

Payne County Board of Commissioners
Regular Meeting, November 29, 2016, 9:00 a.m.
Payne County Administration Building; 315 W. 6th Avenue
Gloria Hesser Commissioners' Meeting Room, Suite 200/201

AGENDA

- I. Meeting called to order by Chairman
- II Invocation and Flag Salute
- III. Minutes
 - A. Approval of November 21, 2016
- IV. Miscellaneous items from the Audience (no action will be taken)
- V. Discussion and Possible Action on Bid Openings- 9:30 A.M.
- VI. Discussion and Possible Action on Evaluations

- VII. Discussion and Possible Action on Reports from Officers and Boards
 - A. Contract with Guy Engineering Coyle Rd Rehabilitation - D3
 - B. Contract with Brown Engineering Sewer Line Expo Center Area
 - C. Request for Traffic Control Signs
 - D. Ingress and Egress Agreements
 - E. Removal of Equipment Items from Inventory
 - F. Appointment of Requisitioning and Receiving Officers

- VIII. Discussion and Possible Action on Financials
 - A. Cash Appropriations
 - B. Transfer of Appropriations
 - C. Purchase Orders: List of the purchase orders will be available at the meeting, or from the County Clerk
 - 1. New
 - 2. Blanket
 - 3. Tabled
 - 4. Disallowed
 - 5. Payroll/Longevity
 - D. Monthly Reports of Officers

- IX. Discussion and Possible Action on
 - A. Telephone and Utility Permits
 - B. Road Crossing

- X. Public Announcements from the Board (no action will be taken)

- XI. New Business
- XII. Adjournment

PAYNE COUNTY
GLENNA CRAIG
COUNTY CLERK

2016 NOV 29 3 32

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between Payne County in the State of Oklahoma, hereinafter referred to as COUNTY, and Guy Engineering Services, Inc., hereinafter referred to as ENGINEER or CONSULTANT or CONTRACTOR;

WITNESSETH:

WHEREAS, COUNTY plans to improve Coyle Road from SH-33 north to SH-51 therefore referred to as the PROJECT; and

WHEREAS, the COUNTY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES; and

WHEREAS, funding is available for the payment of the ENGINEER for providing the SERVICES under this AGREEMENT.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER: ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION: The COUNTY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 TIME FOR COMPLETION: The ENGINEER shall provide the necessary SERVICES and complete all work required for each phase of the PROJECT within the times stated in Attachment E, TIME FOR COMPLETION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 5.0 STANDARD OF PERFORMANCE: The ENGINEER shall perform the SERVICES in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of a Professional Engineer licensed in the State of Oklahoma,

and properly qualified to perform such engineering services, which qualification shall be subject to review by COUNTY. The ENGINEER shall have the obligation to the COUNTY to perform in accordance with the foregoing standard, but no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or to the suitability of ENGINEER'S work product for a particular use.

6.0 LIMITATIONS OF RESPONSIBILITY: ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE:

7.1 Because the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of the probable cost of the PROJECT as set forth herein are to be made on the basis of his experience and qualification. Such opinions represent his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the proposals, bids or actual construction costs will not vary from the opinions of probable cost prepared by him.

7.2 Because the ENGINEER has no control over the resources provided by others to meet construction contract schedules, the ENGINEER'S opinion of the probable construction schedule for the PROJECT is to be made on the basis of his experience and qualifications. Such opinion represents his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the construction schedule will not vary from the opinion prepared by him.

8.0 LIABILITY AND INDEMNIFICATION:

8.1 The ENGINEER shall indemnify the COUNTY from and against legal liability for damages arising out of the performance of the SERVICES for the COUNTY including, but not limited to, any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any employee, sub-consultants or agents for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the COUNTY or any other contractor of the COUNTY.

8.2 The ENGINEER shall not be liable to the COUNTY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

9.0 COMPLIANCE WITH LAWS:

9.1 In performance of the SERVICES, the ENGINEER will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ENGINEER shall procure the permits, certificates, and

licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

9.2 The ENGINEER shall take steps within its authority to verify the project is in compliance with the United States Department of Justice guidelines for Title II and III of the Americans with Disabilities Act. It is understood that the program of the ENGINEER is not a program or activity of the COUNTY. The ENGINEER agrees that its program or activity will comply with the requirements of the Americans with Disabilities Act. Any cost of such compliance will be the responsibility of the ENGINEER.

10.0 INSURANCE:

10.1 During the performance of the SERVICES under this AGREEMENT, the ENGINEER shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

10.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

10.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

10.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the PROJECT by the COUNTY.

10.2 The ENGINEER shall furnish to the COUNTY certificates of insurance showing he is carrying insurance in at least the specified minimum amounts. Said certificates shall further provide that said insurance will not be cancelled by the Insurer without the Insurer first giving the COUNTY thirty (30) days written notice of cancellation.

11.0 COUNTY'S RESPONSIBILITIES: The COUNTY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE COUNTY, which is attached hereto and incorporated by reference as part of this agreement.

12.0 OWNERSHIP AND REUSE OF DOCUMENTS:

12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the COUNTY.

12.2 The COUNTY'S use of such documents other than the specific purpose for which they were intended without written verification or adaptation by ENGINEER shall be at COUNTY'S risk and responsibility.

13.0 TERMINATION OF CONTRACT:

13.1 At any time prior to completion of all SERVICES under this AGREEMENT and in the event of substantial failure by one party to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party, the terminating party may terminate this AGREEMENT by giving written notice by registered mail at least fifteen days prior to the effective date of termination.

13.2 The COUNTY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for COUNTY'S convenience by giving written notice to ENGINEER. In the event of termination or suspension of the AGREEMENT for COUNTY'S convenience, COUNTY shall make prompt payment to the ENGINEER for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION. Upon receipt of written notice by the ENGINEER to resume the SERVICES under this AGREEMENT, compensation shall continue in accordance with Attachment D, COMPENSATION.

14.0 NOTICE:

14.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be considered properly made if personally delivered in writing or if delivered by the United States Postal Service, postage prepaid, to the address specified below.

14.1.1 To ENGINEER: GUY Engineering Services, Inc.
10759 E. Admiral Pl.
Tulsa, OK 74116

14.1.2 To COUNTY: Payne County Commission
315 W. 6th, Ste. 203
Stillwater, OK 74074

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and COUNTY.

15.0 UNCONTROLLED FORCES: Neither the COUNTY nor ENGINEER shall be considered to be in default of this AGREEMENT if failures or delay of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance or sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either COUNTY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

- 16.0 SEVERABILITY: If any portion of the AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this AGREEMENT shall remain in full force and effect.
- 17.0 INTEGRATION AND MODIFICATION: This AGREEMENT includes Attachments A, B, C, D, E and F represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES contained herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 18.0 ASSIGNMENT:
- 18.1 The ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT to another party, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.2 It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the County Engineer and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the COUNTY and will be available for public hearings and/or County Commission presentations as mutually agreed.
- 18.3 DISPUTE RESOLUTION PROCEDURE: In the event of a dispute between the ENGINEER and the COUNTY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the County Engineer for resolution. If the County Engineer is unable to resolve the dispute, the matter may be referred to the County Commission for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates noted herein, said AGREEMENT to be effective on the date executed by the Chairman of the Board of County Commissioners.

ATTEST: (SEAL)

PAYNE COUNTY, OKLAHOMA
Board of County Commissioners

County Clerk

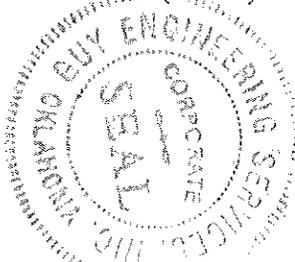
Chairman

APPROVED AS TO FORM:

Assistant District Attorney

ATTEST: (SEAL)

GUY ENGINEERING SERVICES, INC.



 11/22/2016
John E. Blickensderfer, President

State of Oklahoma)
)ss
County of Payne)

Subscribed and sworn to before me on the 22nd day of November, 2016.

My Commission Expires:

July 19, 2019

Megan Douglas
Notary Public



ATTACHMENT A

SCOPE OF PROJECT

- 1.1 The Scope of Project shall include the design of the rehabilitation of Coyle Road (N3240 Road), beginning north of the intersection with SH-33, then northerly approximately 9.0 miles to SH-51. The road is to remain open to traffic during construction, with traffic control for safety.

ATTACHMENT B
SCOPE OF SERVICES

SECTION 1: PURPOSE

- 1.1 The purpose is to provide rehabilitation to Coyle Road as well as patching areas with pavement and/or base failures to add to the structural integrity and longevity of this corridor of roadway. The project beginning is located approximately 1.0 mile north of the Town of Coyle. It is approximately 9.0 miles in length, beginning on Coyle Road (N3240 Road), at the north shoulder of SH-33, then northerly approximately 9.0 miles to the south shoulder of SH-51.

SECTION 2: SCOPE

- 2.1 The project is approximately 9.0 miles long along Coyle Road (N3240 Road) extending from SH-33 to SH-51.
- 2.2 Survey and Mapping – Survey and mapping are not included in this scope of work but may be added with a supplement.
- 2.3 Environmental Studies – Environmental studies are not included in this scope of work and are the responsibility of the COUNTY.
- 2.4 Geotechnical Studies – Geotechnical work shall be performed in accordance with the State of Oklahoma County Highway System Design Guidelines Manual 2013 Chapter 13, Geotechnical Investigations for Roadway Design except as specifically indicated otherwise per this scope of work. See Geotechnical Scope of Work attached.
- 2.4.1 Roadway – Pavement coring and subgrade borings will be taken at 5 borings per mile, or 45 borings total.
- 2.4.2 Bridge – No borings will be taken.
- 2.4.3 Traffic Control – Traffic control for geotechnical investigations is not included in this scope of services; however, these services may be added at a later date by supplement.
- 2.5 Roadway Design
- 2.5.1 The proposed horizontal alignment will follow the existing alignment. No adjustments will be made to the vertical profile. The 2009 ODOT Construction Specifications will be used. This project will be designed under rehabilitation criteria (3R).

2.5.2 Roadway Plans – Prepare roadway plans for 9.0 miles of overlay. Horizontal and vertical alignments will match existing. Detailed construction plans shall meet ODOT's standards for plan submittal. Roadway plans will include, but not be limited to:

- Title sheet
- Typical sections
- Summary of pay quantities and notes
- Roadway detail sheets as required
- Plan sheets

Included services to prepare roadway plans are as follows:

- Project coordination with sub-consultants
- Site visits
- Prepare preliminary roadway plans and cost estimate
- Evaluate options to reduce costs
- Finalize roadway plans and detailed cost estimate
- Assist in development of bid documents

2.5.3 No drainage design or analysis is included in this scope of work. No ditch work or improvement to drainage structures is included. No ditching and no grading included in these plans. No 404 permitting is anticipated and is not included in this scope of work. Drainage design including structure replacements and/or extensions may be added with a supplement.

2.6 Bridge Design – Bridge design is not included in this scope of services.

2.7 Traffic Engineering – Local traffic to be maintained at all times during construction.

2.8 Right of Way Documents – Right-of-way documents are not included in the scope of services; however, these services may be added at a later date by supplement.

2.9 Right of Way Staking – Staking of right-of-way and centerline of construction are not included in the scope of services; however, these services may be added at a later date by supplement.

2.10 Right of Way Acquisition – Right-of-way acquisition is not included in the scope of services; however, these services may be added at a later date by supplement.

2.11 Utility Relocation Management – Utility Relocation Management Services are not included in the scope of services; however, these services may be added at a later date by supplement.

2.12 Bid Documents – Assist COUNTY with bidding process including:

2.12.1 Develop bid notice

2.12.2 Develop bid schedule

2.12.3 Attend pre-bid meeting & provide minutes

2.12.4 Evaluate bid opening

2.12.5 This scope of work is for producing bid documents for one project phase, bid documents for additional phases can be produced for an additional fee as described in Attachment D.

ATTACHMENT C

RESPONSIBILITIES OF THE COUNTY

- C.0. RESPONSIBILITIES OF THE COUNTY: THE COUNTY shall provide the information and services as provided herein in a manner that causes no undue delays in the performance of the SERVICES by the ENGINEER.
- C.1. INFORMATION: The COUNTY shall furnish, as requested and required by the ENGINEER and at no expense to the ENGINEER, information relative to the design and construction of the PROJECT.
1. Records, reports, studies, plans, drawings, traffic counts, and any other data available in the files of the COUNTY which may be useful in the work involved under this AGREEMENT.
 2. Standard drawings, contract documents and specifications.
- C.2. ACCESS: The COUNTY shall furnish and make all provisions for the ENGINEER to enter upon public or private property as required for the ENGINEER to perform his services under this AGREEMENT.
- C.3. STAFF ASSISTANCE: The COUNTY shall designate in writing one person to act as its representative with respect to the SERVICES to be provided under this AGREEMENT and such person shall have complete authority to transmit instructions, receive information and interpret and define COUNTY policies and decisions with respect to materials, equipment and systems pertinent to the SERVICES covered by this AGREEMENT. Additional staff assistance may be provided as necessary to assist and expedite the PROJECT in those areas outside of the ENGINEER's areas of responsibility, to specifically include:
1. Furnish legal assistance as required in the preparation, review and approval of construction documents.
 2. Furnish staff assistance to coordinate with the utility companies in locating, exposing and relocating existing utilities and/or their proposed future extensions.
- C.4. DOCUMENT REVIEW: The COUNTY shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and the COUNTY shall render in writing all decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

ATTACHMENT D

COMPENSATION OF THE ENGINEER

D. COMPENSATION: The COUNTY agrees to pay, as compensation for services set forth in Attachment B, for items described in paragraph D.1. as authorized by the County. The fee shall be payable monthly as the work progresses and within 30 calendar days of the receipt of the ENGINEER'S invoice. ENGINEER shall submit monthly invoices based on services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the COUNTY may require in substantiation of the amount billed.

D.1 FEES FOR BASIC SERVICES:

Engineering Design	\$ 18,580.00	Lump Sum
Geotechnical Services	\$ 18,800.00	Lump Sum
Bid Documents (Per Phase)	<u>\$ 2,500.00</u>	Lump Sum
TOTAL CONTRACT	\$ 39,880.00	Lump Sum

D.2 SCHEDULE OF RATES: At the request of the COUNTY, the ENGINEER will negotiate fees for any additional work not covered by this AGREEMENT, which may be required by the COUNTY. Alternatively, additional work will be performed at the written request of the COUNTY based on the hourly rates contained in Attachment F, B3. Rates are subject to change on the first day of January and July of each calendar year. Rates to be charged shall be the rates in effect at the time such services are requested and approved.

Additional services will be billed at standard hourly rates or at an agreed-upon fixed fee. Additional services include any items defined as such or any other services required as a result of major changes in project scope. The hourly rates will be used for any authorized additional services.

ATTACHMENT E

TIME FOR COMPLETION

- E. TIME FOR COMPLETION: It is understood and agreed that the date of beginning, rate of progress and the time of completion of the SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of this AGREEMENT by the COUNTY. The ENGINEER agrees to provide the services for each phase of the PROJECTS as stated in ATTACHMENT B of this AGREEMENT within the times stated herein.
- E.1 COMPLETE GEOTECHNICAL INVESTIGATIONS: The ENGINEER shall complete those SERVICES provided in ATTACHMENT B within 45 calendar days upon execution of this agreement by the county.
- E.2 COMPLETE PRELIMINARY DESIGN PHASE: The ENGINEER shall complete those SERVICES provided in ATTACHMENT B within 30 calendar days upon receiving geotechnical report.
- E.3 FINAL DESIGN PHASE: The ENGINEER shall complete the SERVICES provided in ATTACHMENT B within 45 calendar days upon completing the plan-in-hand meeting.
- E.4 BID ADVERTISEMENT PHASE: The ENGINEER shall complete those SERVICES provided in ATTACHMENT B, within 45 calendar days upon completing final design plans.

ATTACHMENT F
B1 & B3 Forms
B1
Key Personnel
Guy Engineering Services, Inc.

Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address	Key Personnel Classification	Performance Characteristics (Job Description)	Primary Location Where Work Will Be Completed (Physical Address)
John Blickensderfer 918.437.0282 phone 918.437.0455 fax 918.381.0838 cell John-B@guyengr.com	Principal Engineer	General management and project QA/QC	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
Britt Simmons 918.437.0282 phone 918.437.0455 fax 918.607-4993 cell Britt@guyengr.com	Sr. Structural Engineer	Project Management, structural design, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
John Worman 918.437.0282 phone 918.437.0455 fax 816.728.8053 cell JohnW@guyengr.com	Sr. PE II	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
Russell Dixon 918.437.0282 phone 918.437.0455 fax Russell@guyengr.com	Sr. PE II	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
Rob Haskins 918.437.0282 phone 918.437.0455 fax 918.636.2609 cell Rob@guyengr.com	Sr. PE I	Project Management, Utilities/Water Design, QA/QC, estimating	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
Aaron Peck 918.437.0282 phone 918.437.0455 fax 918.808.6547 cell Aaron@guyengr.com	Sr. PE I	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
Rebecca Alvarez 918.437.0282 918.437.0455 fax 918.520.7256 cell Rebecca@guyengr.com	Sr. PE I	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116
Ryan Bellatti 405.608.4217 918.437.0455 fax 405.612.0030 cell Ryan-B@guyengr.com	PE II	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 1741 W. 33 rd St., Suite 110 Edmond, OK 73013
Dustin McNally 918.437.0282 phone 918.437.0455 fax 918.693.7786 cell Dustin@guyengr.com	Survey Manager	Survey management, manages schedule, production oversight, survey and land record data collection, QA/QC	Guy Engineering Services, Inc. 10759 E. Admiral Place Tulsa, OK 74116

B3
Oklahoma Department Of Transportation
Approved Hourly And Overhead Rates
Effective through June 30, 2017
Guy Engineering Services, Inc.

Personnel Classification	Average Hourly Wage Rate	Approved Rate Multiplier	Approved Hourly Rate
Principal Engineer	68.89	2.8506	196.39
Sr Structural Engineer	68.38	2.8506	194.93
Sr PE II	62.06	2.8506	176.92
Sr PE I	46.18	2.8506	131.65
Structural PE I	40.85	2.8506	116.45
PE II	40.09	2.8506	114.28
PE I	33.43	2.8506	95.31
Engineer Intern II	30.39	2.8506	86.64
Engineer Intern I	27.56	2.8506	78.57
Engineer Tech II	30.10	2.8506	85.80
Engineer Tech I	27.81	2.8506	79.28
CAD Manager	30.90	2.8506	88.09
CAD Tech II	25.96	2.8506	74.01
CAD Tech I	18.82	2.8506	53.65
Field Data Collector	20.19	2.8506	57.56
Survey Manager	45.46	2.8506	129.60
Survey, LSI II	28.45	2.8506	81.10
Survey, LSI I	22.41	2.8506	63.89
Survey Tech III	31.16	2.8506	88.83
Survey Tech II	26.78	2.8506	76.34
Survey Crew Chief	24.99	2.8506	71.24
Survey Data Collection Tech	19.06	2.8506	54.34
Utilities Coordinator	26.48	2.8506	75.48
Utilities Inspector	26.78	2.8506	76.34
Project Management Coordinator	24.83	2.8506	70.79
Administrative Assistant	19.32	2.8506	55.09
Accounting Manager	34.51	2.8506	98.39
Business Development / Marketing Coord.	26.40	2.8506	72.27
Contract Data Analyst	23.78	2.8506	67.80
Office Coordinator	23.18	2.8506	66.08
Office Manager	33.87	2.8506	96.56
Mileage & Travel Exp. (Lodging, Per Diem)	At current government rate		
Miscellaneous Project Expenses	At Cost		

OKLAHOMA DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT DIVISION CONSULTANT DESIGN COST PROPOSAL

N/A PROJECT NO. N/A JOB PIECE NO. N/A
 Payne D3 CITY N/A COUNTY RD. NO. NS3240

Y ENGINEERING SERVICES, INC.

ay of approximately 9.0 miles of Coyle Road (NS3240) Road from SH33 to SH51.

Labor Description	LOADED HOURLY RATES by Labor Category										Sub-Task	Task	Activity	Cost
	Principal Engineer	SR Str. Engineer	SR PE I	PE II	PE I	Engineer Intern II	Engineer Intern I	Engineer Tech II	Engineer Tech I	Admin Asslt				
Loaded Hourly Labor Rate	\$196.39	\$194.93	\$131.65	\$114.28	\$95.31	\$86.64	\$78.57	\$85.80	\$78.28	\$55.09				
	HOURS													
lap	1	0	0	10	0	14	0	30	0	0			55	\$5,126.00
				4		6		6					18	
uss Design Typical	1			6										
	0	0	0	0	0	8	0	20	0	0			28	
	0	0	0	0	0	0	0	0	0	0			0	
ures														
	0	0	0	0	0	0	0	0	0	0			0	
Volumes														
	0	0	0	0	0	0	0	0	0	0			0	\$0.00
													0	
													0	
	0	0	0	0	0	0	0	0	0	0			0	\$0.00
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	0	0	0	0	0	0	0	0	0	0			0	\$0.00
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vation														
uction Sheets (If Necessary)														
ry)														
	0	0	0	0	0	0	0	0	0	0			0	\$0.00
wner Notifications														
	6	0	0	8	0	14	0	10	0	0			38	\$4,164.00
epare Report	6			6		6							18	
Review						4		6					10	
st				2		4		4					10	
	0	0	0	0	0	0	0	2	0	0			2	\$172.00
								2					2	
	0	0	0	0	0	0	0	0	0	0			0	\$0.00
	0	0	0	4	0	6	0	6	0	0			16	\$1,492.00
acquisition Services	0	0	0	4	0	6	0	6	0	0			16	
is				4		6		6					16	
a Design														
Related Documentation														

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT DIVISION CONSULTANT DESIGN COST PROPOSAL**

Labor Description	LOADED HOURLY RATES by Labor Category									
	Principal Engineer	SR Str. Engineer	SR PE I	PE II	PE I	Engineer Intern II	Engineer Intern I	Engineer Tech II	Engineer Tech I	Admin Assist
Loaded Hourly Labor Rate	\$196.39	\$194.93	\$131.65	\$114.26	\$95.31	\$86.64	\$78.57	\$85.80	\$79.26	\$55.09
(s)										
s Layout Sheet(s)										
s Detail Sheet(s)										
s)										
										0
										0
at(s)										0
										0
										0
County	0	0	0	0	0	6	0	2	0	0
						6		2		0
										8
	9	0	0	40	0	63	0	79	0	0
										191
										\$18,580.00

b-Consultant cost proposal sheets as applicable)		\$21,300.00
		\$0.00
		\$18,800.00
		\$0.00
		\$0.00
		\$0.00
udies to be the responsibility of the County)		\$0.00
the entire project as one phase, additional bid documents can be produced for an additional \$2,500 for each phase of the project bid)		\$2,500.00

PROJECT DEVELOPMENT COST SUMMARY SECTION

IRECT PROJECT DEVELOPMENT COSTS	\$39,880.00
DIRECT NON-PAYROLL COSTS	
Materials & Supplies	
Reproduction	
Data Processing	
Travel Expenses	
Equipment Rental	
Other (specify)	
Subtotal	\$0.00
ECT DEVELOPMENT ESTIMATE	\$39,880.00

Prepared by: Ryan Bellatti, PE

Date: November 15, 2016

October 5, 2016

Guy Engineering
1741 W. 33rd St., Suite 110
Edmond, Oklahoma 73013

Attention: Mr. Ryan Bellatti, P.E.

**RE: Scope of Geotechnical Services
Proposed Roadway Reconstruction
Coyle Road
From SH-33 north to SH-51
Payne County, Oklahoma
PSI Proposal No.: P0547-191674**

Dear Mr. Bellatti:

PSI is pleased to submit the following scope of geotechnical services for the referenced project. This request for proposal (RFP) response includes a summary of our understanding of the project and an outline of our proposed scope of work.

PROJECT INFORMATION

Project information was provided to PSI via email from Mr. Ryan Bellatti to Mr. Adam Wadsworth on October 3, 2016.

It is understood that the proposed project consists of improvement of the existing roadway surface of Coyle Road to accommodate truck traffic. The total project extent is approximately 9 miles in length between SH-33 and SH-51 in Payne County, Oklahoma. It is also understood the county is interested in overlaying the existing roadway. Traffic information and projected pavement design information, including the design ESAL, is not available to PSI at this time. PSI anticipates this information will be provided prior to completion of the report to better serve the client.

PROPOSED SCOPE OF WORK

The subsurface exploration for the roadway project will be accomplished in general accordance with the State of Oklahoma County Highway System Design Guidelines (2013

Manual). PSI proposes to perform a "Pavement and Subgrade Soil Survey" for the construction, with the exception of performing Falling Weight Deflectometer (FWD) testing of the existing pavement (surface, base, and subbase). PSI proposes to perform hand-operated Dynamic Cone Penetration test (DCP) to estimate the insitu subgrade's California Bearing Ratio (CBR) to aid in the preparation of pavement design recommendations and evaluating the appropriate pavement overlay section. The scope of geotechnical services is as follows:

Pavement and Subgrade Soil Survey

PSI proposes to perform 45 pavement coring and subgrade borings (5 borings per mile) along the project extent. The borings will mostly be performed through the existing roadway surface material approximately in the outside wheel paths and in a staggered pattern and in the middle of the road. The pavement cores will be performed to document the thickness, types, and conditions of the pavement layers. A digital color photograph of each scaled core will be provided with description of conditions observed and interpreted. Borings will be performed to a minimum depth of 3 feet below the existing surface with samples collected for different soil strata and the thicknesses will be reported. The depth to collected groundwater or perched water in the boreholes, if encountered, will be measured from the existing surface. The following laboratory testing will be performed on selected soil samples (granular bases, subbases, and subgrade soils); approximately 1 to 2 soil types/layers per boring estimated and untested samples will be identified on "similar as" basis:

- 1) Plastic Limit, AASHTO T90
- 2) Liquid Limit, AASHTO T89
- 3) Gradation, AASHTO T88
- 4) Natural Moisture, AASHTO T-265

Dynamic Cone Penetration Tests

In addition to the soil survey, PSI will perform the manually-operated Dynamic Cone Penetration tests (DCPT) in two (2) holes per mile (18 total) prior to soil sampling. The results of the DCPT will be correlated to subgrade CBR-Values and Resilient Modulus

values to aid in the preparation of the pavement design recommendations. The DCPT will be performed to a depth of three (3) feet below the surface or until manual advancement becomes impractical, whichever is shallower.

REPORT

At the conclusion of PSI's field and laboratory work, the data will be analyzed by one of PSI's experienced geotechnical engineers and a report will be prepared. The report will include the following:

- The exploration and laboratory data.
- A discussion of the data as it relates to the proposed construction and a discussion of the subsurface conditions.
- Pavement overlay recommendations based on AASHTO or the Oklahoma Subgrade Index (OSI) method.
- New flexible pavement recommendations based on AASHTO 1993 Guidelines and using the derived approximated flexible ESAL estimated by PSI or ideally provided by client.
- New rigid pavement recommendations based on AASHTO Design Guidelines, as an alternative, if required.
- Comments and recommendations relating to other observed geotechnical conditions which could impact development.

Two copies of the report and an electronic copy will be provided. The report will be addressed to Guy Engineering.

SCHEDULE AND AUTHORIZATION

With our present drilling schedule, we can commence work within a week of project approval and field operations will require approximately 5 to 7 days to complete, **depending on weather conditions and access limitations**. PSI can coordinate traffic control assistance, if available, with Payne County's related workshop, prior to commencement of work. The written report should be finalized approximately three weeks after completion of the field exploration depending on the extent of the laboratory-testing program and documentation of collected core samples. Verbal preliminary data can be made to appropriate parties prior to submittal of the written report.

ESTIMATED COST

It is proposed that the fee for the performance of the above outlined services be determined on a unit rate basis and in accordance with PSI's General Conditions. On the basis of the estimated quantities, it is estimated that the total fee for the Soil Survey will be **\$18,799.25**. The fee schedule (cost breakdown) and General Conditions are presented at the end of this proposal. This fee does not include traffic control equipment rental and flagging crew, elevations of boring locations, pedological survey, resilient modulus testing, and falling weight deflectometer (FWD) testing of the existing pavement, however can be provided at an additional fee if requested by the client. PSI anticipates traffic control and flagging for the fieldwork will be provided by the county. However, should PSI be required to provide traffic control, the Client will be assessed the cost of the service plus 15 percent.

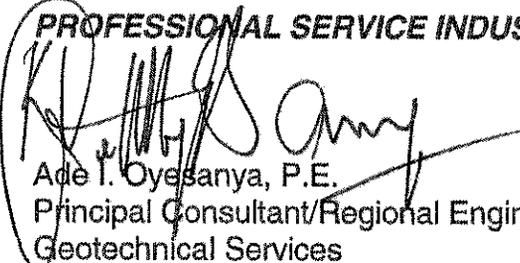
The Oklahoma Water Resource Board requires that geotechnical borings drilled deeper than twenty feet, or that encounter groundwater, be backfilled with a minimum of ten feet with cement grout to an elevation four feet below land surface if no contaminated water or soil was encountered. However, borings twenty feet or less in depth where groundwater has not been encountered can be backfilled with the cuttings from the boring, as will be the case with this geotechnical work. The backfilling of the drill holes is included in our proposal fee.

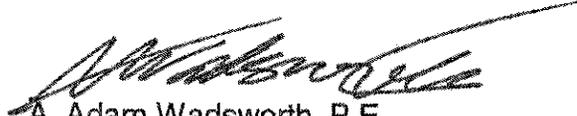
Our fee covers the work needed to present our findings in report form. Pavement section recommendations will be based on the Oklahoma Soil Index method or AASHTO design method using design data available and idealized. Not included are review of foundation drawings, preparation of construction specifications, special conferences, and any other work requested after submittal of our report.

We at PSI appreciate the opportunity to submit this scope of geotechnical services and look forward to working with you on this project. If you have any questions concerning our scope of work, please contact our office.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.


Ade I. Oyesanya, P.E.
Principal Consultant/Regional Engineer
Geotechnical Services


A. Adam Wadsworth, P.E.
Department Manager
Geotechnical Services

AIO/AAW/ss

Attachments: Cost Breakdown
Project Data Sheet
General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 2016
BY (<i>please print</i>): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

REMARKS

The Following apply unless otherwise addressed in the proposal:

1. Drilling and field service rates are based on OSHA Level D personnel protection.
2. For sites where drilling is to occur that are not readily accessible to a truck-mounted drill rig, rates for rig mobility equipment, site clearing, and crew stand-by time will be charged additionally upon written authorization from client.
3. Services not listed may be quoted on request.

**Roadway Improvements
Coyle Road, From SH-33 North to SH-51
Payne County, Oklahoma**

SUBGRADE SOIL SURVEY	PSI			
	Quantity	Unit	Unit Rate	Total
Mob/Demob	105	miles	\$6.65	\$698.25
Pavement Cores	45	each	\$76.00	\$3,420.00
Geotechnical Drilling (45 borings – Soil)	135	feet	\$20.00	\$2,700.00
Manual DCP Tests (18 locations)	54	feet	\$15.50	\$837.00
Moisture Content	90	each	\$7.40	\$666.00
Soil Classification (Gradation & PI)	68	each	\$113.50	\$7,718.00
Project Engineer, Report Preparation	24	hours	\$115.00	\$2,760.00
Total				\$18,799.25

Project Data Sheet Subsurface Exploration

1. Project Name: _____
2. Project Location: _____
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____ Fax No.: _____
5. Number and Distribution of Reports:
 Copies To: _____ Copies To: _____

Attn: _____ Attn: _____
6. Invoicing Address: _____

Attn: _____
7. Type of Structure: _____ Number of Floors: _____
8. Special Equipment or Installation: _____
9. Interior Column Spacing: _____ Exterior Column Spacing: _____
10. Exterior Column Load: _____ Live: _____ Dead: _____
11. Interior Column Load: _____ Live: _____ Dead: _____
12. Floor Slab Load: _____ Slab on Grade: _____ Basement/Depth: _____
13. Will elevation of site be raised by filling: _____ How Much: _____
14. Septic Tank: _____ Storm Water Drainage: _____
15. Pavement Type: _____ Traffic Load: _____ Traffic Type: _____
16. Other Pertinent information: _____

17. Is there any previous subsurface information available: _____

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT P S I ' S SERVICES WILL NOT SUBJECT P S I ' S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON P S I ' S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT P S I ' S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF C L I E N T ' S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF P S I ' S LIABILITY TO \$250,000.00 OR THE AMOUNT OF P S I ' S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR P S I ' S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO P S I ' S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF P S I ' S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

OKLAHOMA FUNDING AGENCY COORDINATING TEAM AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 29th day of November, 2016 by and between Payne County, hereafter referred to as OWNER, and Brown Engineering, P.C., hereinafter referred to as the ENGINEER:

THE OWNER intends to construct Wastewater System for the Expo Center Area in Payne County, State of Oklahoma which may be paid for in part with financial assistance from one or more funding Agencies both federal and/or state and for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the report, and submit an engineering report following funding Agency instructions and guides.
2. The ENGINEER will furnish 10 copies of the engineering report, and layout maps to the OWNER.
3. The ENGINEER will attend conferences with the OWNER, representatives of the funding Agency, or other interested parties as may be reasonably necessary.
4. After the engineering report has been reviewed and approved by the OWNER, the funding agency, and by the Department of Environmental Quality and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
5. The contract documents furnished by the ENGINEER under Section A-4 shall utilize funding Agency endorsed construction contract documents, including funding Agency General Conditions, Contract Change Orders, and partial payment estimates. All of these documents shall be subject to funding Agency approval. Copies of guide contract documents may be obtained from the funding Agency.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
8. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.

9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
10. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
11. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
12. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.
13. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.
14. Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will cooperate and work closely with funding Agency representatives.
16. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, the funding Agency, and others on a timely basis.
18. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and the funding Agency. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER and the funding Agency.
19. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
20. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
23. The services called for in the Section A-1 and A-2 of this Agreement shall be completed and the report submitted within 30 calendar days from the date of authorization to proceed. After acceptance by the OWNER and the funding Agency of the Engineering Report and upon written authorization from the OWNER, the ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER, the funding Agency and all State regulatory agencies within 60 calendar days from the date of authorization unless otherwise agreed to by both parties. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

(Revised 2/1/2000)

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of Zero Dollars (\$0.00) after the review and approval of the engineering report by the OWNER, the Department of Environmental Quality, and the funding Agency. This does not include the Environmental Information Document.
2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of: (Select (a) or (b))
(a) Thirty-nine thousand and no /100 Dollars (\$39,000.00)

Preparation of Plans and Specifications	\$19,500.00
Obtaining ODEQ Construction Permit	\$ 7,800.00
Bidding Project	\$ 3,900.00
Construction Observation	\$ 5,850.00
As-Built Plans	\$ 1,950.00

When Attachment I is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, interest expense, and other such costs not directly related to actual construction incurred during the construction period. The compensation for preliminary engineering services, design and contract administration services shall be payable as follows:

- (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1 and 2, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER, the Department of Environmental Quality, and the funding Agency.
- (b) A sum which, together with the compensation provided in Section B-3-(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
- (c) A sum equal to fifteen percent (15 %) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-21 hereof.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A- 14

When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER and the funding Agency. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment 1. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. Under normal construction circumstances, and for the proposed construction period of 60 days, the cost of resident inspection is estimated to be \$10,000.00

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of the funding Agency.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required. **Surveys required will be at cost.**
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding Agency, except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required for \$3,500.00. Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and approved by the funding Agency prior to commencement of the work. Barring unforeseen circumstances, such payment is estimated not to exceed \$ _____. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION E - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of 12.0 percent per annum from said 60th day, not to exceed an annual rate of 12.0 percent.

SECTION F - SPECIAL PROVISIONS

NONE

SECTION H - APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER: Payne County

By: _____

ATTEST: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____



ENGINEER Brown Engineering, P.C.

By: Phil Brown

ATTEST: Mike Brown

Type Name: Phil Brown

Type Name: Mike Brown

Title: President

Title: Vice - President - Engineering

Date: November 29, 2016