-off template
6. Systems Management Expectations Policy template

Outputs (completion criteria):

1. Site Plan
2. Test and production environments are ready to use
3. Post-Trip Report (if conducted on site)
4. System Set-up and Administration Training sign-off document
5. Systems Management Expectations Policy / signoff
6. Store project artifacts and update status of project on Project Management Portal

B. Conduct Geo-File Setup and Training (when applicable)

Overview: New World will recommend procedures to support the loading of **Customer**-supplied GIS data for use in the **New World** software and assist the ***Customer*** with the initial load of GIS data.

As part of this step, **New World** will provide a GIS overview of GIS components, where they are installed and discuss a plan for updating the GIS data within the **New World** software. **Customers** are responsible for continuous updates of the GIS data used in the **New World** software.

The **Customer** will need to have the appropriate ESRI desktop software of ArcEditor or ArcInfo in order to conduct the initial GIS data load and ongoing maintenance of the data. The ArcEditor or ArcInfo software must be available for use by the **New World Customer** Support Center to assist the **Customer** with GIS data support.

New World responsibilities:

1. Obtain from **Customer** the **New World** required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed geo-coding service.
2. Obtain from **Customer** all appropriate required polygon boundary layers. This may represent Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Name, Alias, and Hydrant layer
3. The GIS Implementation Specialist will assist **Customer** in loading/importing their GIS data into the **New World** enterprise geo-database within the **New World** software; it is required that all GIS data to be used within the **New World** software be maintained in a standard ESRI data format (shape files, personal geo-database, file geo-database) and then loaded into the **New World** software, or the required GIS data to be maintained directly in the **New World** enterprise geo-database using ESRI's ArcGIS ArcEditor or ArcInfo desktop software
4. Conduct a GIS Overview for the **Customer**

Customer responsibilities:

1. Provide **New World** with the required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed
2. Provide **New World** all appropriate required polygon boundary layers
3. Assume responsibility for both initial GIS data development and ongoing GIS data maintenance
4. Provide a GIS point of contact responsible for ongoing GIS maintenance
5. Provide the above-specified GIS data for import/load into the **New World** enterprise geo-database
6. Provide any other GIS data for use within the **New World** software at the time of the initial import/load into the **New World** enterprise geo-database
7. Provide all ESRI Desktop software ArcEditor/ ArcInfo and any associated systems software licenses and workstation equipment necessary for the initial import/load of the GIS data into the **New World** enterprise geo-database
8. Provide trained staff to make GIS data changes or corrections in support of GIS implementation
9. Be solely responsible for the content and accuracy of the supplied GIS data (there is no data conversion or manipulation by New World)

Inputs (prerequisites):

1. GIS Implementation Packet and data review document
2. Detailed specifications of required changes or additions to **Customer** GIS data to ensure compatibility within the **New World** application

Outputs (completion criteria):

1. The **New World** Standard Software GIS Implementation has been successfully completed with **Customer**-supplied GIS data
2. **New World** demonstrates to **Customer** the **New World** application is working correctly with the loaded **Customer** GIS data
3. **New World** has provided **Customer** with the appropriate GIS overview necessary for ongoing maintenance and uploading of the GIS data within the **New World** application going forward
4. Store project artifacts and update status of project on Project Management Portal

C. Implement Standard Interfaces

Overview: During this event, **New World** will implement any applicable standard interfaces.

New World responsibilities: Implement the interfaces in the test environment that are required for the live environment.

Customer responsibilities:

1. Provide **Customer** technology staff to address the desired application workflow
2. Work with **New World** to test the interfaces

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Configuration requirements for interface operations
3. Standard Interfaces

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Installed Standard Interfaces

Step 5: Functional Review

Overview: The Functional Review encompasses a hands-on review of each application within the implementation. This review is accomplished by presenting each function within the application from the user/administrator point-of-view and every project construction element as it relates to a particular workflow process.

New World responsibilities: New World Project Manager and Application Specialist(s) will act as facilitators during the Functional Review. Their main role is to review the **New World** standard software solution with the **Customer** and identify any **Customer** workflow modifications and/or minor software configuration changes that need to be applied. The Project Manager is responsible for coordinating this review with the Application Specialist and preparing the **Customer** team for the functional review and creating any applicable documentation (e.g., Functional Review Guide, trip reports). The Application Specialist will present the configured applications and act as SME to facilitate an interactive exchange with the **Customer** and work towards **Customer** acceptance of the configured applications. Additionally, a **New World** Executive Manager will participate in the Functional Review, as well as a project review meeting with the **Customer's** senior staff. The content of the Training Plans will also be finalized as part of the Functional Review. The review should include:

1. Overview of the various **Customer** work processes and the functional relationship to the software

AEGIS APPLICATIONS
Computer Aided Dispatch
Law Enforcement Records Management
Fire Records Management
Mobile
Field-Based Reporting

2. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
   a. Custom software modifications
   b. Custom interfaces
   c. Data conversion
3. Finalization of any applicable Requirements Definition documentation.
4. Identification and documentation of any desired configuration modifications to the standard software solution (not applicable for pre-configured implementations)
   a. Standard software applications
   b. Standard Interfaces
   c. State reporting requirements (e.g. IBR, UCR, Accident)
5. Agency-specific reports (internal management reports, public inquiries, etc.)
6. Review Hardware and Network Topology
7. Assess impact on workforce

8. Finalize Training Plan
9. Discuss Data Conversion Migration Plan
10. Define Cutover (Go Live) Plan, with Standard and Custom interfaces

Customer responsibilities: For the review, **Customer** leadership and SMEs participate to provide **Customer** workflow and policy information as it relates to the configured **New World** applications. Work with **New World** Project Manager and Application Specialist to determine any additional configuration changes that are required. Work with **Customer** to implement agreed upon workflow changes.

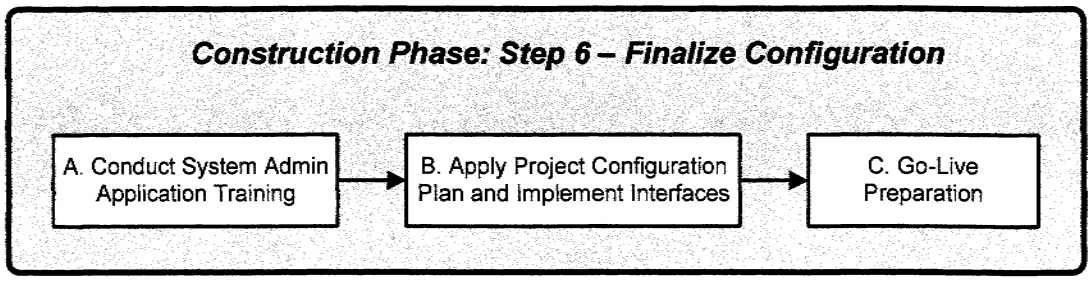
Inputs (prerequisites):

1. Pre-Trip Report
2. Functional Review Guide (when applicable)
3. Requirements Document(s) for Custom Interfaces / Modifications
4. Standard interfaces
5. State reporting (when applicable)
6. Data conversion
7. Geo-files
8. Field Reporting

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Schedule
3. Updated Project Plan
4. Project Configuration Plan
5. Training Plan
6. Supporting documentation
7. Store project artifacts and update status of project on Project Management Portal

Step 6: Finalize Configuration



A. Conduct System Admin Application Training

Overview: During this event, **New World** will conduct System Administration Application Training for designated **Customer** SME personnel to acquire the knowledge necessary to finalize the software solution configuration and maintain the various modules included in the **Agreement**. (There will be a minimum of one session per each major module.)

Decisions regarding the configuration of the **New World** application are made in the Construction Phase, Step 5, Functional Review, and are applied during this Step.

New World responsibilities:

1. Provide up-to-date user manuals to workshop participants
2. Instruct **Customer** personnel, including the system administrator, on configuration of the various contracted modules

Customer responsibilities:

1. Convene workshop team of SMEs for this training
2. Attend and participate in the System Admin Application Training

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Project Configuration Plan
4. Training room with computers running **New World** application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Plan

B. Apply Project Configuration Plan and Implement Interfaces

Overview: During this event, the **Customer** uses the Project Configuration Plan created during the Functional Review, as the requirements for any modification to the standard application configuration. The results of this effort are configured applications.

New World will implement any remaining standard interfaces.

In addition, **New World** will create and implement any custom interfaces that must be in place to bring the applications into a live production environment. Data Conversion activity may also be addressed (dependent upon the Project Plan developed and agreed upon in the Planning phase).

New World responsibilities: Provide support for the **Customer** SME team that is applying configuration changes. Implement the interfaces in the test environment that are required for the live environment.

Customer responsibilities:

1. Apply configuration changes as defined in the Project Configuration Plan
2. Provide **Customer** technology staff to address the desired application workflow
3. Work with **New World** to test the interfaces (as applicable)

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Project Configuration Plan
3. Configuration requirements for interface operations
4. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan
5. Requirements definition(s) (when applicable)
6. Standard and/or Custom Interfaces

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Configured applications, including applicable interfaces, data conversion, state requirements and field reporting
5. Updated Project Configuration Plan

C. Go-Live Preparation

Overview: Review the overall project status to ensure that all requirements for a go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

New World responsibilities: During this process, the **New World** Project Manager or Application Specialist will review the system with the **Customer** to ensure that each application is functioning as expected. In addition, they will review the Project Management Plan with the **Customer** to ensure all applicable issues and action items have been addressed.

Customer responsibilities: With the **New World** representative, the **Customer** will demonstrate the system is set up and configured as designed. Work with Project Manager to identify any issues or concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Project Configuration Plan
3. Project Plan
4. Go-Live sign-off template

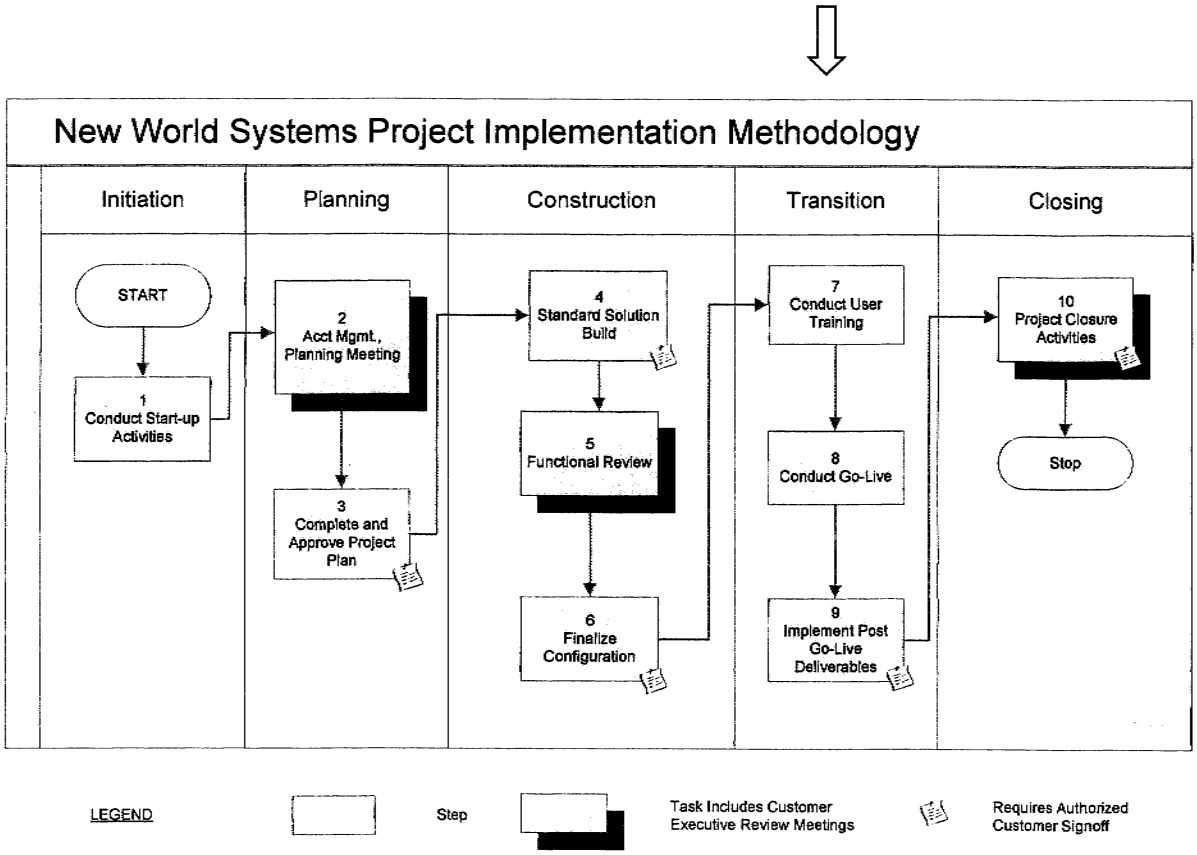
Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Go-Live sign-off
4. Documentation of all outstanding issues/concerns and written **Agreement** to begin the training/transition to the live environment

PHASE: Transition

Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities and finalize **Customer** application customizations.

Description of Phase: The Transition Phase consists of three steps. During this Phase, **New World** and **Customer** project teams review the system, verify and validate readiness for go-live, train users, cut over from legacy systems and complete post go-live requirements.



Step 7: Conduct User Training

Overview: New World Application Specialist(s) provide user training to **Customer** staff.

New World responsibilities: New World Application Specialist will provide on-site training services to assigned **Customer** staff. Training options include:

Train-the-Trainer Training (TTT)

This training consists of a **New World** Application Specialist providing very detailed on-site training to **Customer** representatives. The Train-the-Trainer course is designed to take **Customer**-certified (either locally or by their state) trainers, train them on the **New World** software and certify they have the knowledge base to successfully train other members. This training also includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided training techniques and detailed lesson plans on their specific modules.

User Training

If a Train-the-Trainer approach is not preferred, **New World** can provide **Customer**-defined User Training courses. This training consists of a **New World** Application Specialist providing an on-site training course specific to a user's job assignment. Each course consists of **Customer**-defined software classes needed to be proficient in their areas of responsibility utilizing the **New World** software.

Customer responsibilities: Assign and schedule appropriate staff to attend training sessions. Provide and schedule necessary facilities for training sessions. Confirm staff participation in training, as scheduled.

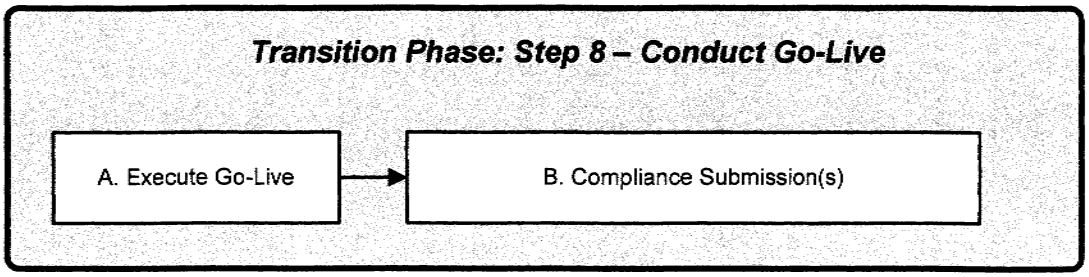
Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Training materials
   a. Lesson Plan / User Guide
   b. Written Proficiency Examinations

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Written Proficiency Examination results
3. Revised Training Guides (in MS-Word format)

Step 8: Conduct Go-Live



A. Execute Go-Live

Overview: With assistance from **New World, Customer** goes live on modules and interfaces identified in the **Agreement** and as documented in the Project Plan.

New World responsibilities:

1. **New World** assistance for all applications going live

AEGIS APPLICATIONS
Computer Aided Dispatch
Law Enforcement Records Management
Fire Records Management
Mobile
Field-Based Reporting

2. **New World** assists **Customer** in preparing production server for go-live
   a. Run SQL go-live script
   b. Set counters
   c. Other maintenance tasks

3. Provide final updates, when applicable, to the following:
   a. Standard software
   b. Custom software
   c. Hardware
   d. Interfaces
   e. State reporting
   f. Data conversion
   g. Geo-files

4. **Customer** turnover to **Customer** Support

5. **New World** on-site staff cleared to depart **Customer** site

Customer responsibilities:

1. **Customer** goes live with appropriate applications identified in the **Agreement**
2. Provide SME team members to assist with go-live for each of the applications going live as first line support

Inputs (prerequisites):

1. Pre-Trip Report
2. Standard software
3. Custom software
4. Interfaces – standard and custom
5. State reporting
6. Data conversion
7. Geo-files
8. Pre go-live preparations
   a. System preparation
   b. Team preparation
   c. Preparatory meeting with **Customer**

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. **Customer** support engaged
4. Live Operations

B. Compliance Submission(s)

Overview: As part of normal operations, agencies are required to submit crime statistic reports to the state (IBR, UCR, NIBRS, etc.) on a monthly basis. During the transition to a new system, state agencies will work with local law enforcement agencies to develop a plan to allow the system to adopt the new technology in their environment and submit reports after a period of operation.

During the Construction Phase, **New World** works with the agency to implement state reporting rules. The first full test of these rules occurs 60 to 90 days after go-live to ensure the **Customer** has data for submission to the state. State reporting and editing can be a significant challenge and to assist **Customers** with this event, **New World** schedules and assigns an Application Specialist to assist the **Customer** with their first submission process.

New World Responsibilities: New World Application Specialist will provide training services and support to assigned **Customer** staff to submit, edit and correct state-required statistical crime reports.

Customer Responsibilities: Identify primary and secondary staff responsible for submission and correction of state reports. Also, identify state contact and state testing procedures to ensure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting.

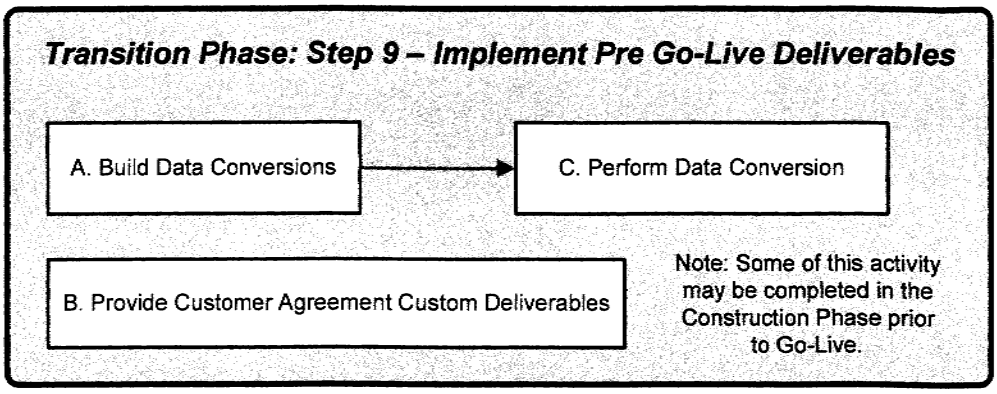
Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. State contact for submission management
3. A minimum of 60 days of live operation
4. Documented state submission requirements
5. Training facilities
6. Agency staff identified as primary and secondary parties responsible for state submission

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. State submission within accepted error rates

Step 9: Implement Pre Go-Live Deliverables



A. Build Data Conversions

Overview: New World will provide the **Customer** requested data conversion as described in the **Agreement**. Depending on the decisions made in the Planning Phase, the data conversion processes may be aligned with the go-live schedule, which means this event would then be included in the initial solution build (Step 5).

New World responsibilities:

1. **New World** will provide the data conversion programs to convert **Customer's** legacy data to the **New World** standard software for the modules specified in the Data Conversion Migration Plan.
2. **New World** will provide **Customer** up to (4) four test sets of converted data. Additional test sets requested will require additional conversion costs.
3. As provided in the approved Project Plan, **New World** will schedule a conversion analysis trip and a separate data conversion test trip to **Customer's** location. The conversion test trip is part of delivering the conversion programs to **Customer**.
4. **New World** will provide **Customer** with a Data Conversion Migration Plan for sign off prior to starting development of data conversion programs. No conversion programming by **New World** will commence until **Customer** signs this document.

Customer responsibilities:

1. Data files from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Supply data to be converted.
3. A data dictionary (data descriptors), if available, containing all data elements must be provided to **New World** for each file submitted with the media
4. As provided in the Project Plan, **Customer** will provide a dedicated contact for each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the **New World** team are on site regarding conversions. Roughly a one-to-one time ratio exists for **Customer** commitment and **New World** commitment.
5. Data Conversion testing. **Customer** understands that thorough and timely testing of converted data by **Customer's** SMEs is a key part of a successful data conversion.

6. **Customer** agrees to promptly review, generally within two weeks,and sign off on the data conversions after the final test run is completed.

Inputs (prerequisites):

1. Approved Data Conversion/Migration Plan
2. Data to be converted

Outputs (completion criteria):

1. Completed data conversion programs
2. Conversion test sign-off

B. Provide Agreement Custom Deliverables

Overview: New World will provide **Customer** requested standard software enhancements and/or custom software (including interfaces and state reporting) as described in the **Agreement.**

New World responsibilities:

1. **New World** will develop and implement custom software and interfaces
2. **New World** will provide training for enhancements and/or custom software

Customer responsibilities:

1. Provide resources to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting
2. Attend training as required

Inputs (prerequisites):

1. Completed enhancements and/or custom software / interfaces
2. **Customer** to confirm functionality of software within the scope of the Requirements Document

Outputs (completion criteria):

1. Upgraded application with enhancements and/or custom software
2. Trained personnel

C. Perform Data Conversion

Overview: Using the established guidelines from the contract, execute the data conversion to migrate data from legacy systems to the **New World** application. Depending on Project Plan requirements, this conversion can be completed in one or two phases as part of pre-live, live or post-live operations.

New World responsibilities:

1. Follow established Data Conversion/Migration Plan; the plan will identify data sources to be converted, data sources to be migrated, the database type, database design and any detected data mapping issues or exceptions
2. Execute Data Conversion as outlined in the Project Plan to ensure legacy data can be accessed on production systems as confirmed through previous conversion tasks.

Customer responsibilities:

1. Provide **New World** with access to production server and window of downtime required to execute conversion
2. Analyze data and document any discrepancies or concerns with data conversion
3. Provide dedicated internal contact for support and assistance with data conversion operations

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Data Conversion Packet
3. Approved Data Conversion/Migration Plan

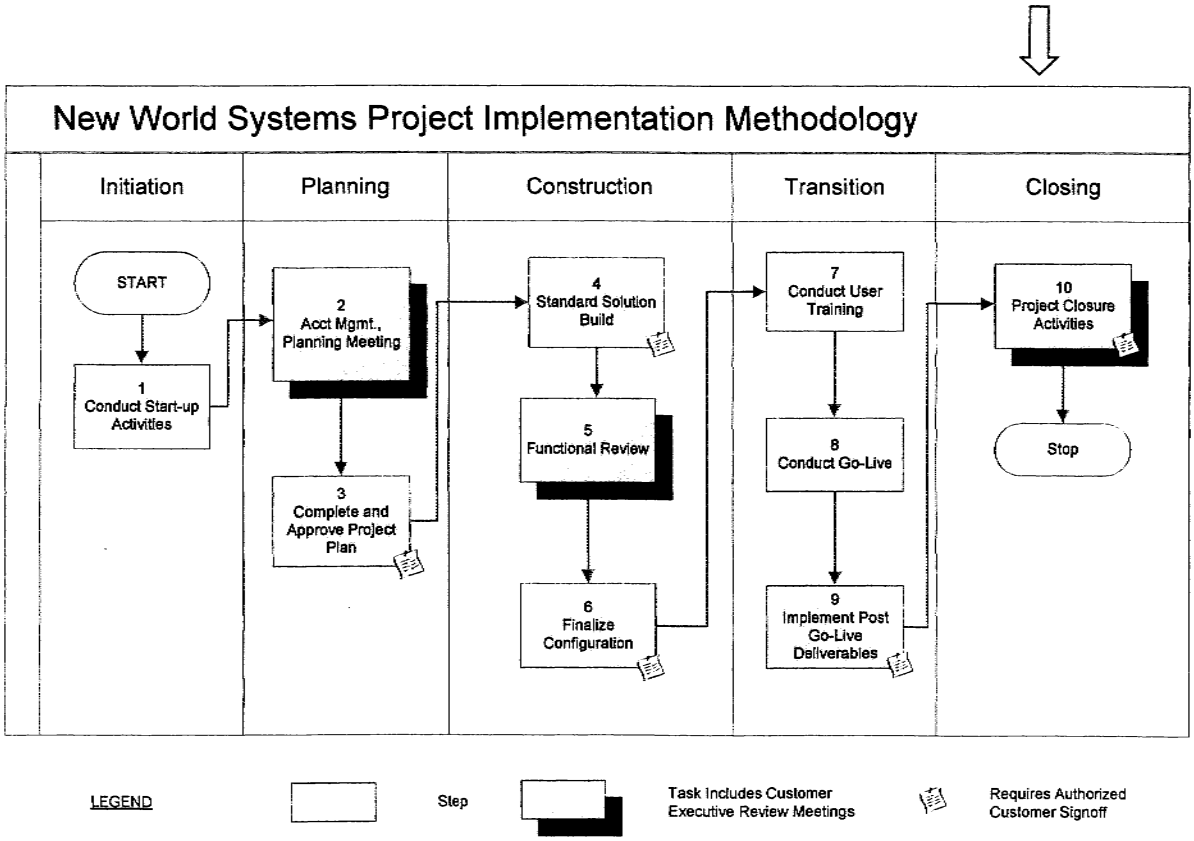
Outputs (completion criteria):

1. **Customer** review and sign off on Acceptance of Data Conversion
2. Post-Trip Report (if conducted on site)

PHASE: Closing

Purpose: Review the project, approve closure, disengage project management and transition **Customer** to the Account Management Team.

Description of Phase: The Closing Phase consists of one step. During this Phase, the **New World** Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and **Customer**.



Step 10: Project Closure Activities

Transition to Account Management

Overview: At the conclusion of the project, the **New World** applications are fully live and functional in the **Customer's** environment with all required components delivered and operational. During this event, the **New World** Project Manager will schedule a formal turnover of the **Customer** to the **New World** Account Management Team, which includes the Executive Sponsor, **Customer** Support and **Customer** Care. The managers of **Customer** Care and Support introduce their department structure and review the services each team provides.

Many of these individuals will have been part of the project, so this transition should be relatively seamless.

Project closure will also be finalized with the **Customer**, ensuring the **Customer** and the **New World Customer** Support team members are aware of the overall deployment of the **New World** implementation and that all questions have been addressed and exceptions are incorporated into the sign-off document.

New World responsibilities:

1. The **New World** Project Manager will coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the **Customer** to the assigned Account Team
2. Managers of **New World Customer** Support create and distribute agenda
3. Prepare the sign-off documentation
4. The Project Manager and PMO will review all project financials to ensure all deliverables for the **Agreement** are delivered, billed and paid

Customer responsibilities:

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting
3. Project Closure sign-off

Inputs (prerequisites):

1. Agenda
2. Schedule the meeting
3. Project Closure sign-off template

Outputs (completion criteria):

1. Account Management engaged to support the **Customer**
2. Project Closure sign-off

ATTACHMENT 1

Preliminary Project Plan

ATTACHMENT 1

Preliminary Project Plan

An updated timeline will be submitted after City Council approval of the contract to coincide with the date of approval.

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
1	**Norman, Oklahoma**	**338 days**	**Tue 11/27/12**	**Mon 3/17/14**	
2	Contract Signed	0 days	Tue 11/27/12	Tue 11/27/12	
3	**Initiation Phase**	**3.13 days**	**Thu 11/29/12**	**Tue 12/4/12**	
4	**1 - Conduct Start-up Activities**	**3.13 days**	**Thu 11/29/12**	**Tue 12/4/12**	
5	Conduct Initial Customer Phone Call	1 hr	Thu 11/29/12	Thu 11/29/12	Aegis General Mgr,Norman
6	Setup Tactical Governance Forum	1 day	Thu 11/29/12	Fri 11/30/12	Aegis Program Manager
7	Conduct Internal Turnover Meeting	1 day	Fri 11/30/12	Mon 12/3/12	Aegis Project Manager
8	Initiate Project Management Plan	1 day	Mon 12/3/12	Tue 12/4/12	Aegis Project Manager
9	Initiate Internal Project Binder	1 day	Mon 12/3/12	Tue 12/4/12	Aegis Project Manager
10	Step 1 Complete	0 days	Tue 12/4/12	Tue 12/4/12	
11	**Planning Phase**	**26.25 days**	**Mon 12/17/12**	**Thu 1/24/13**	
12	**2 - Account Management Planning Meeting**	**4 days**	**Mon 12/17/12**	**Thu 12/20/12**	
13	Conduct Account Management Planning Meeting - Project Manager	3 days	Mon 12/17/12	Wed 12/19/12	Aegis Project Manager
14	Conduct Account Management Planning Meeting - Executive Sponsor	2 hrs	Tue 12/18/12	Tue 12/18/12	Aegis Executive Sponsor
15	Data Collection Kick Off	1 day	Thu 12/20/12	Thu 12/20/12	Aegis Project Manager,Aegis MSP Prof Svc
16	Step 2 Complete	0 days	Thu 12/20/12	Thu 12/20/12	
17	**3 - Complete and Approve Project Plan**	**25 days**	**Tue 12/18/12**	**Thu 1/24/13**	
18	**Initiate Secondary projects related to this contract**	**0.5 days**	**Fri 12/21/12**	**Fri 12/21/12**	
19	Initiate Standard Interface Process	2 hrs	Fri 12/21/12	Fri 12/21/12	Aegis Project Manager
20	Internal Custom Interface Contract Review	2 hrs	Fri 12/21/12	Fri 12/21/12	Aegis Project Manager,Aegis Solution Consulting (Custom)
21	Initiate Custom Interface Process	2 hrs	Fri 12/21/12	Fri 12/21/12	Aegis Project Manager
22	**Solution Integration Planning (Large or Multi Agency Projects)**	**25 days**	**Tue 12/18/12**	**Thu 1/24/13**	
23	Decision-making and collaboration approach	1 day	Tue 12/18/12	Wed 12/19/12	Aegis Tactical Governance Forum
24	Governance and escalation procedures	1 day	Tue 12/18/12	Wed 12/19/12	Aegis Tactical Governance Forum
25	Risks Analysis	1 day	Tue 12/18/12	Wed 12/19/12	Aegis Tactical Governance Forum
26	Mapping of business objectives across all agencies	5 wks	Tue 12/18/12	Thu 1/24/13	Aegis Tactical Governance Forum
27	Solution feasibility and readiness assessment	5 wks	Tue 12/18/12	Thu 1/24/13	Aegis Tactical Governance Forum
28	Network setup, resource and data sharing planning	5 wks	Tue 12/18/12	Thu 1/24/13	Aegis Tactical Governance Forum
29	Solution Integration planning completed and documented	0 days	Thu 1/24/13	Thu 1/24/13	

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
30	**Compliance Submission(s) Planning**	**0.63 days**	**Fri 12/21/12**	**Fri 12/21/12**	
31	Contact State Agency for Submission Management	1 hr	Fri 12/21/12	Fri 12/21/12	Norman
32	Develop Plan for Submission	0.5 days	Fri 12/21/12	Fri 12/21/12	Norman
33	Finalize Project Management Plan	1 day	Fri 12/21/12	Mon 12/24/12	Aegis Project Manager
34	**Review and Approve Project Plan**	**4.38 days**	**Mon 12/24/12**	**Mon 12/31/12**	
35	Project Plan Review Agenda	1 day	Mon 12/24/12	Wed 12/26/12	Aegis Project Manager
36	Project Plan Review Meeting	1 day	Mon 12/31/12	Mon 12/31/12	Aegis Project Manager
37	Step 3 complete	0 days	Mon 12/31/12	Mon 12/31/12	
38	**Construction Phase**	**216.88 days**	**Tue 12/4/12**	**Fri 10/4/13**	
39	**4 - Standard Solution Build**	**152.88 days**	**Tue 12/4/12**	**Mon 7/8/13**	
40	**Standard Aegis and Mobile System Assurance**	**152.88 days**	**Tue 12/4/12**	**Mon 7/8/13**	
41	**Aegis Build**	**152.88 days**	**Tue 12/4/12**	**Mon 7/8/13**	
42	**Initial Database Build Preparation**	**15.38 days**	**Tue 12/4/12**	**Wed 12/26/12**	
43	**State Compliance**	**0.5 days**	**Tue 12/4/12**	**Tue 12/4/12**	
44	Generate State Specific Compliance Spreadsheets (if not already available)	4 hrs	Tue 12/4/12	Tue 12/4/12	Aegis MSP Prof Svc
45	**State Statutes**	**2.5 days**	**Fri 12/21/12**	**Wed 12/26/12**	
46	Schedule Extraction of State Statute Data from Source Customer	1 day	Fri 12/21/12	Fri 12/21/12	Aegis Project Manager,Aegis System Assurance
47	Generate State Specific Statutes Spreadsheet (if not already available)	1 day	Mon 12/24/12	Mon 12/24/12	Aegis System Assurance
48	Review State Specific Statutes Spreadsheet	4 hrs	Wed 12/26/12	Wed 12/26/12	Aegis MSP Prof Svc
49	**Data Conversion**	**141 days**	**Thu 12/20/12**	**Mon 7/8/13**	
50	**Develop/Test conversion**	**141 days**	**Thu 12/20/12**	**Mon 7/8/13**	
51	Data Conversion Analysis	3 days	Thu 12/20/12	Mon 12/24/12	Aegis Conv Lead
52	Initial Data Review - small data sample	5 days	Wed 12/26/12	Wed 1/2/13	Aegis MSP Prof Svc,Norman
53	Develop Conversion programs	60 days	Thu 1/3/13	Wed 3/27/13	Aegis Conv Developer
54	Deliver mapping tool	1 day	Tue 4/30/13	Tue 4/30/13	Aegis Conv Developer
55	First test run of conversion	2 days	Wed 5/1/13	Thu 5/2/13	Aegis Conv Developer
56	Customer tests conversion	12 days	Fri 5/3/13	Mon 5/20/13	Norman
57	Make adjustments as necessary	5 days	Tue 5/21/13	Mon 5/27/13	Aegis Conv Developer
58	Rerun conversion/test as necessary	30 days	Tue 5/28/13	Mon 7/8/13	Aegis Conv Developer,Norman

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
59	Conversion ready for go-live	0 days	Mon 7/8/13	Mon 7/8/13	
60	**GIS Implementation**	**66 days**	**Thu 12/20/12**	**Mon 3/25/13**	
61	GIS Conference Call	1 day	Thu 12/20/12	Thu 12/20/12	Aegis System Assurance (GIS),Norman
62	Provide Required GIS Data to New World	20 days	Fri 12/21/12	Mon 1/21/13	Norman
63	Preliminary Review of GIS Data	1 day	Tue 1/22/13	Tue 1/22/13	Aegis System Assurance (GIS)
64	Update GIS Data	20 days	Wed 1/23/13	Tue 2/19/13	Norman
65	Primary Review of GIS Data	5 days	Wed 2/20/13	Tue 2/26/13	Aegis System Assurance (GIS)
66	Install and Test GIS Data	1 day	Fri 3/22/13	Fri 3/22/13	Aegis System Assurance (GIS)
67	Provide Overview of GIS within MSP and Update Process	1 day	Mon 3/25/13	Mon 3/25/13	Aegis System Assurance (GIS)
68	Geo Implementation Complete	0 days	Mon 3/25/13	Mon 3/25/13	Aegis System Assurance (GIS)
69	**ArcEditor Procurement**	**18 days**	**Mon 1/7/13**	**Wed 1/30/13**	
70	ArcEditor Downpayment Received	0 days	Mon 1/7/13	Mon 1/7/13	Aegis Project Manager
71	Order ArcEditor	1 day	Mon 1/7/13	Mon 1/7/13	Aegis Project Manager
72	Install ArcEditor	1 day	Wed 1/30/13	Wed 1/30/13	Norman
73	**Conduct System Assurance Implementation**	**65 days**	**Thu 12/20/12**	**Fri 3/22/13**	
74	SA MSP Conference Call	1 hr	Thu 12/20/12	Thu 12/20/12	Aegis System Assurance
75	Obtain Approval For State Connection	60 days	Thu 12/20/12	Fri 3/15/13	Norman
76	Complete Data Collection Spreadsheet	30 days	Thu 12/20/12	Fri 2/1/13	Norman
77	Complete Customer Specific Set Up	1 day	Mon 2/11/13	Mon 2/11/13	Aegis System Assurance
78	Schedule delivery of new server, other hardware	1 day	Fri 2/15/13	Fri 2/15/13	Norman
79	New Hardware arrives	0 days	Mon 3/11/13	Mon 3/11/13	Aegis System Assurance (PM),Norman
80	Hardware setup complete	5 days	Mon 3/11/13	Fri 3/15/13	Norman
81	MSP Systems Assurance & Software Set Up	4 days	Mon 3/18/13	Thu 3/21/13	Aegis System Assurance
82	Train Users on Server Administration & Maintenance	1 day	Fri 3/22/13	Fri 3/22/13	Aegis System Assurance
83	SA Set Up and Administration Signoff	0 days	Fri 3/22/13	Fri 3/22/13	Aegis System Assurance
84	**Complete Mobile SA Implementation**	**71 days**	**Thu 12/20/12**	**Mon 4/1/13**	
85	**Mobile Preparation**	**71 days**	**Thu 12/20/12**	**Mon 4/1/13**	
86	SA Messaging Conference Call	1 hr	Thu 12/20/12	Thu 12/20/12	Norman,Aegis System Assurance
87	Compatability Testing of AVL Devices	10 days	Mon 3/4/13	Fri 3/15/13	Norman,Aegis Project Manager,Aegis Syste
88	Confirm Availability of Shape Files for Mapping	1 day	Mon 3/25/13	Mon 3/25/13	Aegis Project Manager

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
89	**Mobile Messaging**	**32 days**	**Fri 2/15/13**	**Mon 4/1/13**	
90	Hardware Downpayment Received	0 days	Fri 2/15/13	Fri 2/15/13	Aegis System Assurance (PM)
91	Order Message Switch	0 days	Fri 2/15/13	Fri 2/15/13	Aegis System Assurance (PM)
92	Stage Message Switch	3 days	Fri 3/1/13	Tue 3/5/13	Aegis System Assurance
93	Deliver Message Switch to Site	1 day	Wed 3/20/13	Wed 3/20/13	Aegis System Assurance
94	Install and Configure Message Switch	2 days	Mon 3/25/13	Tue 3/26/13	Aegis System Assurance
95	Build Production Mobile Server	2 days	Wed 3/27/13	Thu 3/28/13	Aegis System Assurance
96	Establish State Connection	1 hr	Fri 3/29/13	Fri 3/29/13	Aegis System Assurance
97	Build Test Mobile Server	1 day	Fri 3/29/13	Fri 3/29/13	Aegis System Assurance
98	**Optional Mobile Features**	**2.5 days**	**Thu 3/28/13**	**Mon 4/1/13**	
99	Install Fire Messaging	0.5 days	Thu 3/28/13	Thu 3/28/13	Aegis System Assurance
100	Install & Configure In Car Mapping (PD and FD)	1 day	Fri 3/29/13	Fri 3/29/13	Aegis System Assurance
101	Install & Configure In Car Routing (PD and FD)	0.5 days	Fri 3/29/13	Fri 3/29/13	Aegis System Assurance
102	Install AVL	0.5 days	Fri 3/29/13	Fri 3/29/13	Aegis System Assurance
103	Install & Configure Mag Strip Reader	0.5 days	Mon 4/1/13	Mon 4/1/13	Aegis System Assurance
104	Intall & Configure Mugshot Download	0.5 days	Mon 4/1/13	Mon 4/1/13	Aegis System Assurance
105	Mobile SA Set Up and Administration Signoff	0 days	Mon 4/1/13	Mon 4/1/13	Aegis System Assurance
106	MSP SA Complete	0 days	Fri 3/22/13	Fri 3/22/13	
107	Mobile SA Complete	0 days	Mon 4/1/13	Mon 4/1/13	
108	**Mobile Field Reports Completion**	**81 days**	**Thu 12/20/12**	**Mon 4/15/13**	
109	Form Factory Planning Call - Internal NWS	1 hr	Thu 12/20/12	Thu 12/20/12	Aegis Mobile Prof Svc,Aegis System Assurar
110	**Tailor FR Forms to Customer db (add on to existing MSP database)**	**5 days**	**Tue 2/12/13**	**Mon 2/18/13**	
111	Tailor Incident Supplement form to Customer db	0.5 days	Tue 2/12/13	Tue 2/12/13	Aegis Mobile Prof Svc
112	Tailor State Case & Case Supplement forms to Customer db	3 days	Tue 2/12/13	Fri 2/15/13	Aegis Mobile Prof Svc
113	Tailor State Arrest form to Customer db	1 day	Fri 2/15/13	Mon 2/18/13	Aegis Mobile Prof Svc
114	Tailor Field Investigations form to Customer db	0.5 days	Mon 2/18/13	Mon 2/18/13	Aegis Mobile Prof Svc
115	Mobile Field Report Form Deployment	5 days	Tue 4/2/13	Mon 4/8/13	Aegis Mobile Prof Svc
116	Accident Field Reports Deployment (not first-in-state)	5 days	Tue 4/9/13	Mon 4/15/13	Aegis Mobile Prof Svc
117	Step 4 complete	0 days	Mon 4/15/13	Mon 4/15/13	

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
118	**5 - Functional Review**	**15 days**	**Tue 4/16/13**	**Mon 5/6/13**	
119	**Functional Review of Software - Preparation and Meeting**	**15 days**	**Tue 4/16/13**	**Mon 5/6/13**	
120	Functional Review - MSP Sr. App Specialist	5 days	Tue 4/16/13	Mon 4/22/13	Aegis MSP Prof Svc,Norman
121	Functional Review - MSP Sr. App Specialist	5 days	Tue 4/16/13	Mon 4/22/13	Aegis MSP Prof Svc,Norman
122	Functional Review - Project Manager	5 days	Tue 4/16/13	Mon 4/22/13	Aegis Project Manager
123	Functional Review of Software - Mobile	5 days	Tue 4/16/13	Mon 4/22/13	Norman,Aegis Mobile Prof Svc
124	Functional Review of Software - Mobile (Project Manager)	5 days	Tue 4/16/13	Mon 4/22/13	Aegis Project Manager
125	**Master File System Administrator Training**	**10 days**	**Tue 4/23/13**	**Mon 5/6/13**	
126	System Admin Training - MSP Sr. App Specialist	5 days	Tue 4/23/13	Mon 4/29/13	Norman,Aegis MSP Prof Svc
127	System Admin Training & Form Adjust - Mobile	5 days	Tue 4/30/13	Mon 5/6/13	Aegis Mobile Prof Svc,Norman
128	Step 5 Complete	0 days	Mon 5/6/13	Mon 5/6/13	
129	**6 - Finalize Configuration**	**109 days**	**Tue 5/7/13**	**Fri 10/4/13**	
130	Initiate plan for Optimization	0.25 days	Tue 5/7/13	Tue 5/7/13	Aegis Project Manager
131	Final System Admin Training & Application Test Kickoff	5 days	Tue 5/7/13	Mon 5/13/13	Aegis MSP Prof Svc
132	**Application Testing & Complete Application Build - MSP**	**65 days**	**Tue 5/14/13**	**Mon 8/12/13**	
133	Application Testing & Complete Build Tasks - CAD	20 days	Tue 5/14/13	Mon 6/10/13	Norman
134	Application Testing & Complete Build Tasks - LERMS	20 days	Tue 5/14/13	Mon 6/10/13	Norman
135	Application Testing & Complete Build Tasks - Fire Records	5 days	Tue 5/14/13	Mon 5/20/13	Norman
136	**Extended Master File System Administrator Training**	**25 days**	**Tue 6/11/13**	**Mon 7/15/13**	
137	Extended Master File System Administrator Training	5 days	Tue 6/11/13	Mon 6/17/13	Aegis MSP Prof Svc
138	Complete Build Tasks	20 days	Tue 6/18/13	Mon 7/15/13	Norman
139	Final System Configuration Review	5 days	Tue 7/16/13	Mon 7/22/13	Aegis MSP Prof Svc
140	**Complete Application Build - Mobile**	**15 days**	**Tue 7/23/13**	**Mon 8/12/13**	
141	Adjust Mobile Field Reporting Forms & Pilot Rollout	5 days	Tue 7/23/13	Mon 7/29/13	Aegis Mobile Prof Svc
142	Field Reporting Forms - Customer Pilot	5 days	Tue 7/30/13	Mon 8/5/13	Aegis Mobile Prof Svc,Norman
143	Mobile Field Reporting Form Finalization	5 days	Tue 8/6/13	Mon 8/12/13	Aegis Mobile Prof Svc
144	**Deliver and Implement Go-Live Deliverables**	**69.88 days**	**Tue 5/7/13**	**Mon 8/12/13**	
145	Standard Interfaces Construction Complete	0 days	Tue 5/7/13	Tue 5/7/13	
146	Go-Live Required Custom Interfaces Construction Complete	0 days	Mon 8/12/13	Mon 8/12/13	
147	Go-Live Required Customizations Complete	0 days	Mon 8/12/13	Mon 8/12/13	
148	**Testing**	**54 days**	**Tue 7/23/13**	**Fri 10/4/13**	

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
149	**Functional Testing**	**34 days**	**Tue 7/23/13**	**Fri 9/6/13**	
150	Schedule Functional Test	1 hr	Tue 7/23/13	Tue 7/23/13	Norman,Aegis Project Manager
151	Perform On-site functional testing	5 days	Mon 8/12/13	Fri 8/16/13	Aegis MSP Prof Svc,Aegis Project Manager,I
152	New World address issues as necessary	10 days	Mon 8/19/13	Fri 8/30/13	New World
153	Retest as necessary	5 days	Mon 9/2/13	Fri 9/6/13	Aegis MSP Prof Svc,Aegis Project Manager,I
154	**Interface Testing**	**34 days**	**Tue 7/23/13**	**Fri 9/6/13**	
155	Schedule Functional Test	1 hr	Tue 7/23/13	Tue 7/23/13	Norman,Aegis Project Manager
156	Perform On-site functional testing	5 days	Mon 8/12/13	Fri 8/16/13	Aegis MSP Prof Svc,Aegis Project Manager,I
157	New World address issues as necessary	10 days	Mon 8/19/13	Fri 8/30/13	New World
158	Retest as necessary	5 days	Mon 9/2/13	Fri 9/6/13	Aegis MSP Prof Svc,Aegis Project Manager,I
159	**Performance Testing**	**54 days**	**Tue 7/23/13**	**Fri 10/4/13**	
160	Schedule Performance Test	1 hr	Tue 7/23/13	Tue 7/23/13	
161	Customer test performance of sample transactions	5 days	Mon 9/9/13	Fri 9/13/13	Norman,Aegis Project Manager
162	New World address issues as necessary	10 days	Mon 9/16/13	Fri 9/27/13	New World
163	Retest as necessary	5 days	Mon 9/30/13	Fri 10/4/13	Norman,Aegis Project Manager
164	Go-Live Readiness Assessment	0 days	Fri 10/4/13	Fri 10/4/13	Norman,Aegis Technical Architect,Aegis Sys
165	Go-Live Readiness Assessment - Project Manager	0 days	Fri 10/4/13	Fri 10/4/13	Aegis Project Manager
166	Step 6 Complete	0 days	Fri 10/4/13	Fri 10/4/13	
167	Agreement to Go-Live	0 days	Fri 10/4/13	Fri 10/4/13	
168	**Transition Phase**	**213 days**	**Mon 5/20/13**	**Wed 3/12/14**	
169	**Optimization - Preparation for Go-Live**	**4 days**	**Mon 10/7/13**	**Thu 10/10/13**	
170	Verify operational readiness - Infrastructure	2 days	Mon 10/7/13	Tue 10/8/13	Aegis System Assurance
171	Verify operational readiness - GIS	1 day	Mon 10/7/13	Mon 10/7/13	Aegis System Assurance (GIS)
172	Verify operational readiness - Application configuration, compliance adherence, custom mods, interfaces	2 days	Mon 10/7/13	Tue 10/8/13	Aegis MSP Prof Svc
173	Verify operational readiness - Standard interfaces	2 days	Mon 10/7/13	Tue 10/8/13	Aegis Solution Consulting (Standard Interfa
174	Verify operational readiness - Custom interfaces	2 days	Mon 10/7/13	Tue 10/8/13	Aegis Solution Consulting (Custom)
175	Verify operational readiness - Mobile - custom forms	2 days	Mon 10/7/13	Tue 10/8/13	Aegis MSP Prof Svc
176	Verify operational readiness - Data Conversion	2 days	Mon 10/7/13	Tue 10/8/13	Aegis Conv Lead
177	Verify operational readiness - Release upgrades	4 days	Mon 10/7/13	Thu 10/10/13	Aegis Project Manager
178	**7 - Conduct User Training**	**145 days**	**Mon 5/20/13**	**Fri 12/6/13**	

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
179	**Trainer Preparation**	**1 day**	**Mon 10/7/13**	**Mon 10/7/13**	
180	Prepare MSP Trainers	1 day	Mon 10/7/13	Mon 10/7/13	Aegis MSP Prof Svc
181	**User Training**	**145 days**	**Mon 5/20/13**	**Fri 12/6/13**	
182	**LERMS SME Training (Train the Trainer)**	**40 days**	**Mon 10/14/13**	**Fri 12/6/13**	
183	LERMS Training Week 1	5 days	Mon 10/14/13	Fri 10/18/13	Aegis MSP Prof Svc,Norman
184	LERMS Training Week 2	5 days	Mon 10/21/13	Fri 10/25/13	Aegis MSP Prof Svc,Norman
185	LERMS Training (Additional Modules)	10 days	Mon 10/28/13	Fri 11/8/13	Norman,Aegis MSP Prof Svc
186	Customer Trains remaining users	20 days	Mon 11/11/13	Fri 12/6/13	
187	**Fire SME Training (Train the Trainer)**	**10 days**	**Mon 5/20/13**	**Fri 5/31/13**	
188	Fire Training - Base	5 days	Mon 10/21/13	Fri 10/25/13	Norman,Aegis MSP Prof Svc
189	Fire Training - Add'l Modules	5 days	Mon 10/28/13	Fri 11/1/13	Norman,Aegis MSP Prof Svc
190	Customer Trains remaining users	25 days	Mon 11/4/13	Fri 12/6/13	
191	**Mobile SME Training (Train the Trainer)**	**5 days**	**Mon 10/28/13**	**Fri 11/1/13**	
192	Mobile Law Enforcement Training + Prep and Solution Assurance	5 days	Mon 10/28/13	Fri 11/1/13	Aegis Mobile Prof Svc,Norman
193	Mobile Fire Training + Prep and Soution Assurance	5 days	Mon 10/28/13	Fri 11/1/13	Norman,Aegis Mobile Prof Svc
194	**Mobile User Training**	**25 days**	**Mon 11/4/13**	**Fri 12/6/13**	
195	Mobile Law Enforcement Training	10 days	Mon 11/4/13	Fri 11/15/13	Norman
196	Mobile Fire Training	10 days	Mon 11/4/13	Fri 11/15/13	Norman
197	Customer trains remaining users	15 days	Mon 11/18/13	Fri 12/6/13	
198	**CAD End User Training**	**10 days**	**Mon 11/25/13**	**Fri 12/6/13**	
199	CAD Training 1	5 days	Mon 11/25/13	Fri 11/29/13	Norman,Aegis MSP Prof Svc
200	CAD Training 2	5 days	Mon 12/2/13	Fri 12/6/13	Aegis MSP Prof Svc,Norman
201	Step 7 Complete	0 days	Fri 12/6/13	Fri 12/6/13	
202	**8 - Conduct Go-Live**	**25 days**	**Mon 11/11/13**	**Fri 12/13/13**	
203	**Go-Live Stage One - Planning**	**5 days**	**Mon 11/11/13**	**Fri 11/15/13**	
204	Create Go-Live Plan	5 days	Mon 11/11/13	Fri 11/15/13	Aegis Project Manager
205	**Go-Live Stage Two - Execution**	**1 day**	**Mon 12/9/13**	**Mon 12/9/13**	
206	Execute Go-Live Plan	1 day	Mon 12/9/13	Mon 12/9/13	Aegis Project Manager
207	Customer extracts data for final conversion	4 hrs	Mon 12/9/13	Mon 12/9/13	Norman
208	Run final data conversion	4 hrs	Mon 12/9/13	Mon 12/9/13	Aegis Conv Developer

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
209	**Go-Live Stage Three - Controlling**	**5 days**	**Mon 12/9/13**	**Fri 12/13/13**	
210	**CAD Live**	**5 days**	**Mon 12/9/13**	**Fri 12/13/13**	
211	New World CAD Live Support for Customer - Day Shift	5 days	Mon 12/9/13	Fri 12/13/13	Aegis MSP Prof Svc
212	New World CAD Live Support for Customer - Night Shift	5 days	Mon 12/9/13	Fri 12/13/13	Aegis MSP Prof Svc
213	Go-Live CAD	0 days	Mon 12/9/13	Mon 12/9/13	
214	**LERMS Live**	**5 days**	**Mon 12/9/13**	**Fri 12/13/13**	
215	New World LERMS Live Support	5 days	Mon 12/9/13	Fri 12/13/13	Aegis MSP Prof Svc
216	Go-Live LERMS	0 days	Mon 12/9/13	Mon 12/9/13	
217	**Fire RMS Live**	**5 days**	**Mon 12/9/13**	**Fri 12/13/13**	
218	New World FRMS Live Support	5 days	Mon 12/9/13	Fri 12/13/13	Aegis MSP Prof Svc
219	Go-Live Fire RMS	0 days	Mon 12/9/13	Mon 12/9/13	
220	**Mobile Live**	**5 days**	**Mon 12/9/13**	**Fri 12/13/13**	
221	New World Mobile Live Support	5 days	Mon 12/9/13	Fri 12/13/13	Aegis Mobile Prof Svc
222	Go-Live Mobile Msg	5 days	Mon 12/9/13	Fri 12/13/13	Aegis Mobile Prof Svc
223	Go-Live Mobile FR	5 days	Mon 12/9/13	Fri 12/13/13	Aegis Mobile Prof Svc
224	Go-Live Mobile Fire Msg	5 days	Mon 12/9/13	Fri 12/13/13	Aegis Mobile Prof Svc
225	Go-Live Mobile EMS	5 days	Mon 12/9/13	Fri 12/13/13	Aegis Mobile Prof Svc
226	**Team Release**	**0.13 days**	**Thu 12/12/13**	**Thu 12/12/13**	
227	Complete Checklist	1 hr	Thu 12/12/13	Thu 12/12/13	Aegis Project Manager
228	Gain Management Approval	0 days	Thu 12/12/13	Thu 12/12/13	Aegis Project Manager
229	Step 8 Complete	0 days	Thu 12/12/13	Thu 12/12/13	
230	**9 - Deliver and Implement Remaining Deliverables**	**67 days**	**Mon 12/9/13**	**Wed 3/12/14**	
231	**Post Go-Live - Operational Optimization**	**8 days**	**Thu 12/12/13**	**Tue 12/24/13**	
232	Verify operational optimization - Infrastructure	2 days	Thu 12/12/13	Mon 12/16/13	Aegis System Assurance
233	Verify operational optimization - GIS	2 days	Thu 12/12/13	Mon 12/16/13	Aegis System Assurance
234	Verify operational optimization - Application configuration, compliance adherence, custom mods, interfaces	2 days	Thu 12/12/13	Mon 12/16/13	Aegis MSP Prof Svc
235	Verify operational optimization - Standard interfaces	2 days	Thu 12/12/13	Mon 12/16/13	Aegis Solution Consulting (Standard Interfa
236	Verify operational optimization - Custom interfaces	2 days	Thu 12/12/13	Mon 12/16/13	Aegis Solution Consulting (Custom)
237	Verify operational optimization - Mobile - custom forms	2 days	Thu 12/12/13	Mon 12/16/13	Aegis MSP Prof Svc

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
238	Verify operational optimization - Data Conversion	2 days	Thu 12/12/13	Mon 12/16/13	Aegis Conv Lead
239	Verify operational optimization - Release Pathing / Upgrades planning	8 days	Thu 12/12/13	Tue 12/24/13	Aegis Project Manager
240	**Post Go-Live Training, Support, Review**	**67 days**	**Mon 12/9/13**	**Wed 3/12/14**	
241	Post Go-live on site support - CAD	5 days	Mon 1/6/14	Fri 1/10/14	Aegis MSP Prof Svc
242	Post Go-live on site support - LERMS, FRMS	5 days	Mon 1/6/14	Fri 1/10/14	Aegis MSP Prof Svc
243	Post Go-live on site support - Mobile	5 days	Mon 1/6/14	Fri 1/10/14	Aegis Mobile Prof Svc
244	**Execute Compliance Submission(s) Plan**	**3 days**	**Mon 3/10/14**	**Wed 3/12/14**	
245	Post Live UCR Submittal Support	3 days	Mon 3/10/14	Wed 3/12/14	Aegis MSP Prof Svc
246	Agency Ready for Submission	0 days	Wed 3/12/14	Wed 3/12/14	Aegis MSP Prof Svc
247	**Reporting and Data Analysis Training**	**65 days**	**Mon 12/9/13**	**Mon 3/10/14**	
248	**Data Analysis/Crime Mapping/Management Reporting**	**1 day**	**Mon 3/10/14**	**Mon 3/10/14**	
249	CAD - DA&M Training	0.5 days	Mon 3/10/14	Mon 3/10/14	Aegis MSP Prof Svc
250	LERMS - DA&M Training	0.5 days	Mon 3/10/14	Mon 3/10/14	Aegis MSP Prof Svc
251	Fire - DA&M Training	0.5 days	Mon 3/10/14	Mon 3/10/14	Aegis MSP Prof Svc
252	CMS - DA&M Training	0.5 days	Mon 3/10/14	Mon 3/10/14	Aegis MSP Prof Svc
253	Go-Live DSS	0 days	Mon 12/9/13	Mon 12/9/13	
254	Step 9 complete	0 days	Wed 3/12/14	Wed 3/12/14	
255	**Closing Phase**	**3 days**	**Thu 3/13/14**	**Mon 3/17/14**	
256	**10 - Transition to Account Team**	**3 days**	**Thu 3/13/14**	**Mon 3/17/14**	
257	Agreement to Close	1 day	Thu 3/13/14	Thu 3/13/14	Aegis Project Manager,Norman
258	Schedule Transition to Account Team Meeting	1 day	Fri 3/14/14	Fri 3/14/14	Aegis MSP Prof Svc
259	Conduct Transition Meeting with Account Team	1 day	Mon 3/17/14	Mon 3/17/14	Aegis MSP Prof Svc
260	Step 10 Complete	0 days	Mon 3/17/14	Mon 3/17/14	
261	Project Complete	0 days	Mon 3/17/14	Mon 3/17/14	
262	**Standard Interfaces**	**231 days**	**Thu 12/20/12**	**Mon 11/11/13**	
263	**Aegis/MSP Imaging Software**	**95.13 days**	**Fri 12/21/12**	**Tue 5/7/13**	
264	Public Safety Lineups/Mug Shot Interface	95.13 days	Fri 12/21/12	Tue 5/7/13	
265	Configure 3rd Party Software - for Public Safety Lineups/Mug Shots	5 days	Fri 12/21/12	Fri 12/28/12	Norman
266	Install & Configure Mug Shot Interface	3 days	Thu 4/25/13	Mon 4/29/13	Aegis MSP Prof Svc

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
267	Test Interface	5 days	Tue 4/30/13	Mon 5/6/13	Norman
268	Sign Off that Interface Testing is Complete - Lineups/Mug Shot Interface	1 hr	Tue 5/7/13	Tue 5/7/13	Aegis MSP Prof Svc,Norman
269	Digital Imaging / Electronic Signature Capture Interface	0 days	Mon 4/29/13	Tue 4/30/13	
270	Install, Configure, and Test Digital Imaging / Electronic Signature Capture Interface	1 day	Mon 4/29/13	Tue 4/30/13	Aegis MSP Prof Svc
271	**Property Room Bar Code**	**100 days**	**Tue 6/25/13**	**Mon 11/11/13**	
272	Authorize Ordering of Property Room Barcode Kit	0 days	Tue 6/25/13	Tue 6/25/13	Aegis System Assurance (PM)
273	Install and Setup Wireless Infrastructure, Handheld Devices - charge & connect to wireless	5 days	Tue 7/9/13	Mon 7/15/13	Norman
274	Install and Configure Property Room Bar Code Software	0.5 days	Mon 7/22/13	Mon 7/22/13	Aegis MSP Prof Svc
275	Property Room Training (may be incorporated in LERMS optional modules SME training)	0.5 days	Fri 11/8/13	Fri 11/8/13	Aegis MSP Prof Svc,Norman
276	Test Property Room Bar Code Interface	1 day	Mon 11/11/13	Mon 11/11/13	Norman
277	Sign Off that Property Room Bar Code Interface Testing is Complete	0 days	Mon 11/11/13	Mon 11/11/13	Norman,Aegis MSP Prof Svc
278	**Standard Interfaces**	**98 days**	**Thu 12/20/12**	**Wed 5/8/13**	
279	**NCIC**	**98 days**	**Thu 12/20/12**	**Wed 5/8/13**	
280	Conduct NCIC Install & Training Plan Conference Call	1 hr	Thu 12/20/12	Thu 12/20/12	Aegis Project Manager
281	Confirm dates with Customer for NCIC Interface Install	3 days	Thu 12/20/12	Wed 12/26/12	Aegis Project Manager
282	NCIC Base Interface Install	4 days	Mon 4/29/13	Thu 5/2/13	Aegis Solution Consulting (Standard Interfa
283	On Line CAD Interface Install	1 day	Fri 5/3/13	Fri 5/3/13	Aegis Solution Consulting (Standard Interfa
284	On Site NCIC Interface Training	3 days	Mon 5/6/13	Wed 5/8/13	Aegis Solution Consulting (Standard Interfa
285	NCIC Interface Sign Off	0 days	Wed 5/8/13	Wed 5/8/13	Norman
286	**Aegis/MSP Third Party CAD Interface Software**	**170 days**	**Thu 12/20/12**	**Fri 8/16/13**	
287	**CAD Pager Interface**	**56 days**	**Fri 12/21/12**	**Tue 3/12/13**	
288	Determine Paging Protocol To Use	1 day	Fri 12/21/12	Fri 12/21/12	Aegis Project Manager
289	Confirm dates with Customer for Pager Interface & Administrative Training	1 hr	Mon 12/24/12	Mon 12/24/12	Aegis Project Manager
290	Install & Configure Pager Interface & Administrative Training	1 day	Mon 3/11/13	Mon 3/11/13	Aegis Solution Consulting (Standard Interfaces)
291	Sign Off that CAD Pager Interface Testing is Complete	1 day	Tue 3/12/13	Tue 3/12/13	Norman
292	**E-911 Interface**	**30 days**	**Mon 4/1/13**	**Fri 5/10/13**	

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
293	Authorize Ordering of LANTRONIX Equipment	0 days	Mon 4/1/13	Mon 4/1/13	Aegis Project Manager
294	LANTRONIX Equipment Installed	0 days	Mon 5/6/13	Mon 5/6/13	Norman,Aegis Project Manager
295	Confirm dates with Customer for Install & Configure E-911 Interface	3 days	Mon 5/6/13	Wed 5/8/13	Aegis Project Manager
296	Install & Configure E-911 Interface	1 day	Thu 5/9/13	Thu 5/9/13	Aegis Solution Consulting (Standard Interfa
297	Sign Off that E-911 Interface Testing is Complete	1 day	Fri 5/10/13	Fri 5/10/13	Aegis Solution Consulting (Standard Interfa
298	**ProQA Interface**	**170 days**	**Thu 12/20/12**	**Fri 8/16/13**	
299	Determine Number Of ProQA Interface Clients To Install	109 days	Thu 12/20/12	Thu 5/23/13	Aegis Project Manager
300	Validate Compatible Version of ProQA Software is Installed onto Client/Training PCs	1 day	Thu 12/20/12	Thu 12/20/12	Aegis Project Manager,Norman
301	Configure ProQA Software	5 days	Thu 2/14/13	Wed 2/20/13	Norman
302	Confirm dates with Customer for Install & Configure ProQA Interface	3 days	Thu 2/21/13	Mon 2/25/13	Aegis Project Manager
303	Install & Configure ProQA Interface	1 day	Mon 3/18/13	Mon 3/18/13	Aegis Solution Consulting (Standard Interfa
304	Sign Off that ProQA Interface Testing is Complete	109 days	Tue 3/19/13	Fri 8/16/13	Aegis Solution Consulting (Standard Interfa
305	**Tom Encoder Interface**	**7 days**	**Mon 4/1/13**	**Tue 4/9/13**	
306	Authorize Ordering of LANTRONIX Equipment	0 days	Mon 4/1/13	Mon 4/1/13	Aegis Project Manager
307	Verify Tone Encoder Equipment Brand and Model	0 days	Mon 4/1/13	Mon 4/1/13	Aegis Project Manager
308	Confirm dates with Customer for Install & Configure Tone Encoder Interface	3 days	Mon 4/1/13	Wed 4/3/13	Aegis Project Manager
309	Install & Configure Tone Encoder Interface	3 days	Thu 4/4/13	Mon 4/8/13	Aegis Solution Consulting (Standard Interfa
310	Sign Off that Tone Encoder Interface Testing is Complete	1 day	Tue 4/9/13	Tue 4/9/13	Aegis Solution Consulting (Standard Interfa
311	**Aegis/MSP Third Party LE Records Interface Software**	**55 days**	**Mon 7/1/13**	**Fri 9/13/13**	
312	**APS Ticket Interface**	**31 days**	**Mon 7/1/13**	**Mon 8/12/13**	
313	Supply Sample Export File from Ticket Writer to NWS	5 days	Mon 7/1/13	Fri 7/5/13	Norman
314	Sample Ticket File Review & Feedback - Iteration 1	1 wk	Mon 7/8/13	Fri 7/12/13	Aegis Solution Consulting (Standard Interfa
315	Sample Ticket File Submission / Review - additional iterations	3 wks	Mon 7/15/13	Fri 8/2/13	Norman,Aegis 3rd Party Software Vendor,Aegis Solution Consulting
316	Schedule Ticket Writer Interface Installation	1 day	Mon 8/5/13	Mon 8/5/13	Aegis Solution Consulting (Standard Interfa
317	Confirm dates with Customer for Install & Configure Ticket Writer Interface	3 days	Tue 8/6/13	Thu 8/8/13	Aegis Project Manager
318	Install & Configure Ticket Writer Interface	1 day	Fri 8/9/13	Fri 8/9/13	Aegis Solution Consulting (Standard Interfa

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
319	Sign Off that Ticket Writer Interface Testing is Complete	1 day	Mon 8/12/13	Mon 8/12/13	Norman,Aegis Solution Consulting (Standar
320	**CopLogic Citizen Reporting Interface**	**44 days**	**Tue 7/16/13**	**Fri 9/13/13**	
321	Provide Master File Data to COPLOGIC	1 day	Tue 7/16/13	Tue 7/16/13	Aegis Solution Consulting (Standard Interfa
322	Supply Sample Export File from COPLOGIC to NWS	1 day	Wed 7/17/13	Wed 7/17/13	Norman
323	Sample COPLOGIC File Review & Feedback - Iteration 1	1 wk	Thu 7/18/13	Wed 7/24/13	Aegis Solution Consulting (Standard Interfa
324	Sample COPLOGIC File Submission / Review - additional iterations	3 wks	Thu 7/25/13	Wed 8/14/13	Norman,Aegis 3rd Party Software Vendor,Aegis Solution Consulting
325	Schedule COPLOGIC Interface Installation	1 day	Thu 8/15/13	Thu 8/15/13	Aegis Solution Consulting (Standard Interfa
326	Confirm dates with Customer for Install & Configure COPLOGIC Citizen Reporting Interface - Test Server	3 days	Fri 8/16/13	Tue 8/20/13	Aegis Project Manager
327	Install & Configure COPLOGIC Citizen Reporting Interface - Test Server	1 day	Wed 8/21/13	Wed 8/21/13	Aegis Solution Consulting (Standard Interfaces)
328	COPLOGIC Interface Adjustments & Retesting	3 wks	Thu 8/22/13	Wed 9/11/13	Aegis 3rd Party Software Vendor
329	Migrate COPLOGIC Interface to Live Server	1 day	Thu 9/12/13	Thu 9/12/13	Aegis Solution Consulting (Standard Interfa
330	Sign Off that COPLOGIC Interface Testing is Complete	1 day	Fri 9/13/13	Fri 9/13/13	Aegis Solution Consulting (Standard Interfa
331	**Web Applications**	**2 days**	**Mon 7/8/13**	**Tue 7/9/13**	
332	**Web CAD Monitor**	**1 day**	**Mon 7/8/13**	**Mon 7/8/13**	
333	Confirm dates with Customer for Install & Configure Web CAD Monitor Interface	0 days	Mon 7/8/13	Mon 7/8/13	Aegis Project Manager
334	Install & Configure Web CAD Monitor Interface	1 day	Mon 7/8/13	Mon 7/8/13	Aegis Solution Consulting (Standard Interfa
335	Sign Off that Web CAD Monitor Interface Testing is Complete	0 days	Mon 7/8/13	Mon 7/8/13	Norman
336	**Web Briefing Notes (includes BOLOs)**	**1 day**	**Mon 7/8/13**	**Tue 7/9/13**	
337	Confirm dates with Customer for Install & Configure Web Briefing Notes Interface	0 days	Mon 7/8/13	Mon 7/8/13	Aegis Project Manager
338	Install & Configure Web Briefing Notes Interface	1 day	Tue 7/9/13	Tue 7/9/13	Aegis Solution Consulting (Standard Interfa
339	Sign Off that Web Briefing Notes Interface Testing is Complete	0 days	Tue 7/9/13	Tue 7/9/13	Norman
340	**Custom Software**	**100 days**	**Mon 2/4/13**	**Fri 6/21/13**	
341	**Oklahoma Information Fusion Center**	**100 days**	**Mon 2/4/13**	**Fri 6/21/13**	
342	Gather requirements	1 day	Mon 2/4/13	Mon 2/4/13	Aegis Solution Consulting (Custom)
343	Create Requirments Document	3 days	Tue 2/5/13	Thu 2/7/13	Aegis Solution Consulting (Custom)
344	Customer sign-off on Requirements Document	1 day	Fri 2/8/13	Fri 2/8/13	Norman

City of Norman, Oklahoma
Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
345	Develop Interface	90 days	Mon 2/11/13	Fri 6/14/13	Aegis Solution Consulting (Custom)
346	implement/Test Interface	5 days	Mon 6/17/13	Fri 6/21/13	Aegis Solution Consulting (Custom)
347	Sign-off on Interface Completion	0 days	Fri 6/21/13	Fri 6/21/13	Norman
348	**Ticket Export for both Traffic and non-Traffic Citations**	**100 days**	**Mon 2/4/13**	**Fri 6/21/13**	
349	Gather requirements	1 day	Mon 2/4/13	Mon 2/4/13	Aegis Solution Consulting (Custom)
350	Create Requirments Document	3 days	Tue 2/5/13	Thu 2/7/13	Aegis Solution Consulting (Custom)
351	Customer sign-off on Requirements Document	1 day	Fri 2/8/13	Fri 2/8/13	Norman
352	Develop Interface	90 days	Mon 2/11/13	Fri 6/14/13	Aegis Solution Consulting (Custom)
353	implement/Test Interface	5 days	Mon 6/17/13	Fri 6/21/13	Aegis Solution Consulting (Custom)
354	Sign-off on Interface Completion	0 days	Fri 6/21/13	Fri 6/21/13	Norman
355	**NWS to Sansio ePCR**	**100 days**	**Mon 2/4/13**	**Fri 6/21/13**	
356	Gather requirements	1 day	Mon 2/4/13	Mon 2/4/13	Aegis Solution Consulting (Custom)
357	Create Requirments Document	3 days	Tue 2/5/13	Thu 2/7/13	Aegis Solution Consulting (Custom)
358	Customer sign-off on Requirements Document	1 day	Fri 2/8/13	Fri 2/8/13	Norman
359	Develop Interface	90 days	Mon 2/11/13	Fri 6/14/13	Aegis Solution Consulting (Custom)
360	implement/Test Interface	5 days	Mon 6/17/13	Fri 6/21/13	Aegis Solution Consulting (Custom)
361	Sign-off on Interface Completion	0 days	Fri 6/21/13	Fri 6/21/13	Norman
362	**Warrant Import from Sungard Court**	**100 days**	**Mon 2/4/13**	**Fri 6/21/13**	
363	Gather requirements	1 day	Mon 2/4/13	Mon 2/4/13	Aegis Solution Consulting (Custom)
364	Create Requirments Document	3 days	Tue 2/5/13	Thu 2/7/13	Aegis Solution Consulting (Custom)
365	Customer sign-off on Requirements Document	1 day	Fri 2/8/13	Fri 2/8/13	Norman
366	Develop Interface	90 days	Mon 2/11/13	Fri 6/14/13	Aegis Solution Consulting (Custom)
367	implement/Test Interface	5 days	Mon 6/17/13	Fri 6/21/13	Aegis Solution Consulting (Custom)
368	Sign-off on Interface Completion	0 days	Fri 6/21/13	Fri 6/21/13	Norman
369	**Two-Way Interface to GeoSafe Mobile**	**100 days**	**Mon 2/4/13**	**Fri 6/21/13**	
370	Gather requirements	1 day	Mon 2/4/13	Mon 2/4/13	Aegis Solution Consulting (Custom)
371	Create Requirments Document	3 days	Tue 2/5/13	Thu 2/7/13	Aegis Solution Consulting (Custom)
372	Customer sign-off on Requirements Document	1 day	Fri 2/8/13	Fri 2/8/13	Norman
373	Develop Interface	90 days	Mon 2/11/13	Fri 6/14/13	Aegis Solution Consulting (Custom)
374	implement/Test Interface	5 days	Mon 6/17/13	Fri 6/21/13	Aegis Solution Consulting (Custom)
375	Sign-off on Interface Completion	0 days	Fri 6/21/13	Fri 6/21/13	Norman

ATTACHMENT 2

Draft Acceptance Test Plan

New World Systems®
The Public Sector Software Company

City of Norman
Oklahoma

Sample Acceptance Test Plan

SAMPLE

Prepared by
New World Systems

888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
Phone: (248) 269-1000
www.newworldsystems.com

October 21, 2011

Section **Page #**

PURPOSE 1
ACCEPTANCE TEST PROCESS 2
Phase 1: Hardware, System Software and Network Connection Testing 3
Phase 2: Functional Testing 3
Phase 3: Interface Testing 3
Phase 4: Reliability and Final Acceptance Testing 4
APPENDIX A: ACCEPTANCE TEST DOCUMENTATION FORM 5
APPENDIX B: ACCEPTANCE APPROVAL FORM 6
APPENDIX C: SAMPLE ACCEPTANCE TEST CHECKLIST 7

SAMPLE

PURPOSE

This Sample Acceptance Test Plan is intended to provide a mutually agreed upon process for the City of Norman (City) to verify that the CAD/RMS/FRMS/Mobile software meets the agreed upon specifications provided for in the contract agreement signed by New World and the City.

This scope of this plan will include:

- Hardware, System Software and Network Connections
- Standard Software
- Standard Software Interfaces
- Custom Software Interfaces (if any)
- Software Enhancements (if any)

As defined in the Project Implementation Plan, four phases of Acceptance Testing may take place. Each test is intended to occur sequentially, unless otherwise agreed upon by both parties:

- Phase 1: Hardware, System Software and Network Connection Testing
- Phase 2: Functional Testing
- Phase 3: Interface Testing
- Phase 4: Reliability and Final Acceptance Testing

Reliability and Final Acceptance Testing shall not proceed until either (a) Phases 1 through 3 (Hardware, System Software and Network Connection, Functional and Interface Testing) are complete, or (b) the City waives in writing the Hardware, System Software and Network Connection, Functional and Interface testing requirements.

SAMPLE

ACCEPTANCE TEST PROCESS

By mutual agreement, all Acceptance Testing will be conducted when represented City staff and New World staff are available for testing. The format for testing will also be mutually agreed upon prior to the commencement of any scheduled testing. The City may also wish to conduct certain Acceptance Testing during times when New World staff is not available. Regardless of who is present, a set format for testing must be followed.

The RFP response submitted by New World will be utilized for Acceptance Test documentation to ensure compliance with the functionality described in the detailed section of the RFP response.

An acceptance test checklist will be developed (see sample in Appendix C) indicating the RFP section along with the appropriate New World responses. City personnel will initial in the appropriate column indicating the software passed or failed the acceptance.

Any items not passing the Acceptance Test will be immediately forwarded to the New World Project Manager for response using the **Acceptance Test Documentation Form** (see Appendix A). In most cases, the item will be resolved via system tuning or review of its proper functionality. In some cases, the item will be submitted for a software correction and the resolution will come from New World in the form of a program change.

Items that require modifications and/or interface availability will be tested when they have been completed. Acceptance testing of other modules/functionality shall not be held up awaiting delivery of those modifications and/or interfaces.

SAMPLE

Phase 1: Hardware, System Software and Network Connection Testing

Testing hardware, system software and network connections include the testing of the any hardware and system software provided to the City by New World. All hardware and system software will be delivered, installed, configured and tested in the City's test environment. Working with City staff, network connections will be made and tested. All related documentation is delivered and installed as part of this test.

Following successful testing of delivered components, New World shall certify that the hardware and system software performs according to specifications and connects properly to the City's network.

Phase 2: Functional Testing

Following completion of the Master File setup training, and prior to beginning functional testing, New World shall provide a checklist (see sample in Appendix C) for review and approval by the City. The plan shall include a list of all features specified in the RFP.

Upon completion of testing, the City may approve or reject the entire Functional Test or any elements of the Functional Test. If the functional test is rejected by the City, the test may be repeated after corrections are provided by New World. Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The City and New World, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

Functional Test Guidelines

All items coded "Yes" (as qualified) in the New World detail response to the City's RFP shall be provided to the City through standard software capabilities, the City's use of third party software and/or custom software provided by New World.

If the City has not licensed the standard or custom software necessary to meet an RFP requirement, then that specification shall not apply in any acceptance test.

Phase 3: Interface Testing

Following completion of the Master File setup training and prior to beginning Interface Testing, New World shall provide a test plan (see sample in Appendix C) for review and approval by the City. On completion of testing, the City may approve or reject the entire Interface Test or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The City and New World, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to the City for review and approval. Interface Testing shall not begin until written approval of New World's submitted test plan has been accepted by the City. Following approval of the Interface Test Plan, New World will demonstrate to the City that the Standard Interface Software and Custom Interface Software have been installed, are operational and provide the intended functionality as described in the Interface Control Documents (if any).

SAMPLE

Phase 4: Reliability and Final Acceptance Testing

Upon placing the Licensed Software into live production use, the software shall undergo a thirty (30) day reliability test. The purpose of this test is to demonstrate that the New World software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in the agreement reached between the City and New World. If, during the first fifteen (15) days of the Reliability Test, the software experiences a Major Failure, then the thirty (30) day period will start over from day one and continue for the full thirty (30) days. A major failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the software fails on or after day sixteen (16), the City may elect for the test to start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for the full thirty (30) days.

If the software experiences a major failure because of a deficiency in the City's computing environment (network outage, server failure, operator error, planned downtime, etc.), the Reliability Test will not be restarted but will continue from the point in time that such failure occurs and until the thirty (30) day test is completed.

Software shall be deemed accepted upon the successful completion of the 30-day Reliability Test as defined above. Final Acceptance for each component identified may occur independently after successful completion of the Reliability Test for each component (CAD, RMS, Fire RMS, Mobile and Automated Field Reporting).

Final Acceptance by means of Beneficial Use of the Software

Notwithstanding anything above, the software shall be deemed accepted ninety (90) days after the City has had beneficial use of the software without occurrence of a major failure through its use in a production environment ("live use") that supports City operations. Final Acceptance shall not be withheld due to minor or moderate errors.

SAMPLE

APPENDIX A: ACCEPTANCE TEST DOCUMENTATION FORM

Date: _____ Time: _____

Tester: _____

Section & Number of RFP: _____

New World Systems Application & Module Name: _____

O/S Version: _____ New World Version: _____

Explanation of Item Not Functioning as Required:

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New World Notes:

SAMPLE

APPENDIX B: ACCEPTANCE APPROVAL FORM

1. Acceptance Phase: (✓ appropriate box)

☐ Hardware, System Software and Network Connection

☐ Functional

☐ Interface

☐ Reliability and Final Acceptance

2. Name of Application: (CAD, LERMS, FRMS, Mobile, etc.) _____

3. Date/Time: _____

4. Authorized City Signature: _____

5. Authorized New World Signature: _____

6. Additional Comments/Follow-up:

_____

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SAMPLE

New World Notes:

APPENDIX C: SAMPLE ACCEPTANCE TEST CHECKLIST

RFP Item #	CAD General Requirements	PASS	FAIL	INITIALS	DATE
	A toolbar must provide the following tasks: Open, Save, Delete, Cut, Copy, Paste, New and Print.	☐	☐		
	The system must provide the ability to quickly and easily assign default agency-defined status codes.	☐	☐		
	When a Call for Service (CFS) type is defined, the system must provide the ability to identify whether a license plate is checked locally, through State/NCIC or both and attach to said call.	☐	☐		
	The system must provide the ability to dispatch to a call type and create a corresponding call type for all agencies responding, including Law Enforcement, Fire and EMS.	☐	☐		
	The software must utilize self-cleansing windows to allow users to open and use multiple (minimum of 20) child windows simultaneously and be able to tile and/or cascade the child windows.	☐	☐		
	The software must allow authorized user(s) to define the screen layout (e.g., position and size of windows) and save the individual configurations based on the user's login.	☐	☐		

SAMPLE

ATTACHMENT 3

Sample Training Plan

New World Systems®
The Public Sector Software Company

Aegis/MSP Public Safety Software Training Plan

Computer Aided Dispatch (CAD)
Law Enforcement Records Management (LE RMS)
Fire Records Management (FRMS)
Mobile Messaging and Field-Based Reporting

Prepared for:

City of Norman, Oklahoma

Prepared by:

New World Systems

Table of Contents

Introduction 3
CAD Training Scope 4
CAD Schedule 5
End User Training (Sample) 5
CAD Training 6
End User Training – Classes and Training Courses 6
End User Training Classes 6
CAD End User Training Courses 9
CAD Live Support 9
Live Support 9
LE RMS Training Scope 10
LE RMS Schedule 11
Train-the-Trainer 11
Sample Schedule 12
LE RMS Training 13
End User Training – Classes and Training Courses 13
LE RMS End User Training Classes 14
LE RMS End User Training Courses 22
LE RMS Live Support 24
Live Support 24
Fire RMS Training Scope 25
Fire RMS Schedule 26
Train-the-Trainer 26
Sample Schedule 27
Fire RMS Training 28
End User Training – Classes and Training Courses 28
Fire RMS End User Training Classes 29
Fire RMS End User Training Courses 33
Fire RMS Live Support 35
Live Support 35
Mobile Training Scope 36
Mobile Schedule 37
Train-the-Trainer 37
Sample Schedule 38
Mobile Training 39
End User Training – Classes and Training Courses 39
Mobile End User Training Classes 40
Mobile End User Training Courses 43
Mobile Live Support 44
Live Support 44

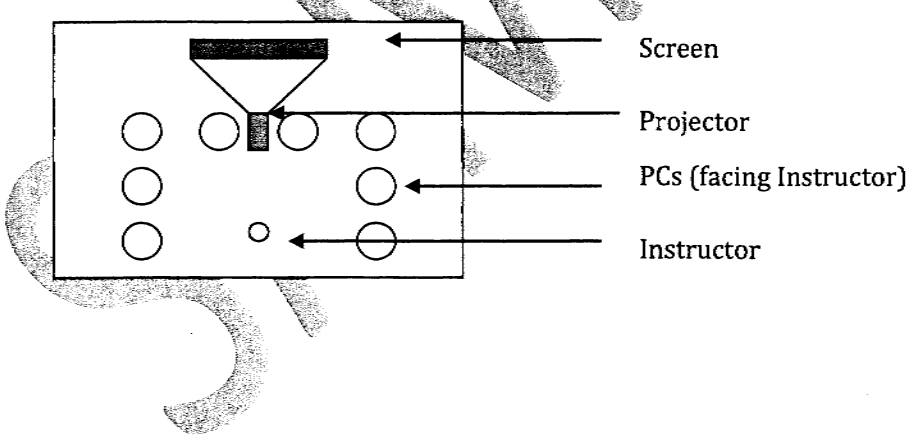
SAMPLE

Introduction

New World Systems understands that training is a necessary and critical event in the lifecycle of a software implementation; it is the cornerstone of user acceptance and understanding. In addition, the ease of ongoing support is directly related to a successful and effective training program. Conversely, an ineffectual training program can make for a very tedious implementation and requires extensive support. Therefore, it is critical that every effort be made to ensure a successful training program.

Successful training starts with an environment that is conducive for learning. Experience has taught us that an effective student-teacher ratio is eight to one, respectively. Because of the intensive nature of the instruction, coupled with the highly interactive approach, the class size must be manageable. Eight has proven to be a very manageable size (ten if absolutely necessary). If the classes consist of more than 8-10, a second instructor is needed.

Along with the class size, the room configuration is also important. We have found we can achieve maximum efficiency and effectiveness if the instructor can see what the students are doing at all times and can move freely throughout the room. By having the student seating arranged in a horseshoe configuration (students facing their monitors with their backs to the instructor), the instructor can observe what all students are doing at all times, thus ensuring no student falls behind or wanders off into an area not yet discussed. The diagram below depicts the optimum configuration.



SAMPLE

CAD Training Scope

The scope of this plan consists of a two part approach, that is:

1. End User Training
2. Live Support

During the End User Training portion, New World Systems will conduct training courses for the personnel that will be utilizing the Computer Aided Dispatch software.

The final stage is Live Support. A live support schedule will be determined by department management. New World will provide on-site support during the initial phase of go live.

SAMPLE

CAD Schedule

End User Training (Sample)

End User Training will consist of 20 hours – two 8-hour days (with a one hour lunch break) and one 4-hour day. There should be no more than 10 students in a class. Each student must have their own workstation.

Review the chart below for details:

CAD End User Training		
Mon	Group 1	0800-1800
Tues	Group 1	0800-1800
Wed	Group 1 Group 2	0800-1200 1300-1700
Thurs	Group 2	0800-1800
Fri	Group 2	0800-1800

CAD End User Training	
	Group 1 - Student's Name
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
	Group 2 – Student's Name
11	
12	
13	
14	
15	
16	
17	
18	
18	
20	

SAMPLE

CAD Training

End User Training – Classes and Training Courses

End User Training Classes

The following is a list of classes (Lesson Plans) that users may need to take in order to be proficient using New World Systems' Computer Aided Dispatch software. The "Hours" column represents the duration of each of the classes, if being presented in a classroom environment.

Class Number	Title/Topic	Hours
CAD103	**CAD Basic Windows Functionality** *Description: This class provides an overview of basic windows functionality, geo-verification, grid functionality, and basic toolbar functionality.* *This class is designed as a prerequisite and* ***MUST*** *be taken by anyone planning on using the CAD software.* ***Refer to New World Systems' detailed CAD Lesson Plan for further details on this topic.*	2
CAD104	**CAD Basic Call Taking** *Description: This class provides the necessary tools for a call taker to gather and record information on a call, get the information to the Dispatcher in a timely fashion, and how to message another user, as needed.* ***Refer to New World Systems' detailed CAD Lesson Plan #CAD104 for further details on this topic.*	4
CAD105	**CAD Basic Dispatching** *Description: Designed for the Police Dispatcher, this lesson covers the basic concepts of receiving a call, recognizing recommended units, how to override the recommended unit or add additional units as needed, how to dispatch, en route, and arrive the units, how to change to any other unit status, and how to clear the unit off of the call. In addition, this class covers how to retrieve data from a cleared or cancelled call.* ***Refer to New World Systems' detailed CAD Lesson Plan #CAD105 for further details on this topic.*	4

SAMPLE

Class Number	Title/Topic	Hours
CAD106	**Advanced Dispatch Functions and Techniques** *Description: This class continues where lesson plan CAD105 ends. It contains the additional functionality of New World Systems' CAD application, as it applies to various dispatching concepts. In addition, this lesson plan covers Scheduled Activity, Notepads, Hazardous Materials, Contact Cards and locating personnel based on their individual skill set.* ***Prerequisite: CAD105 (CAD Basic Dispatching)*** ***Refer to New World Systems' detailed CAD Lesson Plan #CAD106 for further details on this topic.*	4
CAD107	**Additional CAD Functionality and Mapping** *Description: The class focuses on two areas of CAD – additional functionality and creating events and calls for service from the Map Control Panel. Some of the topics covered include inquiring on calls for service from the map, changing unit statuses within the Map Control Panel, creating calls for service from the Map Control Panel and Automatic Vehicle Locator (AVL) if necessary. The E911 Call Queue will also be discussed in detail.* ***Refer to New World Systems' detailed CAD Lesson Plan #CAD107 for further details on this topic.*	4
CAD108	**CAD Basic Fire/EMS Dispatch** *Description: Designed for the Fire/EMS Dispatcher, this lesson covers the basic concepts of receiving a call, recognizing recommended units, how to override or substitute pieces of apparatus or equipment if necessary, how to dispatch, en route, and arrive the apparatus, how to change apparatus assignments, and how to clear the apparatus off of the call. In addition, this class covers how to retrieve data from a cleared or cancelled call.* ***Refer to New World Systems' detailed CAD Lesson Plan #CAD108 for further details on this topic.*	4
CAD109	**Global Jackets (A Law Enforcement Records function within the CAD software)** *Description: If required by the agency, the students will receive instruction on the various Global Jackets within New World Systems' software. The course will include Global Jacket inquiries for subjects, vehicles, businesses and guns. This class also includes creating jackets for each of the jacket types.* ***Refer to New World Systems' detailed CAD Lesson Plan #CAD109 for further details on this topic.*	4

SAMPLE

Class Number	Title/Topic	Hours
CAD110	**Optional Modules** *Description: Training on the following modules will depend upon the agencies contract:* ▪ *BOLOs* ▪ *CAD Pager Interface* ▪ *TDD Interface* ▪ *Pro-QA Interface* ▪ *State Message Switch (NCIC)* ▪ *Service Vehicle Rotation* ▪ *Equipment Module*	TBD
CAD150	**Data Analysis/Crime Mapping/Management Reporting** *Description: This class covers the system's ad hoc reporting capability. It includes basic text reports, map reports and exported reports to different file types, such as Excel. This class may be taught at any time, although 4-6 weeks post go live is preferred to ensure the data returned reflects accurate and correct information for the agency.* ** The 4-hour version is the basic class, but may be extended based on the individual agency's requirements.* ***Refer to New World Systems' detailed CAD Lesson Plan #CAD150 for further details on this topic.*	4-8

SAMPLE

CAD End User Training Courses

Course: ***Basic Computer Aided Dispatch Course***

Duration: One 20-28 hour course depending on the number of lessons to be included

Audience: Personnel assigned to the Dispatch Center, either in a full or part time capacity

Instructor: New World Systems' Application Specialists

Classes Included: Class CAD103 / CAD Basic Windows Functionality; Class CAD104 / CAD Basic Call Taking; Class CAD105 / CAD Basic Police Dispatch; Class CAD106 / Advanced Dispatch Functions and Techniques, Class CAD107 / Additional CAD Functionality and Mapping; and Class CAD108 / CAD Basic Fire/EMS Dispatch

Description: This course is designed for the end user who will be responsible for taking calls and dispatching units for the dispatch center. It covers all of the basic skills necessary to process a call for service, identify and dispatch the appropriate units or pieces of apparatus, keep track of the status of any units or equipment responding to the call, and researching past calls for service. The class will also cover the additional features of the New World Systems Computer Aided Dispatch software, such as Hazardous Materials Inquiries, Contact Cards, Unit Search by Skills, Notepads, Building Watches, Alerts, BOLO's, 911 Call Queue for creating or updating calls (Including Phase II calls), Map Control Panel, and scheduling activities in advance.

SAMPLE

CAD Live Support

Live Support

New World Systems will have Application Specialists on site to assist the users during their live environment for the first week. Hours will be determined by management's needs.

LE RMS Training Scope

The scope of this plan consists of a three-part approach, that is:

1. Train-the-Trainer
2. End User Training
3. Live Support

During the Train-the-Trainer (TTT) portion, New World will conduct a 70-80 hour training course that will instruct the students in the end user handling of the Records Management System software and prepare them for classroom instruction by virtue of successfully completing the course.

Once the TTT course is complete, the student trainers will train the rest of the department, as well as conduct in-house training for new personnel, as prescribed in the End User section. This training will be driven by the training needs assessment to be conducted by the agency.

During the Subject Matter Expert (SME) training portion, New World will conduct a 40-hour training course that will instruct the students in all aspects of the Records Management System software used by the agency. These students may or may not train other members of their department; however, they will have the knowledge to conduct training if necessary. These students will also be taught some basic problem solving skills.

Once the SME course is complete, the students will assist their department in assuring all members are trained in their specific areas of responsibility. They will also be utilized during go-live support and thereafter as the first level department support for any questions or problems that may arise.

The final stage is Live Support. Part of the responsibility of the student trainers will be to provide actual live support at the agency and/or their bureau assignments. A live support schedule will be determined by department management. Along with the in-house student trainers, New World Systems will provide on-site live support during this transitional phase.

SAMPLE

LE RMS Schedule

Train-the-Trainer

Basic Law Enforcement Records Train-the-Trainer

Topic: Law Enforcement Records Train-the-Trainer

Duration: One 70-80 hour class

Audience: The appropriate audience consists of agency personnel who will act as trainers during the End User training and then will be qualified to continue the training as new personnel are hired. The qualified candidates will possess basic computer and communication skills necessary for classroom presentations and one-on-one-training.

Instructor: New World Systems' Application Specialist

Classes Included: Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets; Class RMS206 / Full RMS Entry - Incidents and Cases; Class RMS207 / Property Processing; Class RMS208 / Inquiry and Searches; RMS209 / UCR-IBR Review and Reporting; RMS210 / Standard Reports; RMS212 / Case Management; RMS213 / Impounded Vehicles; RMS225 / Computer Aided Investigations; RMS226 / Wants and Warrants; RMS227 / Tickets and Citation; RMS228 / Personnel; RMS224 / Accidents.

Description: The Train-the-Trainer class is a hands-on course. The students will be required to demonstrate not only proficiency with New World Systems' software, but also teaching techniques and presentation skills. This is a two-week course approximately. During the first week, we will be training in the use of the Law Enforcement Records Management System products. In order to move to the second phase of instruction, the students must demonstrate proficiency using the software. The ideal students will be volunteers who have enthusiasm for the project and are prepared to participate actively in the train-the-trainer process.

SAMPLE

Sample Schedule

Records Train-the-Trainer		Week One
Mon	8:00 a.m. – 5:00 p.m.	8
Tue	8:00 a.m. – 5:00 p.m.	8
Wed	8:00 a.m. – 5:00 p.m.	8
Thu	8:00 a.m. – 5:00 p.m.	8
Fri	8:00 a.m. – 5:00 p.m.	8
Records Train-the-Trainer		**Week Two**
Mon	8:00 a.m. – 5:00 p.m.	8
Tue	8:00 a.m. – 5:00 p.m.	8
Wed	8:00 a.m. – 5:00 p.m.	8
Thu	8:00 a.m. – 5:00 p.m.	8
Fri	8:00 a.m. – 5:00 p.m.	8

Law Enforcement Records and Field-Based Reporting Train-the-Trainer	
	Student's Name
1	
2	
3	
4	
5	
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10	

SAMPLE

LE RMS Training

End User Training – Classes and Training Courses

Below is a table that will used to create a tentative schedule for End User Training. This draft is dependent on approval from upper management of the agency.

Day	Date	Time	Activity
Monday		0800 – 1200 1300 – 1700	
Tuesday		0800 – 1200 1300 – 1700	
Wednesday		0800 – 1200 1300 – 1700	
Thursday		0800 – 1200 1300 – 1700	
Friday		0800 – 1200	

SAMPLE

LE RMS End User Training Classes

The following is a list of classes that users from the agency may need to take in order to be proficient using New World Systems' software. Class RMS203 – LE RMS Basic Windows Functionality is a prerequisite for any other class.

The "Hours" column represents the duration of each of the classes, if being presented in a classroom environment. If an agency certified trainer was to work with one or two individuals, the actual amount of time may be reduced.

Class Number	Title/Topic	Hours
RMS203	**LE RMS Basic Windows Functionality** *Description: This class provides an overview of basic windows functionality, geo-verification, grid functionality, and base toolbar functionality. This class is designed as a prerequisite and* ***MUST*** *be taken by anyone planning on using the LE RMS software.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS203 for further details on this topic.*	2
RMS204	**Jackets** *Description: This class provides the user with the correct functionality and current procedures for adding or maintaining a global record (individual, business, vehicle and/or gun). Jackets are the foundation of the New World Systems LE RMS software. All names, vehicles, etc are based on this concept.* ***If the user will be entering or modifying any data within the software, this class is a prerequisite to many of the other classes as indicated on this list.*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS204 for further details on this topic.*	4
RMS205	**Basic RMS Entry / Incidents and Cases** *Description: This class is designed for personnel who, based on their current job assignment, will need to manage and/or edit cases entered via the merge process to the New World Systems Law Enforcement Records Management System. This class is designed for those agencies who are utilizing the Field-Based Reporting application (either through a mobile client or as a standalone workstation) to enter all case reports.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS205 for further details on this topic.*	4

SAMPLE

Class Number	Title/Topic	Hours
RMS206	**Full RMS Entry / Incident and Cases** *Description: This class is designed for personnel who, based on their current job assignment, will need to add a full case report into the New World Systems Law Enforcement Records Management System.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS206 for further details on this topic.*	8
RMS207	**Property Processing** *Description: This class targets those individuals who have been assigned to one of the various property/evidence units. The class will cover: adding property; using the bar-coding process (if this feature has been included in the contract); tracking the location of all property/evidence; keeping a clear audit trail of when property leaves the control of the property room and when it returns; releasing of property, either by court order or other request; and indicating any property that is either targeted for disposal or has been properly disposed, according to court orders.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS207 for further details on this topic.*	4
RMS208	**Inquiry / Searches** *Description: This class is designed for personnel who have limited access to or have no need for any direct input into the software. Students attending are usually assigned to duties that need to retrieve information as requested or by need of a formal inquiry; but are not limited to this function. Any user may want to attend to get an overview of the software and the type of information available* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS208 for further details on this topic.*	2
RMS209	**UCR/IBR Review and Reporting** *Description: This class is designed for personnel assigned to complete the monthly statistics required by their state. The student will learn how to build reports and how to read the edit (error) messages; how to correct errors; and after a successful completion, how to submit the report to their state.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS209 for further details on this topic.*	2

SAMPLE

Class Number	Title/Topic	Hours
RMS210	**Standard Reports** *Description: This class focuses on the New World Systems standard reports that are provided with the LE RMS software. The student will be introduced to the different reports available; their output; and how to print them.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS210 for further details on this topic.*	2
RMS212	**Case Management** *Description: This class is designed for personnel and supervisors who are responsible for investigating or managing case files. The content will include: Searching for cases assigned to a personnel or bureau/detail; Assignment of cases; Monitoring and creating activity (tasks) by either the supervisor or the assigned officer; and writing any supplements to close or further describe the ongoing investigation. This will also include closing out a case due to an arrest or other authoritative reason.* ***Prerequisite: RMS205 (Basic RMS Entry / Incidents and Cases)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS212 for further details on this topic.*	4
RMS213	**Impounded Vehicles** *Description: This class is designed for personnel that maintain information on all impounded vehicles. At the agency's discretion, this may also include information on towed/stored vehicles as well. The content will include Searching for Impounded Vehicles, Entry of Impounded Vehicles (including necessary Global Jackets), and Updating Impounded Vehicles when a vehicle has been released.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS213 for further details on this topic.*	1
RMS215	**Gun Permits/Registrations** *Description: This class is designed for personnel that maintain files related to Gun Permits, Gun Registrations, or both. Both topics work similarly, and the student will be shown how to search for existing Gun Permits or Registrations, how to enter the Gun Permits/Registrations, and how to update any existing Gun Permits/Registrations.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed RMS Lesson Plan #RMS215 for further details on this topic.*	1

SAMPLE

Class Number	Title/Topic	Hours
RMS216	**Pawn Shop Processing** *Description: This class is designed for personnel that will be entering data from Pawn Slips and/or researching information from the received Pawn Slips. The content will include entering Pawn Slips, searching for Pawn Slips, and running Pawn Shop Reports.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS216 for further details on this topic.*	1
RMS217	**Order of Protection** *Description: This class is designed for personnel that will need to enter or research information received on Orders of Protection. The content will include how to search for Orders of Protection, Entry of the Orders of Protection, and information pertaining to the software alerts that will generate to the involved parties, and all protected addresses.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS217 for further details on this topic.*	1
RMS218	**Alarm Management** *Description: This class is designed specifically for the personnel that are in control of all warning letters and false alarm billings related to false alarm responses. The content will include how the false alarms are generated to the Alarm Management module, how to search for "Unmatched Alarms", how to create Alarm Permits and how to generate warning letters and false alarm invoices. The class will also show how to update records when fines are received, or if a false alarm needs to be voided.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS218 for further details on this topic.*	2
RMS219	**Gang Tracking** *Description: This class is specifically designed for the personnel that oversee responsibility in gathering information related to gangs. This class will go over in depth the three aspects of the Gang Tracking module: Gangs, Gang Informants, and Gang Intelligence. The first part of the class will demonstrate how to compile information on a gang, such as lineage, members, colors, weapons of choice, proclaimed areas, members' vehicles, crime patterns, and known associates to the gang members. The second portion of the class will*	2

SAMPLE

Class Number	Title/Topic	Hours
	discuss how to enter information related to gang informants (informants are given a code to protect their identity outside of the Gang Module) and the third portion will demonstrate how to maintain intelligence that is related to the gangs. ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS219 for further details on this topic.*	
RMS221	**Equipment** *Description: This class is designed for personnel that maintain an agency's equipment—such as weapons, radar guns, cameras, tasers, audio and video recorders, etc. The content will include how to enter information into the software, maintain the equipment, and assign it out to the necessary personnel. In addition, the students will be shown how to keep track of all "Activity" related to the equipments, such as repairs, tune-ups, calibration, etc.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS221 for further details on this topic.*	1
RMS223	**Field Investigations** *Description: This class is designed for personnel who will be using the Field Investigations module as a form of Case Management. The students will be shown how to use this module to keep track of all leads related to a case, any contacts that are being made on the case, evaluation of any leads or contacts, as well as information on vehicles that may be related to the field investigation.* **Note—this can be a standalone module for entering FI cards as well.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS223 for further details on this topic.*	1
RMS224	**Accidents** *Description: This class is designed for personnel that will be entering accident reports into the New World Systems software. The accident module, in addition to being a record keeping module, will print out on the state specific report form for each agency. The content of the class will cover searching for already entered accidents, accident entry, modifying and printing of the accident report form.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS224 for further details on this topic.*	2

SAMPLE

Class Number	Title/Topic	Hours
RMS225	**Computer Aided Investigations** *Description: This class is designed for personnel that will be utilizing the software for investigative research. This very flexible module allows users to tie cases together and/or subjects to cases that may not have had a correlation made otherwise. The content of the class goes through the reports pertaining to Global Jacket information, Cases, and Modus Operandi. The students will be able to search for information that has been entered into the software, to use as an investigative tool. Additionally, Photo Line-Ups will be taught if part of the software package.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS225 for further details on this topic.*	1
RMS226	**Wants and Warrants** *Description: This class is designed for personnel whose duties include managing warrants. The content of the class will include Warrant Searches, Warrant Entry, managing existing Warrants as well as the various reports provided by the Wants and Warrants module.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS226 for further details on this topic.*	1
RMS227	**Tickets and Citations** *Description: This class is designed for personnel that will be entering Tickets and Citations into the software. This module can be used for both traffic and criminal related tickets, and will provide IBR/UCR statistics if necessary for each state. The content will include the search capabilities of the Tickets and Citations module, as well as the entry of the various types of Tickets and Citations into the New World Systems software.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS227 for further details on this topic.*	1
RMS228	**Personnel** *Description: This class is intended for those that will be maintaining the Personnel records for each agency. The content will include the entry of personnel information into the Personnel module, as well as discussion on what will need to be updated as personnel are promoted, change classification, resign, etc.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS228 for further details on this topic.*	1

SAMPLE

Class Number	Title/Topic	Hours
RMS229	**Training** *Description: This class is intended for personnel that oversee an agency's training records, including the scheduling of classes and training programs. The content of the class is in three parts—creating courses for each agency (all courses are agency specific), scheduling courses in advance, and creating and maintaining training programs for personnel (such as new hires) that must successfully complete a variety of courses that may be a requirement to pass their training and probationary periods and/or for promotional opportunities.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS229 for further details on this topic.*	2
RMS230	**Scheduling and Reporting** *Description: This class is intended for all personnel that have a necessity to create, maintain, or modify the daily, weekly and monthly schedules. The content will include creating work schedules, and maintaining or modifying them as necessary. Training will also be provided on using the module for employee vacations, sick leaves, shift trades, etc.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS230 for further details on this topic.*	4
RMS232	**Career Criminal** *Description: This class is intended for all personnel that maintain information on "Career Criminals" such as parolees and sex registrants. The content will consist of how to search for Career Criminals, Entry of the Career Criminals, and the various reports that are available within the module, such as seeing who is due for re-registering, or missed their registration deadline.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS232 for further details on this topic.*	2

SAMPLE

Class Number	Title/Topic	Hours
RMS234	**Narcotics Management** *Description: This "specialty" class is intended for all personnel involved in the investigation of narcotics offenses. This module, which is highly secure, covers Narcotic Funds (such as "Buy Money"), Informants, and Intelligence. The class content will include information on maintaining and updating all aspects of the Narcotics Management Module and discuss that the information, including Global Jackets, are restricted to the module only, and not available to any users outside of the module.* ***Prerequisite: RMS204 (Global Jackets)*** ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS234 for further details on this topic.*	2
RMS250	**Data Analysis/Crime Mapping/Management Reporting** *Description: This class covers the New World Systems ad hoc reporting capability. It includes basic text reports, map reports and exported reports to different file types, such as excel. This class may be taught at any time, although 4-6 weeks post go-live is preferred to ensure the data returned reflects accurate and correct information for the agency.* ** The 4-hour version is the basic class, but may be extended based on the individual agency's requirements.* ***Refer to New World Systems' detailed LE RMS Lesson Plan #RMS250 for further details on this topic.*	4-8

SAMPLE

LE RMS End User Training Courses

Course: ***Basic Law Enforcement Records Training Course***

Duration: One 24-hour course

Audience: Field Operations Bureau Personnel (including all specialized units such as Traffic, Marine, Tactical, and Mounted Units)

Instructor: Agency Certified New World Systems' RMS Trainers or New World Systems' Application Specialist

Classes Included: Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets; Class RMS206 / Full RMS Entry - Incidents and Cases; Class RMS213 / Impounded Vehicles; Class RMS225 / Computer Aided Investigations; Class RMS226 / Wants and Warrants; Class RMS227 / Tickets and Citation; and Class RMS224 / Accidents.

Description: This course is intended to give the records personnel the necessary skills to perform their duties, including but not limited to: entering cases, retrieving cases, responding to inquiries and distribution of reports.

Course: ***UCR/IBR Process Training Course***

Prerequisite: Must take Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets, in that order, before any other class.

Duration: 14 total training hours

Audience: Those personnel responsible for maintaining the state and federally mandated statistical reports

Instructor: Agency Certified New World Systems' RMS Trainers or New World Systems' Application Specialist

Classes Included: Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets; Class RMS206 / Full RMS Entry - Incidents and Cases; Class RMS207 / UCR-IBR Review and Reporting; Class RMS225 / Computer Aided Investigations; Class RMS227 / Tickets and Citation

Description: The student will learn the RMS software, specifically how global jackets are maintained, how case entry, statutes, and arrest records are entered, how to read and interpret the build edit message, and how to make the necessary changes to successfully submit the State and Federal mandated monthly reports.

SAMPLE

Course: ***Property Control Personnel Training Course***

Prerequisite: Must take Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets, in that order, before any other class.

Duration: 12 total training hours

Audience: Officers and Civilians currently assigned to the Agency's Property Control

Instructor: Agency Certified New World Systems' RMS Trainers or New World Systems' Application Specialist

Classes Included: Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets; Class RMS205 / Basic RMS Entry - Incidents and Cases; Class RMS207 / Property Processing;

Description: This course targets those individuals who have been assigned to a property/evidence unit. The course will cover: adding property; using the bar-coding process (if part of the contract); tracking the location of all property/evidence; keeping a clear audit trail of when property leaves the control of the property room and when it returns; releasing of property, either by court order or other request; and indicating any property that is either targeted for disposal or has been properly disposed, according to court orders.

SAMPLE

Course: ***Investigations and Investigations Supervisor Training Course—Includes Case Management***

Prerequisite: Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets, in that order, before any other class.

Duration: 20 total training hours

Audience: All personnel responsible for reviewing cases for possible prosecution as well as those assigned to further investigate cases referred by Field Operations.

Instructor: Agency Certified New World Systems' RMS Trainers or New World Systems' Application Specialist

Classes Included: Class RMS203 / LE RMS Basic Windows Functionality; Class RMS204 / Jackets; Class RMS206 / Full RMS Entry - Incidents and Cases; RMS222 / Case Management; RMS225 / Computer Aided Investigations;

Description: This course is designed for Investigators and Investigations supervisors who are responsible for investigating or managing a case. The content will include, but is not limited to: searching for cases assigned to your bureau/detail; reading and reviewing the case; assignment of cases; monitoring and creating activity (tasks) by either the supervisor or the assigned officer; and writing any supplements to close or further describe the ongoing investigation. This will also include closing out a case due to an arrest or other authoritative reason.

SAMPLE

LE RMS Live Support

Live Support

The plan for Live Support is to have the student trainers, as well as members of the RMS Build Team be the Subject Matter Experts (SME) for the software. They will be the first line of problem solvers during go live. New World Systems will have Application Specialists on site to assist the SMEs if there are questions or problems that they cannot resolve.

Fire RMS Training Scope

The scope of this plan consists of a three part approach, that is:

1. Train-the-Trainer
2. End User Training
3. Live Support

During the Train-the-Trainer (TTT) portion, New World will conduct a 70-80 hour training course that will instruct the students in the end user handling of the Fire Records Management software and prepare them for classroom instruction by virtue of successfully completing the course.

Once the TTT course is complete, the student trainers will train the rest of the department, as well as conduct in-house training for new personnel, as prescribed in the End User section. This training will be driven by the training needs assessment to be conducted by the agency.

During the Subject Matter Expert (SME) training portion, New World will conduct a 40-hour training course that will instruct the students in all aspects of the Fire Records Management software used by the agency. These students may or may not train other members of their department; however, they will have the knowledge to conduct training if necessary. These students will also be taught some basic problem solving skills.

Once the SME course is complete, the students will assist their department in assuring all members are trained in their specific areas of responsibility. They will also be utilized during go-live support and thereafter as the first level department support for any questions or problems that may arise.

The final stage is Live Support. Part of the responsibility of the student trainers will be to provide actual live support at the agency and/or their bureau assignments. A live support schedule will be determined by department management. Along with the in-house student trainers, New World Systems will provide on-site live support during this transitional phase.

SAMPLE

Fire RMS Schedule

Train-the-Trainer

Basic Fire Records Management System Train-the-Trainer

Topic: Fire Records Management System Train-the-Trainer

Duration: One 70-80 hour class

Audience: The appropriate audience would consist of Fire Captains, Training Officers or other Supervisors (such as Battalion Chiefs), and other specialized personnel, who will act as trainers during the End User training and then will be qualified to continue the training as new personnel are hired. The qualified candidates will possess basic computer and communication skills necessary for classroom presentations, and one-on-one-training.

Instructor: New World Systems' Application Specialist

Classes Included: Class FIRE403 / FRMS Basic Windows Functionality; Class FIRE404 / Jackets; Class FIRE405 / Scheduling and Reporting; Class FIRE406 Fire Incidents; Class FIRE407 / Investigations; Class FIRE408 / Pre-Plans; Class FIRE409 / Inspections; Class FIRE410 / Equipment Maintenance; Class FIRE4111 / Vehicle Maintenance; Class FIRE412 / Station Activity and Misc. Modules; FIRE413 / Training; Class FIRE414 / Personnel; Class FIRE415 / Inquiry and Searches; Class FIRE416 / Standard Reports; Class FIRE417 / Permits

Description: The Train-the-Trainer class is a hands-on course. The students will be required to demonstrate not only proficiency with New World Systems' software, but also teaching techniques and presentation skills. This is an approximately two-week course. During the first week, we will be training in the use of the Fire Records Management System products. In order to move to the second phase of instruction, the students must demonstrate proficiency using the software. The ideal students will be volunteers who have enthusiasm for the project and are prepared to participate actively in the train-the-trainer process.

SAMPLE

Sample Schedule

Day	Date	Time	Activity
Monday		0800 – 1700	Train the Trainer / Week 1 FRMS Software Application
Tuesday		0800 – 1700	Train the Trainer / Week 1 FRMS Software Application
Wednesday		0800 – 1700	Train the Trainer / Week 1 FRMS Software Application
Thursday		0800 – 1700	Train the Trainer / Week 1 FRMS Software Application
Friday		0800 – 1700	Train the Trainer / Week 1 Teaching Assignments / Teaching Techniques
Sat / Sun			
Monday		0800-1700	Train the Trainer / Week 2 Teaching Techniques / Preparation for Training
Tuesday		0800-1700	Train the Trainer / Week 2 Presentation of Assignments
Wednesday		0800-1700	Train the Trainer / Week 2 Presentation of Assignments
Thursday		0800-1700	Train the Trainer / Week 2 Presentation of Assignments
Friday		0800-1700	Train the Trainer / Week 2 Wrap Up and Review

Fire Records Management System Train-the-Trainer	
	Student's Name
1	
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SAMPLE

Fire RMS Training

End User Training – Classes and Training Courses

Below is a table that will used to create a tentative schedule for End User Training. This draft is dependent on approval from upper management of the agency.

Day	Date	Time	Activity
Monday		0800 – 1200 1300 – 1700	
Tuesday		0800 – 1200 1300 – 1700	
Wednesday		0800 – 1200 1300 – 1700	
Thursday		0800 – 1200 1300 – 1700	
Friday		0800 – 1200	

SAMPLE

Fire RMS End User Training Classes

The following is a list of classes that users from the Fire Department may need to take in order to be proficient using New World Systems' software. Class FIRE403 – FRMS Basic Windows Functionality is a prerequisite for any other class. The "Hours" column represents the duration of each of the classes, if being presented in a classroom environment. If an agency certified New World Systems trainer was to work with one or two individuals, the actual amount of time may be reduced.

Class Number	Title/Topic	Hours
FIRE403	**FRMS Basic Windows Functionality** *Description: This class provides an overview of basic windows functionality, geo-verification, grid functionality, and base tool bar functionality. This is the first class and **MUST** be taken by anyone planning on using the software.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE403 for further details on this topic.*	2
FIRE404	**Jackets** *Description: This class provides the user with the correct functionality and current procedures for adding or maintaining a global record (individual or, business).* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE404 for further details on this topic.*	2
FIRE405	**Scheduling and Reporting** *Description: This class is designed for the Fire Officers responsible for maintaining the correct personnel on the appropriate fire apparatus, and all changes of personnel that may occur during a shift. This has a direct impact on NFIRS reports as the personnel assigned to apparatus from this module are transferred over to the Equipment and Personnel within NFIRS.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE405for further details on this topic.*	2
FIRE406	**Fire Incidents** *Description: This class is designed for personnel who are responsible for writing all fire incident reports in compliance with the NFIRS reporting system. It will cover basic fire incidents, exposure fires, EMS (either BLS or ALS reports), and mutual aid reports.* ***Prerequisite: FIRE404 (Global Jackets)*** ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE406 for further details on this topic.*	6

SAMPLE

Class Number	Title/Topic	Hours
FIRE407	**Investigations** *Description: This class is designed for personnel who are responsible for investigating any suspicious fire. Completion of the report and indicating any evidence collected is included in this class.* ***Prerequisite: FIRE404 (Global Jackets)*** ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE407for further details on this topic.*	2
FIRE408	**Pre-Plans** *Description: This class covers how the Aegis/MSP Software collects data needed for Fire Pre-Plans. This covers both building pre-plans and business pre-plans.* ***Prerequisite: FIRE404 (Global Jackets)*** ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE408 for further details on this topic.*	4
FIRE409	**Inspections** *Description: This class provides for both inspections of existing buildings and businesses (Pre-Plan and Safety Inspections) as well as creating inspections for new construction.* ***Prerequisite: FIRE404 (Global Jackets)*** ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE409 for further details on this topic.*	2
FIRE410	**Equipment Maintenance** *Description: This class is designed for those personnel whose responsibilities include keeping track of equipment maintenance. This includes SCBA's, hoses, other general equipment and hydrants.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE410 for further details on this topic.*	2
FIRE411	**Vehicle Maintenance** *Description: This class is designed for those personnel whose primary responsibilities include keeping track of all fleet vehicles and apparatus. This will also cover scheduling maintenance in advance and showing how to pull reports to know when a vehicle is needed for maintenance.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE411 for further details on this topic.*	1

SAMPLE

Class Number	Title/Topic	Hours
FIRE412	**Station Activity and Misc. Modules** *Description: This class is designed for those personnel who currently log all activity associated with a station. This class may include miscellaneous modules, not otherwise covered, such as Inventory or Alerts.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE412for further details on this topic.*	2
FIRE413	**Training** *Description: Since Fire Departments often conduct in-house training on a weekly or daily basis, keeping track of all training records is very important. This class is designed for the Captains that record their company in-house training as well as for members of the department that are required to keep track of all training, both in-house and out of station.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE413 for further details on this topic.*	2
FIRE414	**Personnel** *Description: This class is designed for the administrative staff assigned to maintain personnel records of Fire Employees. Regardless if the agency is using another program, personnel are required to be entered, as well as their station and shift assignments maintained, in order for NFIRS and Scheduling and Reporting to work correctly.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE414 for further details on this topic.*	2
FIRE415	**Inquiry / Searches** *Description: This class is designed for personnel who have limited access to or have no need for any direct input into the software. Students attending are usually assigned to duties that need to retrieve information as requested or by need of a formal inquiry; but are not limited to this function. Any user may want to attend to get an overview of the software and the amount of information that is available* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE415 for further details on this topic.*	2

SAMPLE

Class Number	Title/Topic	Hours
FIRE416	**Standard Reports** *Description: This class focuses on the New World Systems standard reports that are provided with the FRMS software. The student will be introduced to the different reports available; their output; and how to print them.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE416 for further details on this topic.*	2
FIRE417	**Permits** *Description: This class covers the different types of fire permits (new construction, special use permit, remodeling, etc.) that a fire department may choose to issue.* ***Prerequisite: FIRE404 (Global Jackets)*** ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE417 for further details on this topic.*	1
FIRE450	**Data Analysis/Management Reporting** *Description: This class covers the New World Systems ad hoc reporting capability. It includes basic text reports, map reports and exported reports to different file types, such as excel. This class may be taught at any time, although 4-6 weeks post go-live is preferred to ensure the data returned reflects accurate and correct information for the agency.* ***Refer to the New World Systems detailed FRMS Lesson Plan #FIRE450 for further details on this topic.*	4

SAMPLE

Fire RMS End User Training Courses

Note: These are examples of how classes may be combined to create a course based on individual department needs. New World Systems' Application Specialist will work with the agency to create the agency specific courses.

Course: ***Basic Fire Officers Course***

Duration: One 25 -hour course

Audience: Captains and Fire Personnel responsible for writing and/or review fire incident reports, completing pre-plans and maintaining equipment maintenance records.

Instructor: Agency Certified New World Systems' Fire Records Trainers or New World Systems' Application Specialist

Classes Included: Class FIRE403/ FRMS Basic Windows Functionality; Class FIRE404 / Jackets; Class FIRE405 / Scheduling and Reporting; Class FIRE406 / Fire Incidents; Class FIRE408 / Pre-Plans; Class FIRE409 / Inspections; Class FIRE410 / Equipment Maintenance; Class FIRE411 / Vehicle Maintenance; Class FIRE412 / Station Activity; and Class FIRE413 / Training

Description: This course is designed for the end user who will be responsible for the day to day operations of the Fire Station. These responsibilities include: completing and/or reviewing NFIRS fire incident reports; completing pre-plan reports; accounting for personnel throughout the shift; keeping records of training that occurred during the shift; ensuring that all equipment is reviewed and checked for maintenance in a timely manner.

SAMPLE

Course: ***Basic Fire Records Overview and Introduction Course***

Prerequisite: Must take Class FIRE403 / FRMS Basic Windows Functionality and Class FIRE404 / Jackets, in that order, before any other class.

Duration: 6 total training hours

Audience: Both civilian and fire service members of the Fire Department that will want to view and understand the Fire Records Management Systems software.

Instructor: Agency Certified New World Systems' Fire Records Trainers or New World Systems' Application Specialist

Classes Included: Class FIRE403 / FRMS Basic Windows Functionality; FIRE404 / Jackets; and Class FIRE415 / Inquiry and Searches.

Description: This course is intended to give the fire personnel and any other group, the necessary skills to view and understand fire incident reports, pre-plan information, inspection information, maintenance information, and station activity.

Course: ***Administrative Personnel Training Course***

Prerequisite: Must take Class FIRE403 / FRMS Basic Windows Functionality before any other class.

Duration: 12 total training hours

Audience: All personnel responsible for retrieving data for reports and/or information.

Instructor: Agency Certified New World Systems' Fire Records Trainers or New World Systems' Application Specialist

Classes Included: Class FIRE403 / FRMS Basic Windows Functionality; FIRE404 / Jackets; and Class FIRE415 / Inquiry and Searches; Class FIRE416 / Standard Reports; and Class FIRE450 / Data Analysis and Mapping*

Description: This course is designed to give a non-entry user the information to navigate through the software, retrieve data as needed, run reports from New World Systems standard reports, as well as create custom text and mapping reports as required by the department.

*New World Systems will provide a trainer for the Data Analysis/Management Reporting class.

SAMPLE

Fire RMS Live Support

Live Support

The plan for Live Support is to have the student trainers, as well as members of the Fire RMS Build Team be the Subject Matter Experts (SME) for the software. They will be the first line of problem solvers during go live. New World Systems will have Application Specialists on site to assist the SMEs if there are questions or problems that they cannot resolve.

SAMPLE

Mobile Training Scope

The scope of this plan consists of a three-part approach, that is:

1. Train-the-Trainer
2. End User Training
3. Live Support

During the Train-the-Trainer (TTT) portion, if desired by the agency, New World will conduct a two-week training course that will instruct the students in the end user handling of Law Enforcement Records and Field-Based Reporting Software and prepare them for classroom instruction by virtue of successfully completing the course.

Once the TTT course is complete, the student trainers will be conducting in-house training as prescribed in the End User section. This training will be driven by the training needs assessment to be conducted by the Police Department.

The final stage is Live Support. Part of the responsibility of the student trainers will be to provide actual live support at the agency and/or their bureau assignments. A live support schedule will be determined by department management. Along with the in-house student trainers, New World will provide on-site live support during this transitional phase.

SAMPLE

Mobile Schedule

Train-the-Trainer

Basic Law Enforcement Field-Based Reporting Training Course

Duration: One 20 hour course per user

Training Type: Train-the-Trainer

 # Students: Maximum number of 10 students per instructor. One computer per student

Audience: Field Operations Bureau Personnel (including all specialized units such as Traffic, Marine, Tactical, and Mounted Units)

Instructor: Certified New World Systems Law Enforcement Records/Field-Based Reporting Student Trainers

Classes Included: Class 1 / Basic MSP Windows; Class 2 / Jackets; Class 3 / Field-Based Reporting; Class 6 / Inquiry and Searches; Class 4 / Merge Process.

Description: This course is designed for the end user who will be responsible for entering reports or approving reports within the New World Systems Field-Based Reporting System. The student will learn the basics of navigating through the RMS software, conducting searches, and understand how to interpret the information contained in the record. They will also learn how to find their case numbers to enter case reports, submit reports for review, and make corrections as needed or directed from their supervisor. The supervisor will learn how to approve or reject written reports within the software, sending the report over to the merge client for the merge process.

SAMPLE

Sample Schedule

Day	Date	Time	Activity
Monday		0800 – 1700	Train the Trainer / Week 1 Mobile Software Application
Tuesday		0800 – 1700	Train the Trainer / Week 1 Mobile Software Application
Wednesday		0800 – 1700	Train the Trainer / Week 1 Mobile Software Application
Thursday		0800 – 1700	Train the Trainer / Week 1 Mobile Software Application
Friday		0800 – 1700	Train the Trainer / Week 1 Teaching Assignments / Teaching Techniques
Sat / Sun			
Monday		0800-1700	Train the Trainer / Week 2 Teaching Techniques
Tuesday		0800-1700	Train the Trainer / Week 2 Preparation for Training
Wednesday		0800-1700	Train the Trainer / Week 2 Presentation of Assignments
Thursday		0800-1700	Train the Trainer / Week 2 Presentation of Assignments
Friday		0800-1700	Train the Trainer / Week 2 Wrap Up and Review

Mobile and Field-Based Reporting Train-the-Trainer	
	Student's Name
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SAMPLE

Mobile Training

End User Training – Classes and Training Courses

Below is a table that will used to create a tentative schedule for End User Training. This draft is dependent on approval from upper management of the agency.

Day	Date	Time	Activity
Monday		0800 – 1200 1300 – 1700	
Tuesday		0800 – 1200 1300 – 1700	
Wednesday		0800 – 1200 1300 – 1700	
Thursday		0800 – 1200 1300 – 1700	
Friday		0800 – 1200	

SAMPLE

Mobile End User Training Classes

Mobile Messaging Classes

The following is a list of classes that users from the agency may need to take in order to be proficient using the New World Systems Mobile Messaging software.

The "Hours" column represents the duration of each of the classes, if being presented in a classroom environment with a maximum of ten students allowed. If there are less than ten students, the hours may possibly be reduced accordingly.

Class Number	Title/Topic	Hours
MM501	**Mobile Messaging Administrative Training** *Description: This class covers the installation, configuration and on-going product/environment maintenance of the Mobile Messaging application.* *Note: This is not a typical classroom environment. Class size is limited to just those personnel who will be responsible for these functions. The actual class (training) is spread over several weeks of onsite support.*	6-8
MM502	**Mobile Messaging End User Training** *Description: This class is designed for those users that will be using the Mobile Messaging to: inquire local RMS/FRMS records; receive dispatched calls and updates; inquire on state/federal message switch; mapping functions; routing functions; unit status monitor; and understanding the AVL functionality as it relates to CAD.* **Note: Some of the above training will be dependent on the contracted configuration of Mobile Messaging.*	4

SAMPLE

Field-Based Reporting Classes

The following is a list of classes that users from the agency may need to take in order to be proficient using the New World Systems Field-Based Reporting software.

The "Hours" column represents the duration of each of the classes, if being presented in a classroom environment with a maximum of ten students allowed. If there are less than ten students, the hours may possibly be reduced accordingly.

Class Number	Title/Topic	Hours
FR601	**Field-Based Reporting Administrative Training** *Description: This class covers the installation, configuration and on-going product/environment maintenance of the Field-Based Reporting application.* **Note: This is not a typical class room environment. Class size is limited to just those personnel who will be responsible for these functions. The actual class (training) is spread over several weeks of on-site support.*	6-8
FR602	**Print Design Class** *Description: This highly technical class is designed to instruct the student on how to build a printed field report definition. Topics will include understanding the data fields captured by the Field-Based Reporting process and mapping them to the print design form.* **Note: Advance skills needed in Word, Excel, or other third party forms design tools, as well as a thorough understanding of form design. Advance computer skills (manipulating files and data) are required.*	16
FR603	**Field-Based Reporting End User Training** *Description: Designed for every officer who writes/submits reports for approval in your agency. The current configuration of Field-Based Reporting is done through a stand-along client at the station and not as a mobile environment in the units. The class covers: starting and/or editing a case report; importing information from New World Systems Records Management Incident module; checking the report for logic errors; submitting the report for approval; checking for rejected reports; completing of any additional reports forms as needed. In addition, supervisors attending this class will learn how to: check for reports ready for review; reject a report due to errors or policy related concerns; approve a report to the next level.* ***Refer to the New World Systems detailed Field-Based Reporting Lesson Plan #FR603 for further details on this topic.*	4-6

SAMPLE

Class Number	Title/Topic	Hours
FR604	**Merge Process** *Description: The group of personnel assigned to this class should be those have been assigned to the specific task of completing the merge process. At the end of the class, users will be able to recognize a full or partial merge failure; how to correct a partial merge failure; how to print out a report of any failures; learn when to submit the report back to the Field-Based Reporting process for either a re-approval (submitted) or a re-write by the author of the report (rejection).* ***Refer to the New World Systems detailed Field-Based Reporting Lesson Plan #FR604 for further details on this topic.*	4

SAMPLE

Mobile End User Training Courses

Course: ***Basic Law Enforcement Mobile Messaging***

Duration: One 2-4 hour course per user

 # Students: Maximum number of 10 students per instructor. Once computer per student

Audience: Field Operations Bureau Personnel (including all patrol and other specialized units such as Traffic, Marine, Tactical, and Mounted Units that would have access to Mobile Messaging).

Instructor: Certified New World Systems Law Enforcement Records/Field-Based Reporting Student Trainers

Classes Included: Class 1 / Basic MSP Windows; Class 2 / Jackets.

Description: This course is designed for the end user who will be responsible for making State/NCIC and system inquires. The student will learn the basics of navigating through the Mobile Messaging software, conducting searches, and understand how to interpret the information contained in the record. They will also learn how to inquire upon previous incidents, see other unit statuses (if allowed by permission).

Course: ***Field-Based Reporting Merge Process Training Course***

Prerequisite: Must take Class 1 / Basic MSP Windows and Class 2 / Jackets, in that order, before any other class.

Duration: 19 total training hours

 # Students: Maximum number of 10 students per instructor. Once computer per student

Audience: Those personnel identified as being responsible for completing the merge process

Instructor: Certified New World Systems Law Enforcement Records/Field-Based Reporting Student Trainers

Classes Included: Class 1 / Basic MSP Windows; Class 2 / Jackets; Class 3 / Field-Based Reporting; Class 4 / Basic RMS Entry – Incidents and Cases; Class 7 / Merge Process and Class 6 / Inquiry and Searches.

Description: This course will provide the necessary skills to successfully complete the merge process and have case and arrest reports transferred to the RMS software. They will be instructed on how to identify errors, send reports back for corrections, or reconcile the merge errors themselves, to ensure an accurate and complete report is residing on the RMS server.

SAMPLE

Mobile Live Support

Live Support

New World Systems will have Application Specialists on site to assist the users during their live environment for the first week. Hours will be determined by management's needs.

SAMPLE

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-126

File ID:	K-1213-126	**Type:**	Contract	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$1,997,875.00	**File Created:**	11/26/2012
File Name:	Contract No. K-1213-126			**Final Action:**	

Title: CONTRACT NO. K-1213-126: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SAIC ENERGY, ENVIRONMENT, AND INFRASTRUCTURE, INC., (SAIC) IN THE AMOUNT OF $1,997,875 FOR THE DESIGN OF LINDSEY STREET FROM 24TH AVENUE S.W. TO EAST OF BERRY ROAD AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-126 with SAIC Energy, Environment, and Infrastructure, Inc., in the amount of $1,997,875; and, if approved, authorize the execution thereof and appropriate $1,997,875 from the Capital Fund Balance (050-0000-253.20-00) to Project No. BP0189, Lindsey Street from 24th Avenue S.W. to east of Berry Road, Design (050-9552-431.62-01).

ACTION TAKEN: _____

Agenda Date: 12/18/2012

Agenda Number: 27

Attachments: Attachment A.pdf, Attachment B, Attachment C, Attachment D, K-1213-126

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-126

body

BACKGROUND: On November 22, 2011, the Norman City Council approved Programming Resolution No. R-1112-63 requesting federal funds for the Lindsey Street Improvements. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. Through the Association of Central Oklahoma Governments (ACOG,) the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the cost, up to $11.5 million, and administer the construction with the matching share from the City of Norman. In order to receive the federal funding, the City of Norman is required to enter into an agreement with ODOT to complete the design, acquire all necessary rights-of-way and relocate utilities and encroachments at 100% the City's cost.

On August 28, 2012, the citizens of Norman voted in favor of a Bond Election to finance the local share of eight

transportation/storm water improvement projects. Please see Attachment A for the list of the bond projects with their estimated cost. Attachment B is a map of the Bond Projects. One of the eight 2012 bond projects is Lindsey Street from 24th Avenue S.W. to 700 feet east of Berry Road. Attachment C is a map showing the project boundaries.

The roadway portion of the project includes transportation and aesthetic improvements to Lindsey Street. The Lindsey Street corridor between Interstate 35 and Berry Road is the most congested corridor in the Oklahoma City metropolitan area. This section of Lindsey Street has a traffic accident rate three (3) times the national average.

Proposed improvements for the roadway project include:

1. Widening Lindsey Street from 3 lanes to 5 lanes
2. New bridge over Imhoff Creek
3. Continuous sidewalks on both sides of the street
4. Access management to adjacent properties
5. Multi-modal improvements
6. Aesthetic enhancements including decorative pavement, landscaping, and roadway lighting
7. Underground utilities
8. Accessibility to disabled individuals

A conceptual rendering of the corridor is shown as Attachment D.

The storm water portion of the project addresses the flooding problems along West Lindsey Street, most notably at the Lindsey Street and McGee Drive intersection. The design will include conveying storm water from a 3.4 square mile watershed to an underground pipeline which will discharge directly to the Canadian River.

Construction of this project must be coordinated with the Lindsey Street/Interstate 35 Interchange Project that is currently scheduled by ODOT to begin in 2016. The remainder of the storm water project will need to be coordinated with ODOT's I-35 Bridge Project over the Canadian River and the I-35/State Highway 9 Interchange Project.

DISCUSSION: The Public Works Department prepared a request for proposals (RFP) to solicit the engineering services necessary to prepare plans, specifications and bid package, and to provide technical assistance throughout the design and construction of the Lindsey Street Project. Ten (10) proposals were received for the project. The Selection Committee included three (3) staff members consisting of Scott Sturtz, City Engineer; Angelo Lombardo, Transportation Engineer; John Clink, Capital Projects Manager and two (2) private citizens including George Raymond, Chief Construction Engineer for the Oklahoma Department of Transportation and Joe Sparks, owner of Legends Restaurant. The Selection Committee members independently scored each proposal on a point scale as defined in the request for proposal. Upon review of the proposals by the Selection Committee, four (4) firms were selected for interviews. The proposal by the SAIC/Poe and Associates team of Oklahoma City received the highest score from the Selection Committee based on the interviews, and therefore was chosen to begin negotiations for the engineering services.

The firm of Science Application International Corporation, Inc. (SAIC, Inc.) is a large multi-disciplinary professional services company with offices in 21 states. SAIC, Inc. is currently under contract with ODOT to design the I-35/Highway 9 interchange. Poe & Associates, a multi-disciplinary professional services company with offices in 2 states is designing the I-35/Lindsey Street Interchange and is the I-35 project coordinator for ODOT. Poe & Associates will serve as a sub-consultant to SAIC, Inc. Staff has negotiated a contract with the design team to provide the above-mentioned services for a contract amount not to exceed $1,997,875. This amount represents approximately 6.1% of the estimated project cost of $32,945,000, which is within industry standards for a project of this scope and magnitude. The contract is enclosed as Attachment E.

The attached engineering services contract is written in a "Cost Not to Exceed" format. If approved, only the City Council has authority to amend the contract in the future including any changes to the compensation. The contract services include:

- Surveying
- Geotechnical Study
- Hydraulic Study and Drainage Design
- Preliminary Design
- Final Design
- Public Meetings and Project Team Meetings
- As-Built Drawings

RECOMMENDATION NO. 1: City Council recently authorized the first sale of General Obligation Bonds for the 2012 Bond Program. Funds need to be appropriated from the sale of the bonds to the respective project account. Bond proceeds will be received on December 20, 2012. Staff recommends appropriating $1,997,875 from the Capital Fund Balance, (Account No. 050-0000-253.20-00) to the Capital Fund, Lindsey Street from 24th Avenue S.W. to 700 feet east of Berry Road (Account No. 050-9552-431.62-01) Project No. BP0189.

RECOMMENDATION NO. 2: Staff recommends approval of Contract No. K-1213-126, between the City of Norman and SAIC, Inc. for the design of the Lindsey Street Bond Project from 24th Avenue S.W. to 700 feet east of Berry Road.

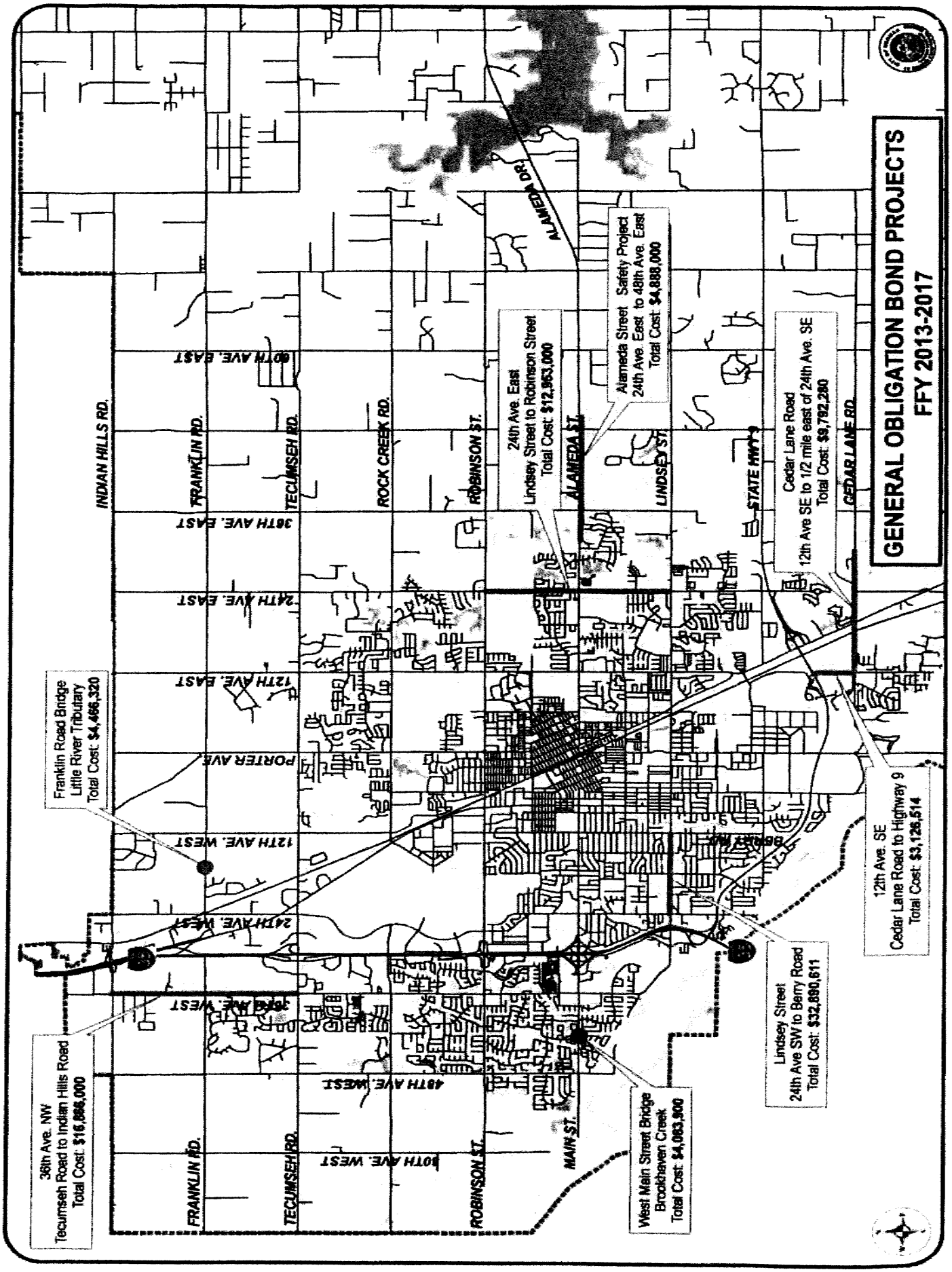
ATTACHMENT A
Contract No. K-1213-126

Infrastructure Projects General Obligation Bond Program (FFY 2013-2017)			
Projects	**Total Estimated Project Cost**	**City Share**	**Federal Share**
West Main Street Bridge	$ 4,138,407	$ 2,553,407	$ 1,585,000
Lindsey Street: 24th SW to Berry*	**32,945,118	**21,445,118	*11,500,000
Franklin Road Bridge	4,520,827	1,960,827	2,560,000
Cedar Lane-12th SE to ½ mi. 24th Ave	9,846,786	3,615,506	6,231,280
12th SE- Cedar Lane - Hwy 9	3,181,021	1,101,021	2,080,000
24th Ave SE - Lindsey - Robinson	13,007,507	5,177,107	7,830,400
36th NW - Tecumseh - Indian Hills	16,920,507	5,420,507	*11,500,000
East Alameda Street Project	4,942,507	1,301,507	3,641,000
GRAND TOTAL	**$ 89,502,680**	**$ 42,575,000**	**$ 46,927,680**
		(48%)	**(52%)**

* Leveraging of federal funds is limited for this project due to its high costs. The maximum City of Norman ACOG funding per year is $11.5 million.

** This cost includes $4,345,000 for storm water projects north of Lindsey Street along McGee Avenue and Wylie Road. It is a non-participating cost and must be paid 100% by the City of Norman.

Attachment B



Widens 1 mile of roadway from 3-lane to 5-lane
Major storm water improvements
Continuous public sidewalks and accessibility
Streetscape beautification
Access management
Replaces Imhoff Creek Bridge
Lindsey Street
From west of 24th Avenue SW to east of Berry Road
1 inch equals 800 feet
0 150 300 700 Feet
N
W
E
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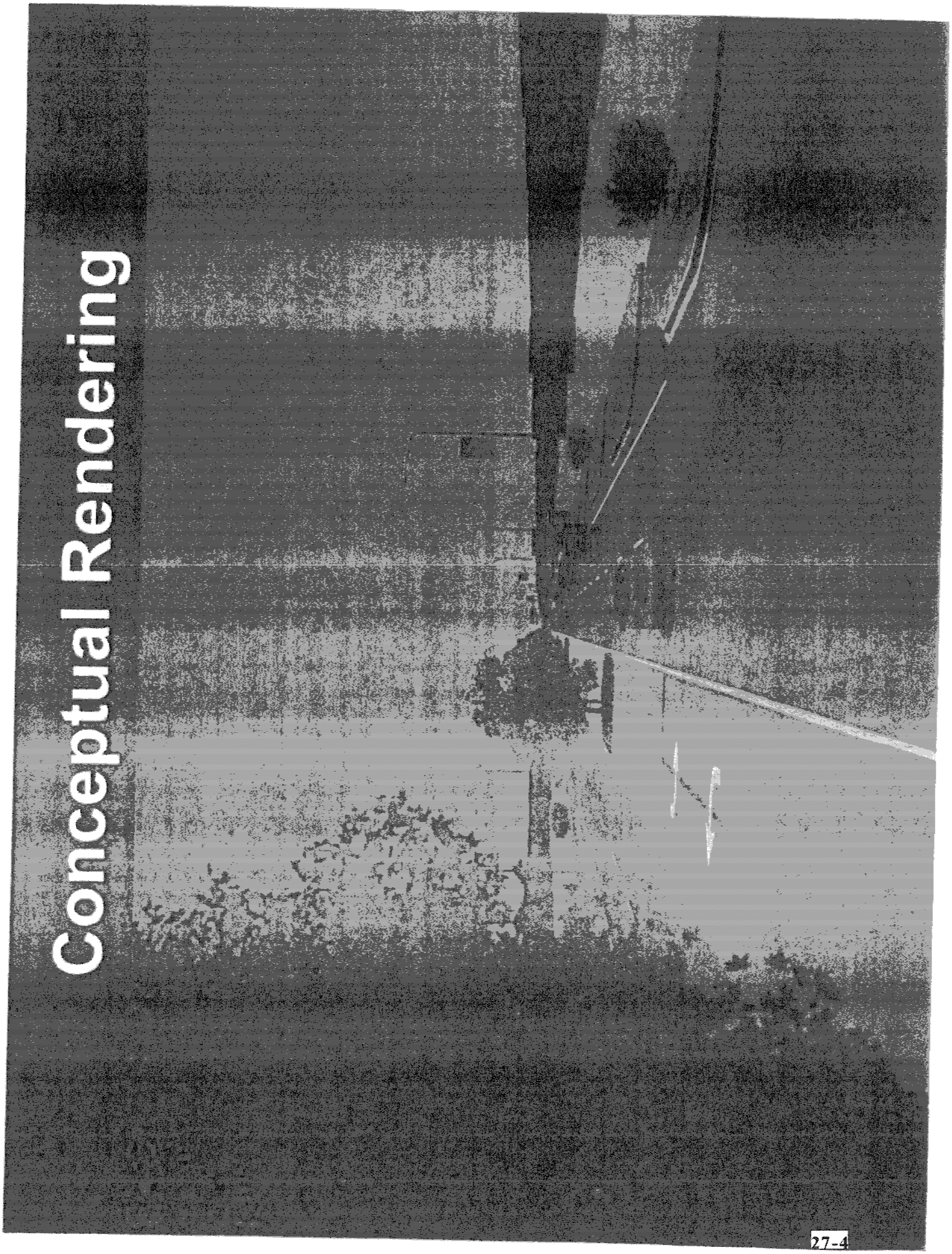
Attachment D



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and SAIC Energy, Environment & Infrastructure, LLC (SAIC or CONSULTANT) for the following reasons:

1. OWNER intends to construct improvements along LINDSEY STREET FROM 24TH AVENUE TO EAST OF BERRY ROAD (the Project); and,

2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,

3. CONSULTANT is prepared to provide the Services.
In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this Agreement shall be ___ day of _____, 201 2.

ARTICLE 2 - GOVERNING LAW
This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 -COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.
Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

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

Neither party are liable to the other for any special, indirect or consequential damages such as, but not limited to, loss of revenue, or loss of anticipated profits.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION AND SUSPENSION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

ARTICLE 16 - NOTICES

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

OWNER:

John R. Clink, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

SAIC:

Alan Soltani
Division VP
9400 N. Broadway, Suite 300
Oklahoma City, Oklahoma 73114

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

ARTICLE 17 - DISPUTES

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

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

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - INTEGRATION

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

ARTICLE 22 - SUCCESSORS AND ASSIGNS

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

ARTICLE 23 - ASSIGNMENT

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

ARTICLE 24 - NO THIRD PARTY RIGHTS

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

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

DATED this __th day of _____, 2012.

The City of Norman
(OWNER)

Signature _____

Name Cindy Rosenthal

Title Mayor

Date_____

Attest:

_____
City Clerk

SAIC Energy, Environment & Infrastructure, LLC (CONSULTANT)

Signature alan Soltani

Name Alan Soltani

Title SR Vice President

Date 11/28/12

Attest:

Donna M. [signature]
Asst. Secretary

SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC LIMITED LIABILITY COMPANY SEAL DELAWARE

Approved as to form and legality this 10 day of December 2012

_____
City Attorney

AGREEMENT

FOR

ENGINEERING SERVICES

ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS
LINDSEY STREET FROM 24th AVENUE TO EAST OF BERRY ROAD

SCOPE OF SERVICES

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT shall consist of data collection /survey, a storm drainage diversion system design, geotechnical investigations, traffic signal, signal interconnect, street widening improvements, bridge design and utility coordination along LINDSEY STREET FROM 24TH AVENUE TO EAST OF BERRY ROAD. It is expected that there will be at least two (2) construction contracts developed on this PROJECT. Included may be services and or construction contracts for engineering, right of way acquisition, utilities relocations, etc.

A.0 SCOPE OF SERVICES. The SERVICES to be performed by the ENGINEER under this AGREEMENT will consist of two (2) phases, as stated below. They are an early Storm Drainage Diversion project and the Lindsey Street Widening Project. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed.

The plans and right of way drawings shall be based upon the specific services addressed below.

Design Services include:

- Design of the Storm Drainage Diversion Plans.
  As stated above, the design plans and the deliverables were prepared in consideration of the two (2) major construction components due to the urgency of providing the design of the Proposed Storm Sewer Diversion System. These plans will need to coincide with ODOT's construction schedule for the I-35/SH 9 Interchange project. This Storm Sewer Diversion Project was developed as part of the City of Norman Storm Water Master Plan dated October, 2009. This design includes a large RCB storm drainage system that may need to be split into two project plan sets for ODOT and the City of Norman to include in separate construction bid lettings. ODOT could include a portion in their plans for construction as non-participating items under a Drainage Construction Agreement between ODOT and the City of Norman.
- Widen Lindsey Street to accommodate a five-lane section from 24th Avenue to Berry Road and transition to a two-lane section east of Imhoff Creek. Final configuration of typical section for roadway to include bike lanes shall be determined during design.
- ADA compliant sidewalks and ramps along both sides of Lindsey Street.

- Consolidate driveways where practical for better access management.
- Reconstruct driveways as far as necessary to provide vertical alignment, sight distance, ADA compliance, and drainage.
- New fully actuated traffic signal at the existing McGee Drive, and Berry Road Intersections.
- New signal interconnect along Lindsey Street from 24th Avenue to the end of project which is just east of Imhoff Creek.
- New signalized intersection(s) at Murphy Street and Wylie Road. Incorporate the Roadway modifications necessary to provide adequate capacity and safety; including sufficient storage and taper for left-turn lanes.
- Widen Lindsey Street to the east of Berry Road to include the construction of the new Imhoff Creek Bridge.

The Basic Services of the ENGINEER shall include, but are not necessarily limited to, the following tasks:

- Designate a representative to coordinate all information between ENGINEER and CITY.
- Document meetings conferences, coordination, etc., and send documentation to CITY within two (2) working days.
- Attend initial conferences and/or other meetings with the CITY, ODOT, other administrative and regulatory agencies, and the public.
- Perform necessary surveys, data collection, and geotechnical investigations for the PROJECT.
- Furnish engineering data, where necessary, for the coordination of the PROJECT with other local projects or with state or federal authorities.
- Prepare drawings in conformance with the drafting standards set forth in the ODOT Roadway Design Manual dated July 1992 or Oklahoma Department of Transportation requirements, as necessary. Drawings shall be 22" x 34" and 11"x 17" in size. Deliverables to include MicroStation format design files for the Drainage Outfall and Widening Plans and AutoCAD format design files for City of Norman Water and Sewer Relocation plans.

A.1 <u>Phase 1 PRELIMINARY DESIGN PHASE</u>. This portion of the study will be performed according to the article A.1.1.through A.1.12.

A.1.1 Design Survey

- Control Survey
  - Provide the City with a Letter of Entry for distribution to the Property Owners
  - Establish section corners and section lines.
  - Establish centerline of roadway and offsets of centerlines.
- Utility Surveys.
  - Contact utilities for necessary flagged locations or as built plans by each underground utility whose facilities may be involved.
  - Locate all flagged underground utility locations horizontally.

- Locate all above ground utility locations horizontally.

- Probe where possible and practical, and at regular intervals all underground utilities within the limits of the proposed construction. Pothole services will be contracted separately by the City of Norman. The ENGINEER will survey pothole locations as needed.
- Horizontal and Vertical Surveys;
  - Survey to include a total of 3.75 miles:
    - 1.25 mile on Lindsey Street from 24th street to Pickard,
    - 0.75 miles on McGee Drive
    - 0.25 miles of Murphy
    - 0.25 miles on Briggs Street from I-35 to 24th, Storm Sewer Outfall alignment
    - 0.5 miles from Briggs Street to S.H. 9, Storm Sewer Outfall Alignment
    - 0.5 miles on Wylie Road
    - 1800 feet total along Imhoff Creek channel, upstream and downstream from Lindsey Street.
  - All surveys are to tie into the applicable ground monuments. Monument data is to be shown on the plans.
  - Horizontal locations of all physical features within the project area that may interfere with construction or be located within the proposed right-of-way.
  - Full cross sections will be taken at 50-foot intervals and where possible will extend a minimum of 25 feet beyond the right-of-way limits.
  - Half sections will be taken along both edges of existing driveways.
  - Elevations will be taken for flow lines and tops of existing manholes and structures.
  - Elevations will be taken for existing surfaces that must be met or matched.

A.1.2 Geotechnical Investigation

- Provide field exploration, laboratory testing and a geotechnical engineering report for the roadway portion of the project. Geotechnical sub consultant to provide pavement design recommendation based on geotechnical engineering report.
- Provide field exploration, laboratory testing and a geotechnical engineering report for the bridge structure over Imhoff Creek. This is to include two boring at locations provided by the ENGINEER.

A.1.3 Drainage Diversion System/Imhoff Creek Design & Hydraulics

<u>Drainage Diversion system West of Wylie Road:</u>

- The RCBs will be sized to convey the flow generated from the 10-, 50-, and 100-year flood events and a construction cost comparison will be submitted to the City of Norman Staff for their selection.

- The selected RCB size will be designed to convey flow from approximately the corner of Camden Way and Rosedale Drive to the Canadian River. The Canadian River reach Upstream of the confluence of Imhoff Creek will be studied to determine the impact of the diverted flow to the river reach between the I-35 Bridge and the confluence of river With Imhoff Creek.
- The selected RCB will follow the general layout shown in the City of Norman Drainage Master Plan with minor changes on the west end of the project to accommodate Construction need and minimize cost.
- A drainage report for the design of the RCB will be prepared and submitted to the City of Norman for their records.

Drainage Diversion system East of Wylie Road:

- The conveyance system will be sized to convey the flow generated from the 10-, 50-, and 100-year flood events and a construction cost comparison will be submitted to the City of Norman Staff for their selection.
- The selected system will be designed to convey flow from approximately the corner of Wylie Road and Caddell Lane to Imhoff Creek.
- The drainage conveyance system will follow the general layout shown in the City of Norman Drainage Master Plan with minor changes ***if necessary*** and after approved by City of Norman staff to accommodate construction constraints and/or to minimize the construction costs.
- A drainage report for the design of the RCB will be prepared and submitted to the City of Norman for their records.

River Hydraulics for Imhoff Creek Bridge:

- A Hydraulic analysis for 2-, 5-, 10-, 25-, 50-, 100- and 500-year flood events will be performed to determine the most efficient and economically feasible bridge size for the Lindsey Street crossing of Imhoff Creek. A hydraulics report will be submitted to the City of Norman for their records. The scope will include one meeting to discuss the hydraulic study findings.
- If required, a Permit application for Oklahoma Water Resources Board will be developed so that the City of Norman can apply for an OWRB Floodplain permit.
- The bridge hydraulic design will consider the proposed natural improvement plan for Imhoff Creek as outlined in the City of Norman Greenway Master Plan and will accommodate items listed in the Greenway Master Plan.

River Hydraulics and Plans for Imhoff Creek Channel Improvements/404 Permit:

- The proposed Imhoff Creek Channel Improvements will be designed from Elmwood Drive located downstream of Lindsey to Madison Street located upstream of Lindsey Street. These limits represent approximately 1800 feet of channel length which also crosses Lindsey Street. The hydraulic study will include the new Lindsey Street Bridge. The hydraulic model,

calculations and documents will be provided to the City for submittal of the 404 Permit Application to the CORPS.

- 404 Permit Effort Limitations: As a part of this scope of services, SAIC will provide the design and plan preparation to obtain the USACE 404 Permit. However, the environmental assessment has not been completed for this portion of the project and any additional design work associated with the findings of that assessment is not included in this scope. These findings will directly affect the level of effort needed to address the possible mitigation needed to obtain the 404 Permit. The current scope does not include this effort, but SAIC can provide these additional services as a contract amendment after the level of effort is determined. It is assumed that ODOT will be responsible for the completion of all associated environmental work.

A.1.4 Traffic Operations & Multimodal Corridor

- Conduct average daily traffic and morning & evening peak hour traffic counts, vehicle classification data, pedestrian, bicycle and transit data at the existing three signalized intersections: Lindsey/24th Ave SW, Lindsey/McGee and Lindsey/Berry
- Traffic data will also be collected at the following intersections to develop and implement a potential Access Management Plan: Lindsey/Lindsey Drive,
- Lindsey/Murphy
- Lindsey/Crown Point
- Lindsey/Wylie
- Review traffic data to identify traffic patterns and demands at various driveways.
- Assist roadway and aesthetics team for multimodal elements including sidewalk & crosswalk placements, exclusive and shared bike lanes, and bus pullouts and sheltered stops.

A.1.5 Access Management Plan

- Develop an Access Management Plan with consolidated/retrofitted/relocated driveways based on traffic data, traffic demand and travel patterns at driveways.
- Perform traffic operational analysis along Lindsey Street for various alternatives including existing conditions, proposed conditions with five-lane and proposed conditions with five-lanes and iterations of proposed Access Management Plan recommendations. Data will be presented at the meetings with business owners for consensus.
- A maximum of two (2) meetings with the City Staff and five (5) meetings with the business owners have been assumed for fee estimation purposes. Scope of work includes preparation of all required exhibits and presentations.
- If significantly more meetings than this are required, they will be paid for as time and materials price per meeting.

A.1.6 Right-of-Way Requirements

- Determine if additional right-or-way is required.
- Designate location and amount of additional right-of-way if required.
- Investigate the possibilities of using temporary right-of-way in some work areas and side slope areas including areas to meet ADA requirements.
- Prepare a right-of-way map including all existing and statutory right-of-way and easements.
- Acquire certified ownership list / title search.

A.1.7 Prepare a written analysis that includes design requirements, necessary calculations, a cost effectiveness analysis on the best alternative to accomplish project goals, and a cost estimate.

A.1.8 Bridge over Imhoff Creek

- Assumed bridge width to accommodate three traffic lanes (12 feet each), two bike lanes (8 feet each), and two sidewalks (5 feet each); this is a total 54 feet clear roadway.
- Based on hydraulic studies a proposed bridge structure will developed into a General Plan and Elevation sheet (GP&E). Two bridge types will be considered as alternates. Alternate A: If the span required is less than 65' a pre-cast type bridge structure will be used. Alternate B: For span lengths 70' to 100', a single span Pre-stressed Concrete bridge is anticipated, with 3:1 headers and TR4 Traffic Rails. Alternate bridge design costs are shown as appropriate.

A.1.9 Construction Sequence

- Develop construction sequencing plans for the following scenarios,
    - Pre Lindsey Street Construction – RCB Storm Drainage Diversion System
    - Lindsey Street Utility Relocation and Roadway Drainage along Lindsey Street and north of Lindsey Street
    - Lindsey Street Widening and Improvements Project
    - Bridge Over Imhoff Creek

A.1.10 Design PRELIMINARY PLANS for the PROJECT - All plans are to be prepared in English units. Two sets of Preliminary plans are expected: 1) Drainage Outfall, 2) Lindsey Widening. PRELIMINARY PLANS shall include as a minimum:

- Cover Sheet indicating "Preliminary Plans"
- Summary Sheets for pay quantities and pay items notes, storm sewer design, and storm inlet design
- Drainage Maps
    - Typical Section Drawings

- Geometric Drawings
- Plan and Profile Drawings. Scale for plan sheets shall be approved by OWNER prior to plan preparation
- Sketch Plans for all special drainage structures, retaining walls, or other special items for the Project
- Traffic Signal Plans
- Bridge GP&E sheet
- Preliminary construction phase drawings indicating traffic patterns during construction but without signage, barrels, etc.
- Cross-section drawings showing existing ground lines with dashed lines and proposed ground lines with solid lines. Full cross-sections shall be shown at 50-foot intervals and half-sections shall be shown at each edge of all existing and proposed driveways and street returns.
- Additional written information such as calculations for drainage structure sizing, construction cost estimates, or other items pertinent to the PROJECT as requested by OWNER.

A.1.11 Meet with the CITY and ODOT to discuss PRELIMINARY PLANS.

- ENGINEER shall arrange and attend a Plan in Hand Review meeting with ODOT and the CITY.

A.1.12 Utility Relocation Coordination

- Existing Conditions Utility Sheets; ENGINEER shall prepare plan sheets showing all known and mapped utilities within the proposed right-of-way corridor. All utilities shown shall be color coded per the standard APWA utility color coding system.
- Utility Coordination Meeting; ENGINEER shall schedule a Utility Coordination Meeting with the OWNER and all utility companies to present and discuss the project and identify all conflicts with the utilities. Minutes of the meeting will be completed and sent to all meeting attendees. A daylong session that includes utility meetings of like utilities with separate morning and afternoon sessions are included in this task.
- Utility Relocation Plans;
    - Preparation of the Utility Relocation Plans for Private Utilities by ENGINEER on behalf of Utility Companies/ Agencies/ OU is not included in this agreement. Each utility company will provide relocation plans if a conflict exists.
    - ENGINEER shall request utility relocation plans from each affected utility. ENGINEER shall review, coordinate, de-conflict, and approve all utility relocations plans necessary for project construction. ENGINEER shall provide a set of "As-Planned" composite Utility Relocation Plans that will show the proposed relocations of all conflicted utilities within the limits of the project.
    - Transmit plan comments to utilities for corrections as necessary to obtain approval.

- Monitor progress of utilities in completing relocation plans and obtaining ODOT approval.
- Submit relocation plans to ODOT Resident Engineer for approval.

- Utility Clearance Letters; ENGINEER shall follow-up the Utility Coordination Meeting with all utility companies to secure a Utility Clearance Letter or a proposal for the relocation of the utility in conflict. Once the utility in conflict has been relocated, a Utility Clearance Letter from the utility company will be secured by ENGINEER. Copies of all the Utility Clearance Letters will be forwarded to the OWNER.

A.2 Phase 2 FINAL DESIGN PHASE: This portion of the study will be performed according to the articles A.2.1 through A.2.12

A.2.1 Traffic Control Plans - ENGINEER to provide phased construction plans to maintain traffic through the project during construction.

A.2.2 Traffic Signal Plans - ENGINEER to provide signal plans with decorative signal equipment for the two (2) existing intersections and two (2) proposed intersections.

A.2.3 Traffic Lighting Plans - ENGINEER to provide lighting plans with decorative lighting equipment for Lindsey Street from 24th Avenue SW to Berry Road.

A.2.4 Prepare information necessary for OWNER to acquire all necessary Local, State and Federal permits pertaining to Floodplains, Waterways, and Wetlands. This will include City of Norman Permits, section 404 permits from the Corps of Engineers, and the NPDES permit from EPA. Services to prepare LOMR/CLOMR documents will be added as needed under additional services with approval by the OWNER.

A.2.5 Miscellaneous Surveys.

- Provide staking of Right-of-Way parcels as requested by CITY for appraisals and purchases.
- Provide staking of baseline for utility relocations prior to construction. Control points will be set at the end of each leg of the project and at a maximum of 500-foot intervals along the construction reference line.
- Provide surveying of critical elevations, locations and other data as requested by CITY during construction of utility relocations.

A.2.6 Aesthetics/Irrigation/Landscape/Gateway Plans
The Aesthetic design will include the design effort based on the Lindsey Street Widening Concept Plan as follows:

- Conduct site visits as required to determine constraints and collect necessary data.
- Prepare a written analysis that includes design requirements, necessary calculations, and a cost estimate.
- Provide coordination with the lighting plans for decorative lighting equipment for Lindsey Street from 24th Avenue SW to Berry Road.
- Provide coordination with the multimodal elements including sidewalk & crosswalk placements, exclusive and shared bike lanes, and bus pullouts and sheltered stops.
- Provide specialty pavement design at the intersections of both Berry Road and 24th Avenue.
- Provide specialty pavement design at the bus stops.
- Provide planting and planting detail plans in accordance with City of Norman and ODOT requirements as well as decisions derived from public input.
- Provide irrigation and irrigation detail plans for 100 percent plant coverage and coordinated with the City of Norman.
- Prepare appropriate renderings which would include street cross sections and images of the intersections of both Berry Road and 24th Avenue and a typical bus stop location.

Additionally, the criteria for the Gateway feature(s) have not been identified but this scope will provide support to the City to help determine a design. This will include a conceptual drawing at 24th Ave. SW and Berry Road to present to city for approval. Design of any selected concept is not included in this scope but SAIC can provide a design scope and fee in a contract amendment.

A.2.7 Design FINAL PLANS for the PROJECT. Two separate construction contracts are anticipated. The first construction plan set shall include the Storm Sewer Outfall Structures. The second plan set shall include the roadway, roadway drainage structures, bridge, signals, lighting and aesthetics. FINAL PLANS shall include but not be limited to the following sheets:

- Cover Sheet and Location Map
- Typical Sections
- Geometry
- Joint Layout
- Drainage Map
- Drainage Summary
- Pay Quantities and Notes
- Roadway Summary
- Drainage Structure Summary of Computations
- Survey Control Data
- Elevation Control
- Sediment and Erosion Control and SWPPP
- Traffic Signals (2 existing & 2 proposed)
- Traffic Signal Interconnect details

- Traffic Control and Notes
- Special Structures
- Construction Sequencing
- Construction Traffic Control Plan
- Signing and Striping Plans
- Bridge Plans
- Lighting Plans
- Water & Sewer Relocation Plans (To be provided as part of Additional Services)
- Aesthetics/Irrigation/Landscape/Gateway Detail Plans
- Final Right of Way Plans
- Miscellaneous Details
- Cross Sections
- City of Norman Standards
- ODOT Standards

A.2.8 Meet with the CITY to discuss FINAL PLANS.

- ENGINEER shall set up final plan review with ODOT and the CITY.

A.2.9 Website / IT Management

- SAIC will provide support with exhibits, drawings and other documents for use by the City on their project web site.

A.2.10 Construction Assistance

- Engineer shall attend a pre-construction conference with the City of Norman and ODOT.
- Engineer shall be available to provide clarification for the contractor and ODOT concerning the construction documents during construction and if necessary visit the site to resolve related issues.
- Engineer shall attend a final inspection meeting with the City of Norman and ODOT and advise the City as to any defects or omissions from the approved construction documents.
- Engineer shall provide the City a set of as-built construction documents at the conclusion of construction based on a visual inspection, ODOT inspection records and limited field survey.

A.2.11 Provide the CITY with the following sets of plans:

- Plan sets will follow the ODOT standard submittal process for number of sets and size plan sheets unless otherwise directed. Also in accordance with ODOT criteria, the plans will be designed using Microstation. Utility coordination sets will be provided in AutoCAD format as needed. A reasonable number of in-progress hard copies will be provided as requested.

1. STORM DRAINAGE DIVERSION PLANS
2. ROADWAY, ROADWAY DRAINAGE, BRIDGE, LIGHTING, AESTHETICS, TRAFFIC SIGNAL PLANS RIGHT OF WAY PLANS.
3. SPECIAL PROVISIONS

A.2.12 Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A.2.13 Public Participation

- Attend initial conferences with CITY and other administrative and regulatory agencies, including the Oklahoma Department of Transportation (ODOT), and utility companies, to review PROJECT requirements and discuss scheduling of the PROJECT.
- Attend other meetings with CITY and other administrative and regulatory agencies, including ODOT and utility companies as necessary. Meetings with the CITY to review plans and reports shall be held at the City of Norman offices or ODOT.
- Attend public meetings for the PROJECT.

A.3 Additional Services: "Requiring OWNER's Authorization in Advance

The consultant as requested by the City can provide the following additional services with the scope and associated fees being negotiated as an amendment to this contract:

- Utility Relocation Plans for City owned water and sewer utilities will be prepared by the ENGINEER. This includes relocations along Lindsey Street from 24th Street to Pickard Road and crossing conflicts. This will also include any crossing conflicts along the storm sewer outfall alignment.
- Bidding Phase Services (City Utility Relocations Only)
  - After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:
  - Assist OWNER in advertising for and obtaining bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
  - Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  - Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

- Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- The Bidding Phase will be considered complete upon commencement of the Construction Phase.

- Construction Phase Services (City Utility Relocations Only). Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:
  - Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  - Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
  - Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
  - Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of this Exhibit A.
- Right-of-way Acquisition Services.
- FEMA Map Revision including CLOMR/LOMR
- Gateway Feature(s) design determined during Aesthetics study
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Article A.4 Responsibilities of the CITY.
- Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ATTACHMENT B

ANTICIPATED SCHEDULE

City of Norman

Cleveland County, Oklahoma

LINDSEY STREET - 24th Ave. SW to East of Berry Road

Key
- Duration of Time
- Event
- XXXXX Other Events
- Stakeholder Meetings[1]

Project Schedule in Months

Description	Duration	Year 1			Year 2												Year 3									
		10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10
Notice to Proceed -	1d																									
Kickoff Meeting	1d																									
Data Gathering and Coordination w/ODOT	2m																									
Survey	3m																									
Hydraulic Study- Drainage Design	3m																									
City Review/Approval of Hydraulic Study	2w																									
Preliminary Design[2]	4m																									
Presentation of Aesthetics to City	1d																									
Workshops/Charrette[3]	1m																									
Revised Preliminary Plans (30%)	1m																									
Plan-in-Hand Field Meeting (30%)	1d																									
Geotech Investigation	1m																									
ROW/Utility Plans (60%)	5m																									
Utility Relocation Coordination	7m																									
Right-of -Way Plans	3m																									
Right-of -Way/Utility Meeting (60%)	1d																									
90% Plans	4m																									
Final Plan Field Review Meeting	2m																									
City Partial Utility Relocation Plans[4]	2m													XXXXXXXXXXXXXX												
Final Document Revisions (PS&E)	2m																									
Construction Plan Submittal	1d																									
Right-of -Way Acquisition/Utility Relocates	8m																	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX									

Note:

1. All Stakeholder meetings will include project and progress updates to City Staff and City Council.
2. Preliminary design includes development of aesthetic concepts and 30% Plans.
3. Workshops will include presentation of Aesthetics and Gateway Concepts to the Stakeholders, City Staff and/or City Council.
4. City Water and/or Sewer Relocation Plan Development, if required.

LINDSEY STREET FROM 24th AVENUE TO EAST OF BERRY ROAD

COMPENSATION

ATTACHMENT C

Task 1 Survey and Geotechnical Study	$	263,625
· Survey		
· Geotechnical Investigation - Terracon		
Task 2 Hydraulic Study and Drainage Diversion Design	$	446,750
· Drainage Diversion Design & Hydraulic Analysis		
· Imhoff Creek Channel Improvements		
· CLOMR/LOMR (TBD)		
Task 3 Preliminary Design	$	435,500
· Traffic Study / Access Management		
· Roadway Preliminary		
· Utility Coordination		
· Construction Sequence		
· Right-of-Way Plans - DTM, PLLC		
Task 4 Final Design	$	692,500
· Traffic Signals		
· Traffic Lighting		
· Roadway Final		
· Aesthetics/Irrigation/Landscape/Gateway		
· Traffic Control		
Task 5 Meetings and Web Support	$	71,500
· Meetings with City Staff/ODOT/ City Council/Stakeholders		
· Public Participation		
· Website / IT Management		
Task 6 As Builts	$	20,000
· Record Drawings		
TOTAL BASE FEE	**$**	**1,929,875**
Bridge Alternate: TBD after Hydraulic Analysis		
o Alternate #1 Precast Bridge	$	10,500
o Alternate #2 Single Span Bridge	$	68,000
TOTAL BASE FEE Plus Alt #1	**$**	**1,940,375**
TOTAL BASE FEE Plus Alt #2	**$**	**1,997,875**

Notes:

TBD = To Be Determined

-Water and Sanitary Sewer Relocation (TBD)

-Bridge Alternate to be determined based on hydraulics study of Imhoff Creek.

The consultant shall invoice the City for services rendered based on a percentage of each task completed.

LINDSEY STREET FROM 24th AVENUE TO EAST OF BERRY ROAD

OWNER RESPONSIBILITIES

ATTACHMENT D

A.4 Responsibilities of the CITY. The CITY agrees to provide the following,

A.4.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:

Records, reports, studies, plans, atlas sheets, drawings, and other data available in the files of the CITY which may be useful in the work involved under this AGREEMENT.

A.4.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.

A.4.3 Staff Assistance. To furnish the services of at least one of CITY'S employees or staff who has right of entry to, and who has knowledge of, CITY'S facilities relating to this Project.

A.4.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

A.4.5 Property Acquisition Services