

D-2

CERTIFICATE OF AUTHORIZATION
NUMBER #33

CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: N/A

STATE JOB/PIECE NUMBER: N/A

This contract is made and entered into this 16th day of June 2025, by and between the Board of County Commissioners of Kingfisher County (the County) and Circuit Engineering District 8 (the Engineer) whose address is 909 Westlakes Dr. Alva, OK 73717.

PROJECT LOCATION, DESCRIPTION AND/OR BRIDGE LOCATION NUMBER

Construction Management- Kingfisher Co- 2025 Asphalt Overlay District #2
Dover EW71.5 From NS283 to NS285

The Engineer agrees to furnish all labor, equipment and incidentals to perform all Registered Professional Engineering and other professional services required by the County and the Department of Transportation (the Department) and necessary to the making of surveys, preparation of design plans, specification, estimates, right of way plans and easements and to provide all necessary professional engineering supervision for the proper preliminary design or said project. All costs and fees for work not listed on the attached detailed work proposal shall be paid under separate contracts to be negotiated prior to work being performed. The Engineer warrants and agrees to begin work to be performed under this contract promptly upon acceptance of this contract by the County; to diligently pursue said work to completion; to devote the Registered Professional Engineering services as required for prompt completion of said work; and to assign only qualified, experienced personnel to this project. Hydraulics and geotechnical investigation reports as may be required will be submitted along with the design to the Department for review.

The Engineer agrees to ensure that all design and pay quantity computations are independently checked in detail by competent personnel. The Engineer agrees that the County or the Department reserves the right, but does not commit itself, to review the Engineer's plans for errors, omissions, and which is contrary to standards or sound engineering practice. It is specifically agree that a review of the plans by the County or the Department, if any, does not relieve the Engineer of responsibility as a professional engineering consultant to prepare and provide the Department with a set of plans based on accepted standards and sound engineering principles. In no event shall the Engineer assume that the County or the Department will review the Engineer's plans for errors or omissions. The Engineer shall assume that the plans called for under this contract will not be reviewed by the County of the Department and will provide plans which are in all respects ready for use in the construction of the project set forth in this contract.

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The Engineer agrees to be held responsible for the accuracy of engineering details and quantities of work to be performed and will hold and save the County and the Department harmless from any and all claims for damage or causes of action resulting from plan errors or omissions which amount to professional negligence on the part of the Engineer or its subcontractors; that prior to beginning the work the Engineer shall obtain and furnish current certifications of Professional Liability Insurance which shall include errors and omissions insurance to the County and the Department; and that this insurance shall be maintained in full force and effect during the life of this engineering contract. The Engineer agrees to be held responsible for any mistakes or omissions in the work of the Engineer which appear during a review, if any, by the County or the Department prior to advertising for contract, during the letting process, or during the construction, and agrees to do any work on the plans necessary to correct the mistakes or omissions in the work, including submitting computations to support said corrections to plans without additional compensation. The Engineer shall be given timely written notice and the opportunity to correct any errors or omissions in plan documents. The Engineer agrees it may thereafter be held liable for any additional cost incurred by the County and the Department for construction or construction delays which resulted from plan errors or omission which amount to professional negligence as defined below and the frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from the Engineer. Professional negligence shall be defined as failure to conform with accepted engineering standards to include the exercise of reasonable care and professional skill in the preparation of plans.

The Engineer shall submit an invoice and supporting documentation not more than twice per month based upon the engineers incurred costs. Should the project be abandoned through no fault of the Engineer, the Engineer shall be paid for that portion of the engineering services actually performed. Upon request all field notes, tracings and other documents prepared by the Engineer under this contract shall be delivered to and become the property of the County who may submit same to the Department for its retention and use.

Any projects that utilize BIA, military or other FHWA administered funds for the development of plans or other engineering services must meet the federal requirements for consultant selection as described in The Brooks Act (Public Law 92-582) also known as Qualifications Based Selection (QBS) . The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. Engineering and design related are defined in 23 U.S.C. § 112 (b) (2) (A) and 23 CFR § 172.3 to include program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping or other related services. These other services may include professional engineering related services or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

The low bid for construction cost for this project is \$726,853.33.

The County and the Engineer agree that an amount not to exceed Thirty-Two Thousand Three Hundred and Thirty-Eight Dollars and Seventy-Four Cents. (\$32,338.74). for the construction management fee as supported by the attached detailed work proposal. The construction management fee shall constitute the total amount eligible to be paid to the Engineer for services rendered under this contract. Failure to list a required action in the detailed work proposal does not relieve the Engineer from the responsibility of performing a required task. Payments shall be made as work is completed. Any fees exceeding the attached detailed work proposal must be approved.

The County and the Engineer agree that all work to be completed under this contract shall be performed by the Engineer in compliance with all applicable state and federal laws, rule and regulations.

This contract may be terminated by either party upon thirty (30) days written notice to the other party.

The County and Engineer agree that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 200d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

The Engineer of duty authorized agent of the Engineer who has executed this contract on behalf of the Engineer, warrants and affirms that he or she is fully aware of the facts and circumstances surrounding the making of this contract and that neither the Engineer nor anyone subject to the Engineer's direction or control has paid, given, donated or agreed to pay, give or donate any money or other things of value, either directly or indirectly, to any officer or employee of the County or of the State of Oklahoma in procuring this contract or in obtaining acceptance and payment hereunder.

In witness whereof, the parties hereto have affixed their hands and seal.



(Seal)
Attest:
Emily Rief
COUNTY CLERK

Reviewed and Approved as to
From and Legality

[Signature]
DISTRICT ATTORNEY

BOARD OF COUNTY COMMISSIONERS OF
Kingfisher COUNTY,
OKLAHOMA

[Signature]
CHAIRMAN

[Signature]
MEMBER

[Signature]
MEMBER

Subscribed and sworn to before me this 16th day of June, 2025
My commission Expires:

(Seal)
Attest:
Angela M. Meyer
NOTARY PUBLIC State of OK
ANGELA M. MEYER
Comm. # 19010228
Expires: 10-7-2027

Corporation Secretary

[Signature]
Circuit Engineering District # 8

President
Title

Subscribed and sworn to before me this 18th day of June, 2025
My commission Expires:



| FEE PROPOSAL | | | | | |
|-----------------------------|-------------|-------------------------|-----------------------|------------|------------|
| Bridges <u>Dover</u> | | Task Order # _____ | | | |
| Compensation Method | | Task Order Budget Total | | | |
| Additional Project Expenses | \$2,450.00 | Hourly | \$ 24,258.10 | \$ | 32,338.74 |
| Materials Testing | \$ 5,630.64 | Cost Plus Fixed Fee | \$ | | |
| Project Time Estimates | | | | | |
| Construction Contract Time | 180 Days | Complete by Date | | | |
| Estimated Start Date | | Estimated Work Weeks | | | |
| Project Labor | | | | | |
| Classification | Hourly Rate | Anticipated Overtime | Time on Project | Total Cost | |
| Donnio Head | \$ 95.16 | | 25 | \$ | 2,379.00 |
| Tyler Schroder | \$ 85.57 | | 10 | \$ | 855.70 |
| Jasen Drinley | \$ 83.54 | | 10 | \$ | 835.40 |
| Cole Roberts | \$ 62.36 | | 100 | \$ | 5,235.00 |
| Royce White | \$ 48.35 | | | \$ | - |
| Greg Johnson | \$ 42.16 | | 250 | \$ | 10,540.00 |
| Brian Rauh | \$ 35.18 | | | \$ | - |
| Jerrod Reed | \$ 33.08 | | | \$ | - |
| Tyson Rose | \$ 32.45 | | | \$ | - |
| Amy Gilmsley | \$ 29.01 | | 80 | \$ | 1,450.80 |
| Melissa White | \$ 39.42 | | 75 | \$ | 2,956.50 |
| Labor Total | | | | \$ | 24,258.10 |
| Materials Testing | | | | | |
| CEQA Test Type | Quantity | Unit | Cost per Unit of Work | Total Cost | |
| Extraction & Gradation | 8 | Ea. | \$ 152.90 | \$ | 1,223.20 |
| Asphalt Nuc Density Test | 150 | Ea. | \$ 10.24 | \$ | 2,006.40 |
| Specific Gravity (Rice) | 8 | Ea. | \$ 29.70 | \$ | 237.60 |
| Lab Molds (Set of 2) | 8 | Ea. | \$ 1212.39 | \$ | 1,650.12 |
| Roadway Cores (Set of 3) | 8 | Ea. | \$ 551.07 | \$ | 4,408.66 |
| Coarse Aggregates | 1 | Ea. | \$ 55.76 | \$ | 55.76 |
| Testing Totals | | | | \$ | 5,630.64 |
| Additional Project Expense | | | | | |
| Mileage | 3500 | \$0.70/Mile | | | \$2,450.00 |

Circuit Engineering District # 8
909 Westlakes Dr.
Alva, Oklahoma 73717

Project: Kingfisher Dover Dist #2

| Tests | Quantity | Price | Total |
|----------------------------|----------|----------|------------|
| Proctors | | \$100.01 | \$0.00 |
| Densities | | \$21.62 | \$0.00 |
| Soil Classification | | \$49.69 | \$0.00 |
| Concrete Cylinders | | \$19.45 | \$0.00 |
| Coarse Aggregates | 1 | \$55.76 | \$55.76 |
| Fine Aggregates | | \$45.81 | \$0.00 |
| Extraction & Gradation | 8 | \$152.90 | \$1,223.20 |
| Asphalt Nuc Density Test | 110 | \$18.24 | \$2,006.40 |
| Specific Gravity (Rice) | 8 | \$29.70 | \$237.60 |
| Lab Molds (Set of 2) | 8 | \$212.39 | \$1,699.12 |
| Sand Equiv | | \$26.59 | \$0.00 |
| Roadway Cores (Set of 3) | 8 | \$51.07 | \$408.56 |
| Sulfates | | \$60.00 | \$0.00 |
| Total | | | \$5,630.64 |

Billing Date: