

OKLAHOMA DEPARTMENT OF TRANSPORTATION
CIRCUIT ENGINEERING DISTRICT AGREEMENT No. <<<<X>>>>
PROGRAM MANAGEMENT

This agreement made the day and year last written below, by and between the Circuit Engineering District # X as comprised by the Oklahoma counties of <<<<X>>>> hereinafter referred to as the **CED**, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the **DEPARTMENT**, for the following intents and purposes and subject to the following terms and conditions; to wit:

WITNESSETH:

WHEREAS, the DEPARTMENT is charged under the laws of the State of Oklahoma with the administration of the County Improvements for Roads and Bridges (CIRB) Program; and,

WHEREAS: The Transportation Commission and DEPARTMENT are designated to administer these funds as set forth in the provisions of the Oklahoma State Statutes, Title 69 § 507 et seq.; and

WHEREAS, the DEPARTMENT cannot, with resources internally available, effectively manage and deliver the associated projects; and,

WHEREAS, the DEPARTMENT, as part of fulfilling its responsibilities, may enter into agreements with other capable governmental entities in order to provide the required services to the Counties and Cities; and,

WHEREAS, after due consideration of the qualifications and capabilities of the CED, the DEPARTMENT has determined that the CED possesses the necessary personnel and expertise to provide services; and,

WHEREAS, the DEPARTMENT and the CED have agreed as to the terms and conditions under which the CED can provide services for the DEPARTMENT.

WHEREAS: It is expressly understood and agreed by and between the DEPARTMENT and the CED that the CED, and, if applicable, any respective Consulting Engineer or Architect hired by the CED or any member County, are solely responsible for the performance of all related services and for the accuracy of all deliverable products in compliance with the terms and conditions set forth in all applicable state and federal laws, rules and regulations and the policies and procedures promulgated by the **DEPARTMENT**, relative to this agreement;

NOW THEREFORE, for and in consideration of the mutual covenant contained herein, the DEPARTMENT and the CED do hereby mutually promise and agree as follows:

SECTION 1 PURPOSE

- 1.1 The DEPARTMENT does hereby engage and identify the CED as a sub-recipient of State and/or Federal-Aid funding as applicable for the purpose of furnishing program management services as further defined in attachments to this Agreement, individual task orders and as approved by the DEPARTMENT. The purpose of this agreement is to establish terms and conditions required for the performance of said services if and when determined necessary. The extent of the DEPARTMENT's utilization of this agreement to provide these services will be influenced by an evaluation of performance for ongoing and completed projects.
- 1.2 All services authorized by this Agreement or modifications to this Agreement and as further specifically defined by the Task Orders prepared by the CED in accordance with Exhibit A, Attachment B – Task Order Requirements and Procedures, and all other Attachments thereto and subsequently approved by the DEPARTMENT are to be provided under the explicit terms and conditions of this Agreement.
- 1.3 The CED will provide all labor, equipment, materials, supplies, and incidentals to accomplish all activities as further defined in Exhibit A, Attachment A – Program Management Duties and Responsibilities, which is attached hereto and incorporated herewith.
- 1.4 The DEPARTMENT reserves the right to determine the schedule, precedence, scope, limits, and sequence for any assigned projects and services. The DEPARTMENT may elect to complete any project or part thereof using its own forces or the services of others including the forces of Consultant Engineering Firms.

SECTION 2 GENERAL PERFORMANCE REQUIREMENTS

- 2.1 The CED agrees to the following as appropriate and when applicable to the Scope of Services of this agreement:
 - 2.1.1 To coordinate its program management activities with the DEPARTMENT personnel and other engineers or other units of government to share information and data in a manner as to facilitate proper delivery of the associated projects.
 - 2.1.2 To make revisions in the work generated as are necessary to correct any errors appearing therein. No compensation shall be due the CED for work necessary to correct such errors.

- 2.1.3 To promptly advise the DEPARTMENT in writing of events which have a significant impact upon the agreement, including:
- 2.1.3.1 Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any State or Federal assistance needed to resolve the situation.
 - 2.1.3.2 Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- 2.1.4 That the scope of work shall include all meetings, on-site reviews and any additional work required to expedite the delivery of the associated projects.
- 2.1.5 To presently have adequate qualified personnel employed for performance of services required under this agreement and in accordance with the special agreement requirements included as part of Exhibit "A" and all Attachments thereto, or will be able to obtain such personnel from sources other than the DEPARTMENT.
- 2.1.6 To be available for such conferences as the DEPARTMENT may deem necessary in connection with the work. The DEPARTMENT shall have the right to inspect the work at all reasonable times at an acceptable working office located at <<< address >>>.

SECTION 3 COMPENSATION

- 3.1 The DEPARTMENT agrees to compensate the CED for services rendered under this Agreement in accordance with the actual, auditable costs incurred for staff positions including district program manager, engineers, inspectors, district administration, clerical and normal equipment and overhead as necessary to provide the required services.
- 3.2 Compensation for services rendered under this inspection agreement will be a maximum not to exceed amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00).
- 3.3 This amount is subject to adjustment only in the event of a substantial change in the character or scope of the work; as provided in Section 11, Changes and Modifications.

SECTION 4 METHOD OF PAYMENT

- 4.1 Upon the rendering of services, the CED shall submit a DEPARTMENT approved invoice and supporting documentation in the format prescribed by the DEPARTMENT, not more than twice per month.
- 4.2 The CED should make an effort to reduce the number of claims submitted to the DEPARTMENT.
- 4.3 In no case will the CED invoice the DEPARTMENT any amount which exceeds the compensation limits of this Agreement.
- 4.4 The DEPARTMENT under this Agreement shall make payment to the CED after the DEPARTMENT has approved a properly prepared detailed invoice and/or claim.
- 4.5 The CIRB Program will be considered to be a reimbursement program, therefore, no advance payments will be made to the CED unless otherwise approved in advance by the DEPARTMENT.
- 4.6 The final request for reimbursement must be received not later than sixty (60) days after completed.
- 4.7 The CED must provide to DEPARTMENT with a copy of an annual audit report which is in compliance with applicable State laws, exemplifying all costs allocated to this Agreement.
 - 4.7.1 When the final request for annual reimbursement is submitted to the DEPARTMENT, a cover letter accompanying it shall stipulate the anticipated date of the audit and date by which DEPARTMENT can expect delivery of the audit
- 4.8 If it is determined by the DEPARTMENT, based upon a review of the audit report submitted by the CED and performed in accordance with appropriate State law, that the terms and conditions of this agreement were not followed, or in the event costs claimed are disallowed following the audit, the CED shall reimburse the DEPARTMENT the full amount of the disallowed costs.

SECTION 5 SUBLETTING

- 5.1 THE CED shall not sublet, assign, or transfer any part of its work, services, or other obligations hereunder without the prior written consent of the DEPARTMENT.

- 5.1.1 Nothing contained in this Agreement shall prevent the CED from employing independent CEDs, associates, and subcontractors to assist in the performance of the services.
- 5.1.2 If permission is granted, the primary responsibility for the sublet work or services shall remain with the CED.

SECTION 6 DISPUTE RESOLUTION

- 6.1 This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission.
- 6.2 Venue for any action to construe or have enforced any provision of this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma.
- 6.3 Any dispute concerning a question of fact in connection with the work not disposed of by the Agreement shall be referred for determination of the DEPARTMENT's director, or his duly authorized representative whose decision in the matter shall be final and conclusive on the parties to the Agreement.

SECTION 7 TERMINATION

- 7.1 Upon written notice to the CED, the DEPARTMENT may terminate all or any part of this Agreement, at any time, without fault on the part of the CED.
 - 7.1.1 At the discretion of the DEPARTMENT, all or any of the work of the CED may be abandoned or indefinitely postponed.
 - 7.1.2 Under any of these conditions, the CED will be paid for work completed and should this Agreement be terminated in whole or in part, the CED's compensation will be adjusted to reflect such termination.
 - 7.1.3 When appropriate, the inspection fees shall be re-computed for the reduced scope of work in the same manner used for determining the original Agreement fee.
- 7.2 This Agreement may be terminated by any of the following conditions:
 - 7.2.1 By mutual Agreement and consent, in writing of both parties.
 - 7.2.2 By the DEPARTMENT by written notice to the CED as a consequence of failure by the CED to perform the services set forth herein in a satisfactory manner.

7.2.3 By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

7.2.4 By the DEPARTMENT for reasons of its own and not subject to the mutual consent of the CED upon five (5) days written notice to the CED.

7.2.5 By satisfactory completion of all services and obligations described herein.

SECTION 8 COVENANT AGAINST CONTINGENT FEES

8.1 The CED represents that they have not employed or retained any company or person specifically to solicit or secure this agreement, and that he has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.

8.2 For breach or violation of this representation, the DEPARTMENT shall have the right to annul this Agreement without liability.

SECTION 9 HOLD HARMLESS

9.1 The CED agrees to hold the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the CED or DEPARTMENT arising from the CED's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT in the project, PROVIDED, nothing herein shall require the CED to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the DEPARTMENT.

9.2 When any alleged act, omission, negligence, or misconduct may be subject to limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the CED.

9.3 No liability shall attach to the DEPARTMENT except as expressly provided herein.

SECTION 10 PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and agreed relationship of the parties.

SECTION 11 CHANGES AND MODIFICATIONS

11.1 The terms of this Agreement may be modified by written amendment if the DEPARTMENT determines that there is a significant change in:

11.1.1 The scope, complexity, or character of work related to this Agreement.

11.1.2 The schedule for performing the work.

11.1.3 The compensation due the CED.

11.2 In the event the DEPARTMENT requests, in writing, revisions in the character or scope of the work or modifications to work completed under this Agreement, a Supplemental Agreement shall be negotiated and approved in writing prior to the CED performing the changed work.

11.3 If the DEPARTMENT finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the CED will make such revisions if requested and as directed by the DEPARTMENT. Such changes will be authorized under an approved Supplemental Agreement.

11.4 Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the CED until execution of the Supplemental Agreement encompassing such extra work or services.

11.5 Changes or modifications will not be binding unless and until approved and executed in writing by the CED and the DEPARTMENT in accordance with this Section.

SECTION 12 RECORDS

12.1 The CED and its sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, and if required, to the Federal Highway Administration, the Comptroller General of the United States, or any other authorized representative of the Federal Government.

SECTION 13 NOTICES

13.1 All notices, demands, requests, or other communications which may be required to be given, served, or sent by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given or sent:

13.1.1 If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to State, by private overnight carrier or by delivery in person to:

Oklahoma Department of Transportation
Attention: Gordon Johnson
Local Government Division Engineer
200 N.E. 21st Street
Oklahoma City, OK 73105

13.1.2 If intended for the CED, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to the CED involved, by private overnight carrier or by delivery in person to:

Circuit Engineering District # X
Attention: <<CONTACT PERSON>>
<<ADDRESS>>
<<TOWN>>, Oklahoma <<ZIP>>

SECTION 14 FEDERAL REQUIREMENTS

14.1 Equal Opportunity: During the performance of this project, the CED agrees as follows:

14.1.1 The CED will adhere to acts prohibiting discrimination, including but not limited to Title VI and VII of the Civil Rights Act of 1964, Title V of the Rehabilitation Act of 1973, and The Americans with Disability Act.

14.1.1.1 These acts prohibit discrimination toward any employee and applicant because of race, color, sex, religion, national origin, age, or handicap.

14.1.2 The CED will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, religion, national origin, age, or handicap.

14.1.2.1 Such action will include, but not be limited to the following: employment, recruitment or recruitment advertising; layoff or termination, and rates of pay or other forms of compensation.

14.1.3 The CED agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.

14.1.4 The CED will state in all solicitations or advertisements for employees placed by or on behalf of the CED that all otherwise qualified applicants receive

consideration for employment without regard to race, color, sex, religion, national origin, age, or handicap.

- 14.1.5 The CED agrees to incorporate in all contracts having a value of over \$10,000.00, the provisions requiring compliance with Executive Order No. 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard Equal Employment Opportunity (EEO) clause and applicable goals for employment of minorities and women, may be incorporated by reference.
- 14.1.6 The CED agrees to insure that its contractors and subcontractors, regardless of tier, awarding contracts, and/or issuing purchase orders for materials, supplies, or equipment over \$10,000.00 in value will incorporate the required EEO provisions in such contracts and purchase orders.
- 14.1.7 The CED agrees that it will comply with and incorporate or cause to be incorporated into any contract for construction work, all provisions of the Federal Regulation, 49 CFR Part 26 and applicable DEPARTMENT contract Disadvantaged Business Enterprise (DBE) Program Special Provisions.
- 14.1.7.1 If applicable, the CED agrees to submit to the DEPARTMENT its DBE goal for this project.
- 14.1.7.2 The DEPARTMENT will either concur with the goal or make a recommendation of a different goal.
- 14.1.8 The CED agrees that it will comply with and incorporate or cause to be incorporated into any contract for construction work, all requirements imposed by the Federal Regulation 23 CFR Part 230 Appendix A to Subpart A, Specific Equal Employment Opportunity Responsibilities and applicable DEPARTMENT contract EEO Special Provisions.
- 14.1.9 The CED agrees to assist and cooperate actively with the DEPARTMENT in obtaining the compliance of contractors and subcontractors with the equal opportunity clause, rules, regulations, special provisions and relevant orders of the Secretary of Labor and with all Disadvantaged Business Enterprise rules, regulations and special provisions.
- 14.1.10 The CED agrees to furnish the DEPARTMENT such information as it may require for the supervision of such compliance and that it will otherwise assist the DEPARTMENT in the discharge of its primary responsibility for securing compliance.
- 14.1.11 The CED agrees to refrain from entering into any contract or contract modification subject to Executive Order, 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for,

government contracts and federally assisted construction contracts pursuant to the Executive Order.

14.1.12 The CED agrees to carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

14.1.13 In the event of the CED's noncompliance with equal opportunity conditions or with any such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the CED may be declared ineligible for further government contracts or Federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246.

14.1.13.1 Other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.2 Drug-Free Workplace: The CED certifies that it will, or will continue, to provide a drug-free workplace by:

14.2.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CED's workplace and specifying the action that will be taken against employees for violation of such prohibition; and,

14.2.2 Establishing an ongoing drug-free awareness program to inform employees about:

14.2.2.1 The dangers of drug abuse in the workplace;

14.2.2.2 The project CED's policy of maintaining a drug-free workplace;

14.2.2.3 Any available drug counseling; rehabilitation, and employee assistance programs; and,

14.2.2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

14.2.3 Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (1);

14.2.4 Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the project, the employee will:

14.2.4.1 Abide by the terms of the statement;

14.2.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

14.2.5 Notifying the DEPARTMENT and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under Section 14, subparagraph 14.2.4.2 from an employee or otherwise receiving actual notice of such conviction;

14.2.6 Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected project;

14.2.7 Taking one of the following actions, within thirty (30) calendar days of receiving notice under Section 14, subparagraph 14.2.4.2, with respect to any employee who is so convicted:

14.2.7.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

14.2.7.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

14.2.8 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (14.1), (14.2), (14.3), (14.4), (14.5), and (14.6).

14.3 Prohibition on Lobbying: The CED may use no part of the monies to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other devices, intended or designed to influence in any manner a Member of Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

14.3.1 This provision is in accordance with 18 U.S.C. 1913.

14.3.2 A violation of this provision will result in termination of this Agreement.

SECTION 15 HEADINGS

15.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 16 BINDING EFFECTS

16.1 This Agreement shall be binding upon and inure to the benefit of DEPARTMENT and the CED and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 17 SEVERABILITY

- 17.1 If any provision, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court or competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination.
- 17.2 The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.

SECTION 18 EFFECTIVE DATE

- 18.1 This Agreement becomes effective when fully executed by all parties and will remain in effect until June 30th, 2008 unless termination occurs earlier as hereinafter provided.
- 18.2 This agreement may be renewed by means of a supplemental agreement mutually agreeable to both parties as provided in Section 11, and which must be executed prior to performing any work.

IN WITNESS WHEREOF, the Deputy Director of the **DEPARTMENT** of Transportation, or his designee, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Chief Engineer / Deputy Director of the **DEPARTMENT** of Transportation and the **CED** has executed same pursuant to authority prescribed by law. The **CED** on this ____ day of _____, 20____, and the **DEPARTMENT** on the ____ day of _____, 20____.

SEAL

Circuit Engineering District # X

Secretary Date

CED Board President Date

RECOMMENDED FOR APPROVAL:

Division Engineer Date

Director of Capital Programs Date

Approved as to Form:

FOR THE DEPARTMENT

General Counsel Date

Deputy Director/Chief Engineer Date

Transportation Commission Item No.
Dated:

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CIRCUIT ENGINEERING DISTRICT AGREEMENT NO. <<XX>>
EXHIBIT "A" – INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS**

ATTACHMENT A – PROGRAM MANAGEMENT DUTIES AND RESPONSIBILITIES

ATTACHEMENT A1 – CIRB 5 YEAR CONSTRUCTION WORK PLAN

ATTACHMENT B – TASK ORDER REQUIREMENTS AND PROCEDURES

ATTACHMENT C – KEY PERSONNEL

ATTACHMENT D – STATUTORY AFFIDAVIT

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CIRCUIT ENGINEERING DISTRICT AGREEMENT No. <<XX>>**

ATTACHMENT "A"

PROGRAM MANAGEMENT DUTIES AND RESPONSIBILITIES

I. PURPOSE

The Department requires the support of the Circuit Engineering District (CED) for program and project management and other professional and administrative services required for the successful completion of County Improvements for Roads and Bridges (CIRB) projects as included in the 5 Year Construction Work Plan.

The CED will function as an extension of the Department's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. Nothing in this statement should be construed to imply that the CED or any of its employees are employees of the Department.

The CED will minimize the Department's need to apply its own resources. The Department, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services. Modifications to this Scope of Services will be initiated in accordance with Section 11 of the Agreement.

II. GENERAL

- A. The Department may request services of the CED which are not enumerated in this Scope of Services, on an as-needed basis. Any services other than those specifically enumerated in this Scope of Services must be approved in a written Task Order in compliance with Section 1, of the Agreement or in a written modification to the Agreement. There is no guarantee that any or all of the services outside this Scope of Services will be assigned during the term of the Agreement. Further, the CED is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of the services set forth in this Basic Services Scope of Services performed by Department staff.
- B. The CED personnel that will be providing these services for Agreement will office in the Circuit Engineering District office located at 904 West Lakes Drive, Alva, Oklahoma.

III. BASIC SERVICES

The CED will provide all personnel, equipment, materials, and other resources necessary to perform the general services described below and will be compensated for actual costs as defined in Section 4 of the Agreement. The CED will provide the following:

- A. CIRB Program Management Services for the projects identified in the attached list entitled ATTACHMENT A1 - CIRB 5 Year Construction Work Plan will be included.

Services that may be provided under this Agreement are expected to include the following activities:

- 1. The development of a CIRB Program Management Plan to inform the Department of the CED's approach to accomplishing all necessary work to manage, develop and deliver the included CIRB projects. The Department will review and approve the Program Management Plan and the Plan will become the basis for the management services to be provided and will be monitored and maintained by the CED. If the CED determines it necessary to modify or change the Program Management Plan after Department approval, the CED will prepare a written request outlining and justifying requested changes and modifications. The CED will be responsible for the preparation of the Program Management Plan which, at a minimum, will include the following sections:

- a. CED Organization.

- (1) Key Personnel who will be providing services will be identified along with their with job descriptions and will be presented in an organizational chart.
- (2) Responsibilities and reporting relationships will either be illustrated on the organization chart or presented in a narrative.

- b. Project Management/Project Approach.

- (1) A discussion of planned activities and the proposed approach to accomplishing work necessary to assure that all preconstruction activities and milestones, including but not limited to those milestones exemplified the Department's CIRB Project Development Process outline, are completed in compliance with Program objectives.
- (2) A project delivery strategy will be provided for each project that includes the validation of the proposed CIRB project scopes, beginning and ending points, anticipated resource requirements, schedules and budgets called for in the CIRB 5 Year Construction Work Plan. Previously completed scoping reports, plans and other documents that may have been produced during the initial proposal and evaluation of these projects will be utilized in formulating these strategies when available.

- (3) A preliminary milestone schedule for each CIRB project.
 - (4) A preliminary cash flow projection for all program management, preconstruction and construction activities outlined by project.
- c. CIRB 5 Year Construction Work Plan Management Strategy.
- (1) A discussion of planned activities and the proposed approach that will be utilized to manage and maintain a balanced CIRB 5 Year Construction Work Plan by fiscal year during the project development process including provisions for project cost control and for addressing any necessary Construction Work Plan revisions.
 - (2) A general description of the process and proposed timing that will be utilized to solicit, evaluate and prepare projects proposed by the County Commissioners for inclusion in the CED's recommendation to the Department during the annual updating and balancing.
- d. Department Support and Coordination with Third Parties
- (1) A description of the nature and anticipated schedule for Department support.
 - (2) A description of anticipated needs for coordinating with third parties such as tribal governments, FHWA, private utility owners, railroads, and other third parties.
- e. Miscellaneous
- (1) Identification of any known obstacles or concerns and the CED's approach to each.
 - (2) Identification of any creative or state of the art means the CED or the Department proposes to use.
2. CED participation in selecting and contracting for needed engineering or other professional services for CIRB projects. These contracts will be administered by Department.
 3. Participation in plan reviews and final submittals for projects in progress that are currently being managed by the Department.
 4. Attendance at all project meetings.
 5. Attendance at all related public meetings.

6. Monitoring of the progress for each CIRB project to assure compliance with the scope, budgetary and schedule provisions of the CIRB Program Management Plan.
7. Preparation of recovery plans and associated program revision requests for corrective actions should projects encounter difficulties that jeopardize the integrity of the 5 Year Construction Work Plan.
8. Facilitation of the revision of the 5 Year Construction Work Plan to reflect changes in budgets, schedules, cash flow or other constituents which may impact the ability to complete the CIRB projects within the proposed schedule or funding limitations of the program.
9. Preparation of monthly status reports and other reports as required by the Department.
10. Preparation of detailed invoices and claims for services provided.
11. Consultant and Contract Management

The CED may contract for services under this Agreement should it determine such contracting to be in the best interest of the CED and/or the CIRB Program. The CED will remain responsible for all work under this Agreement including quality and timeliness.

The CED is responsible for selection of consultants in accordance with applicable State and Federal rules, regulations and laws, coordination of services contracted, and for work performed under this Basic Services Scope of Services contracted to other entities.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CIRCUIT ENGINEERING DISTRICT AGREEMENT No. <<XX>>**

ATTACHMENT "A1"

CIRB 5 YEAR CONSTRUCTION WORK PLAN

<< INSERT PLAN PROJECT LIST >>

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CIRCUIT ENGINEERING DISTRICT AGREEMENT No. <<XX>>**

ATTACHMENT "B"

TASK ORDER REQUIREMENTS AND PROCEDURES

The purpose of a Task Order is to provide a vehicle to communicate, define, approve, authorize the scope of services, schedule, and anticipated costs and to reduce other parameters related to services to be provided by the **CED** writing. All efforts which are the **CED'S** responsibility and for which the **CED** expects to be compensated must be defined in an approved Task Order. Services provided by the **CED** which have not been included in an approved Task Order or modified Task Order will be considered non-participating and the **DEPARTMENT** will not be obligated to reimburse the **CED** for such services.

The **DEPARTMENT** and the **CED** will discuss the services to be provided under the proposed Task Order and agree generally that the instructions are clearly stated and understood. Following this verbal concurrence, Task Order development may be initiated.

SECTION 1: TASK ORDER DEVELOPMENT

2.1 Request for Task Order Approval – Upon receipt of verbal concurrence and as further instructed by the **DEPARTMENT**, the **CED** will prepare a Request for Task Order Approval. The purpose of the Request for Task Order Approval is to establish specifically and in a detailed format the services to be provided, technical standards, schedule, compensation, and other parameters under which the work is to be completed.

2.1.1 Each Request for Task Order Approval must include the following:

2.1.1.1 Task Order Number, Project Description, County and Job Piece Number(s).

2.1.1.2 **CED** name and Agreement Number.

2.1.1.3 Detailed, definitive, and specific scope of services including project limits (if applicable) for services to be provided.

2.1.1.4 Total budget estimate for the requested Task Order itemized by project.

2.1.1.5 Man-hour detail including an anticipated list of tasks to be accomplished, personnel classifications, and hourly rates, overhead, other direct expenses, and fees.

- 2.1.1.6 List of deliverables, if applicable.
- 2.1.1.7 Schedule for completing scope of services including all reviews and approvals by others.
- 2.1.1.8 Project Manager / Engineer and/or key personnel to be assigned to the project(s) and location(s) where work will be completed.
- 2.1.1.9 Identification of any required Consultant Services and the estimated associated costs.
- 2.1.1.10 Signature of **CED** and the date of submittal.
- 2.1.1.11 A signature Block for subsequent use by the **DEPARTMENT** in the execution and recording of the date of Task Order Approval.

SECTION 2: TASK ORDER APPROVAL

- 3.1 The following process will be followed in reviewing and approving Request for Task Order Approval applications.
 - 3.1.1 The **CED** will submit the Request for Task Order Approval to the **DEPARTMENT** for review. The **DEPARTMENT** shall review the Request for Task Order Approval to determine that it accurately and definitively describes the services to be provided; work to be completed; deliverables; estimated costs; and, if applicable, the project limits.
 - 3.1.2 Should it be determined that one or more elements of the Request for Task Order Approval are not approved by the **DEPARTMENT**, such elements shall be brought to the attention of the **CED**. Efforts will be made to resolve any elements in question.
 - 3.1.3 If it is determined that resolution cannot be achieved, the **DEPARTMENT** may elect to complete the work using its own forces or the services of others.
 - 3.1.4 Within ten (10) working days after a Request for Task Order Approval is received, the **DEPARTMENT** will either notify the **CED** that the Task Order will be approved; identify elements which do not meet with the approval of the **DEPARTMENT** and are to be considered for further discussion; notify the **CED** that the Task Order is not being approved; or notify the **CED** that the Request for Task Order Approval is being held for future consideration.
 - 3.1.5 Upon approval of a proposed Task Order, the **DEPARTMENT** and the **CED** will execute the Task Order document thereby signifying acceptance of the

specific terms and exemplified provisions therein and acknowledging the formality of this Agreement.

- 3.1.6 The **DEPARTMENT** will forward the executed Task Order to the Project Management Division for further processing and the issuance of a Task Order Contract No. and an associated Notice to Proceed.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CIRCUIT ENGINEERING DISTRICT AGREEMENT NO. <<XX>>
ATTACHMENT D – STATUTORY AFFIDAVIT**

STATE OF OKLAHOMA)
)§
COUNTY OF)

AFFIDAVIT

_____ of lawful age, and having been first duly sworn, on oath states:

1. That he or she is the agent authorized by the CED to submit the attached agreement to the State of Oklahoma.
2. That the CED has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.
3. That no person who has been involved in any manner in the development of this agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this agreement.
4. That, to the best of his or her knowledge and belief, the CED has not previously entered into a agreement with the DEPARTMENT or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by the agreement.

FURTHER AFFIANT SAYETH NOT,

SIGNATURE

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for the State of _____, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed for the purposes and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this _____ day of _____, 200__.

Notary Public

Commission Number _____ My Commission Expires: _____