

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: April 10
COUNTY DEPARTMENT MAKING REQUEST: Engineering

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Eng. Contract D-2

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

K. Blance
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 4/27/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
DISTRICT ATTORNEY
CIVIL DIVISION
2010 APR 27 P 2:10

RECEIVED
APR 27 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: [Signature]

Requisition: 11006450
 Requisition Type: Purchase Requisition
 Creation Date: 27-APR-10
 Description: NOC - OK County Project No. 2-2010-B
 Note To Approver:
 Notes:

Preparer: Kersey, Coy Yates Jr
 Approver: Ellis, Becky A
 Currency: USD

Line	Line Type	Item	Rev Category	Description	Unit	Quantity/Amount	Unit Price	Line Amount
1	Goods	906-86-000		SERVICE.ARCHI TRAFFIC AND	Each	1.00	64192	64,192.00
		Kersey, Coy Yates Jr	Supplier	TRANSPORTATION ENGINEERING				
				11006450 - MACARTHUR ASSOCIATED CONSULTANTS LLC - REMIT - - 16581				
Distributions: 1			Allocated To Account: 1110.9200.54454.2010.00000.0000.0000					
Justification:								
Note To Approver:								
Notes:								
							Total:	64,192.00

PENDING APPROVAL

Previous Approvals:

Sequence	Date	Approver	Action	Note
0	27-APR-10	Kersey, Coy Yates Jr	Reserve	
1	27-APR-10	Kersey, Coy Yates Jr	Submit	
2	27-APR-10	Kersey, Coy Yates Jr	Forward	
3	27-APR-10	Ellis, Becky A	Approve	

Approval Action (Circle One):

Approve Forward Reject

Forward To: _____

Note: _____

Signature: _____

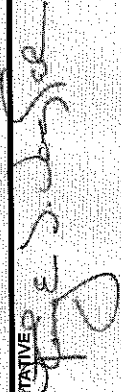


PRODUCER Reserved Resource Insurance P.O. Box 613617 WaterSound, FL 32461 (850) 231-3242		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED MacArthur Associated Consultants, LLC 3033 NW 63rd Street Suite 250E Oklahoma City, OK 73116		INSURERS AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Transportation Insurance Company INSURER C: INSURER D: INSURER E:	
		COVERAGES	
		NAIC #	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	2079853619	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS/UMBRELLA LIABILITY OCCURRENCE	B209853667	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		DEDUCTIBLE RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Valuable Papers	2079853619	10/15/2009	10/15/2010	\$400,000
A		Professional Liability	AEH003987177	01/10/2010	01/15/2011	\$1,000,000 limit per claim \$2,000,000 annual aggregate limit

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 This certificate is issued in connection with the insured's professional services for Project No. 2-2010-B, Widening of NE 10th Street at Hickman Avenue To Serve the Nicoma Park Elementary School; however, the policy limits are not reserved to the services, contract, or project mentioned.

CERTIFICATE HOLDER Board of County Commissioners of Oklahoma County 320 Robert S. Kerr Oklahoma City, OK 73102		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 	
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OKLAHOMA COUNTY, OKLAHOMA ENGINEERING CONTRACT

PROJECT NO. 2-2010-B

This contract entered into between the **Board of County Commissioners of Oklahoma County, Oklahoma**, hereinafter called the “**County**”, and **MacArthur Associated Consultants, LLC, 3033 NW 63rd Street, Suite 250-E, Oklahoma City, OK 73116**, hereinafter called the “**Consulting Engineer**”, for the purpose of providing the following, to wit:

Surveys, preliminary plans for plan-in-hand, final construction plans, estimates and general engineering supervision for the widening of NE 10th Street at Hickman Avenue to serve the Nicoma Park Elementary School.

The intent of this contract is to provide professional engineering services for the above project which includes making the necessary investigations and developing detailed construction plans when called for in the foregoing project description and as provided in the special contract requirements listed and included as part of Attachment "A" attached hereto and made a part hereof, with the most feasible design from the standpoint of geometric configuration and grades, economy, safety, traffic service, and environmental consideration for highway(s) under consideration, subject to the approval of the County.

SECTION 1

The Consulting Engineer agrees:

1. The Consulting Engineer shall compute and place upon the roadway and bridge construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible for the purpose of staking the right-of-way line for construction operations. This requirement shall apply whether the right-of-way plans are a part of this contract or prepared by the County.
2. To prepare and furnish complete detailed construction plans, when called for in the project descriptions in accordance with the County's policy and pertinent special provisions and specifications listed and included as part of Attachment "A" attached hereto and made a part hereof.
3. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, and to procure all necessary licenses and permits;
4. To be available for such conferences as the County may deem necessary in connection with the work, and the County shall have the right to inspect the work at all reasonable times at an acceptable working office or offices located at 3033 NW 63rd Street, Suite 250-E, Oklahoma City, Oklahoma.
5. That he is working under this contract as an independent contractor and not as an employee of the County and agrees to assume responsibility, to indemnify, and save harmless the County or other agency of government from all claims and liability due to his negligent acts or the negligent acts of his subcontractors, agents or employees.
6. To bind his firm including principals, officers, and employees to the same statutes, rules, and regulations as County employees insofar as conflict of interest is concerned.
7. That prior to beginning the work he shall obtain and furnish current copies (certificates) to the County of:
 - A) Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - B) Valuable paper insurance in the total amount of this Contract to assure the restoration, in the event of their loss or destruction, of any field notes, tracings, or plans obtained or prepared as a part of this engineering contract and/or any field notes, tracings, or plans furnished by the County for use in obtaining data for preparation of plans on

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this engineering contract, and to furnish and/or return same to the County upon the completion and acceptance of the plans and specifications.

- C) Professional Liability Insurance. The insurance policy coverage must be in an amount sufficient to satisfy any claims arising under The Oklahoma Political Subdivision Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that Oklahoma County be notified if the insurance carrier intends to cancel or not renew the policy.

This insurance (A, B and C) shall be maintained in full force and effect during the life of this engineering contract.

- 8. To coordinate his engineering work with the Consulting Engineer, or engineers, if any, performing the immediately adjoining engineering work, and to furnish and share survey and plan data in such a manner as will facilitate and expedite the completion of contracts for adjacent engineering work. Any written report or document generated by the Consulting Engineer in connection with this project shall become the property of the County without any right of the Consulting Engineer to restrict said use in any manner by the County.
- 9. To complete all the plans under this contract ready for letting of the construction contract in one hundred eighty (180) calendar days from the date set out in the work order issued by the County, and as further provided in the special contract requirements listed and included as part of Attachment "A" attached hereto and made a part hereof.
- 10. To furnish monthly reports to the County showing progress and fully explained reasons for any delay in completion of preparation of plans that would justify a request for an extension of contract time through the various stages to the completion of this contract.
- 11. That he and his subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the County and copies thereof shall be furnished if requested.

The County agrees:

SECTION NO. 2

- 1. To pay a total fee as shown in Attachment B as funds are available and work is authorized by the County Engineer. Said payments to be made in progressive payments as provided in the "Fee Proposal" listed and included as a part of Attachment "B" attached hereto and made a part hereof.
- 2. To make and furnish all necessary subsurface explorations, test analyses, and soil survey, including those necessary to establish location, adequacy, and suitability of borrow sources, subbase and/or stabilization material sources and to furnish recommended base and surface thickness and types.
- 3. To furnish the logs of borings or soundings showing apparent subsurface conditions and materials for basis of design of foundations for substructure when construction plans for bridges are a part of the contract.

SECTION NO. 3

It is further mutually agreed by the County and the Consulting Engineer that:

- 1. A written notice will be made to the Consulting Engineer by setting out the date he is to begin the prosecution of the contract work.
- 2. Upon County approval of the preliminary plans, a written notice will be made to the Consulting Engineer setting out the date he is to begin the prosecution of the final construction plans.

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3. The County will furnish the termini for each construction project and the Consulting Engineer will furnish a complete set of construction plan tracings and the necessary special provisions for each project.
4. When preparation of plans for bridges is a part of this contract, it is understood the bridge locations and structures are tentative only and it will be the decision of the County to determine if any increases, decreases, or change in structure type as a result of field or traffic study and/or field plan-in-hand inspection will justify an adjustment in the fee.
5. When the plans are completed to the plan-in-hand stage, representatives of the County will accompany the Consulting Engineer and other governing bodies on a plan-in-hand investigation with a view of mutual determination of design features to be incorporated in the final plans.
6. It is expressly understood and agreed by and between the parties hereto that the Consulting Engineer will hold and save the County harmless from any and all claims of damage or cause of action accruing to persons by reason of any of the work performed hereunder. The Consulting Engineer will be held responsible for the accuracy of engineering details and quantities of work to be performed. Complete structural design and hydraulic computations, neat and in good order, are required to accompany plans submitted for review. These structural computations are considered to be a part of work done under this contract and shall remain the sole property of the County. Plans received for review by the County shall be accompanied by a written statement that a detailed check has been made. Frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from said Consulting Engineer. The Consulting Engineer shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed when the final plans are submitted to the County for review. The Consulting Engineer shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this contract. The Consulting Engineer will be held responsible for any mistakes or omissions in the work of the Consulting Engineer, which appear during the final review by the County prior to advertising for contract letting and during the construction, and will be required to do any work on the plans necessary to correct the mistakes or omissions in his work, including submitting computations to support said corrections to plans without any additional compensation.
7. For any major revision in the character or scope of the work in design ordered in writing by the County, after the performance of a substantial amount of work on the plans, a supplemental agreement will be negotiated, prior to performing the additional work.
8. The County reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consulting Engineer shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
9. The County reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consulting Engineer shall be paid by the County the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the County shall be conclusive and binding.
10. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination to the County Commissioner in whose district the project is located, or his duly authorized representative whose decision after approval by the Board of County Commissioners in the matter shall be final and conclusive on the parties to the contract.
11. Calendar time will be discontinued at the discretion of the County for review of the plans at the various stages of preparation.

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12. The County will grant a request for a reasonable extension of time, if the Consulting Engineer submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control.
13. The Consulting Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
14. All work performed and submitted under this contract shall be done in a manner acceptable to the County and all tracings, plans, computation, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the County and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the County without restriction or limitation on their use.
15. The Consulting Engineer shall sign the plans submitted to the County and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
16. The Consulting Engineer shall furnish at his expense five (5) sets of finished construction plans.
17. This contract is null and void unless the amount of the contract has been encumbered by the County and approved for payment by the Board of County Commissioners.
18. This agreement cannot be assigned or subcontracted by either party without written approval of the other party.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consulting Engineer on the _____ day of _____, 2010, and the County on the _____ day of _____, 2010.

MacArthur Associated Consultants, LLC
3033 NW 63rd Street, Suite 250-E
Oklahoma City OK 73116
405-848-2474

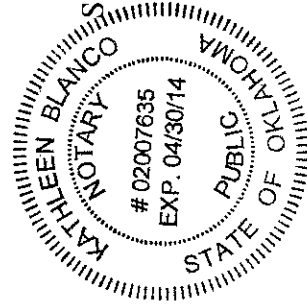


Consultant




Printed Name and Title

Keith B. Agner, Vice-President



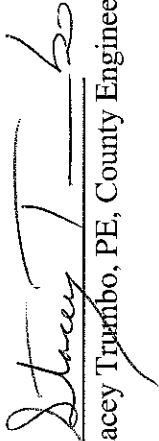
Signed before me this 23 day April of, 2010.



Notary Public
My Comm. expires 4-30-14

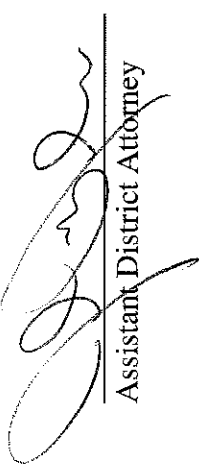
APPROVED:

PENDING APPROVAL



Stacey Trumbo, PE, County Engineer

APPROVED as to form and legality this _____ day of _____, 2010.



Assistant District Attorney 4/27/2010

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

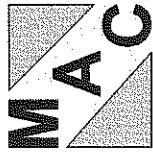
Chairman

Member

Member

Attest:

Carolynn Caudill, County Clerk



MacArthur Associated Consultants, L.L.C.
Consulting Civil Engineers

OKLAHOMA COUNTY

STREET WIDENING PROJECT
N.E. 10th STREET AT HICKMAN AVENUE
TO SERVE THE NICOMA PARK ELEMENTARY SCHOOL
SCOPE OF WORK AND FEE PROPOSAL

April 21, 2010

This document outlines the Scope of Services and Fee Proposal to be provided by MacArthur Associated Consultants, L.L.C. (MAC) to Oklahoma County for the roadway improvements along N.E. 10th Street at Hickman Avenue to serve the Nicoma Park Elementary School.

General Project Scope Description:

The project limits are along N.E. 10th Street approximately 1,500 feet east and west of the intersection of Hickman Avenue. The project limits also extend approximately 1,500 feet north along Hickman Avenue. There is a new elementary school being constructed at the intersection of N.E. 10th Street and Hickman and the intent of the project is to widen the roadway as necessary to provide for stacking distance during pick-up and drop-off times of the school day.

The existing 2-lane roadway will be widened to accommodate traffic stacking during peak times of the school day. The lane widening will be a left-turn lane for the eastbound and a dedicated right-turn lane for westbound traffic along N.E. 10th Street and a left-turn lane for the southbound traffic along Hickman Avenue. It is anticipated that the additional roadway width will be accomplished with asphalt overlay and full depth construction along both sides of the existing street.

Roadway design shall comply with 2004 AASHTO policy on the Geometric Design of Highways and Streets and the current Oklahoma County Standards.

Construction sequencing and traffic control shall be developed according to the County and MUTCD requirements.

The corridor shall be surveyed 100 feet from each side of the centerline of roadway starting and ending at the project limits as defined above. The field survey will include a survey of section lines, recon survey and a topographical survey necessary for the design of the project.

Certified ownership lists shall be obtained by MAC to document existing right of way limits. Right of way limits shall be established for the entire project and will consider utility relocation

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requirements and limited property access. Right of way documentation required for the acquisition of any additional right of way will be developed in accordance with County requirements.

MAC shall provide the necessary shoulder survey and pavement boring to establish a pavement design. The coordination and identification of all requirements for the geotechnical investigation of the roadway shall be provided to the County by MAC.

MAC will provide the utility locations within the project limits. The initial investigations will include the research of existing as-built plans and contact with known utility companies. This information will be compiled and utilized to prepare preliminary layouts of the underground utility lines. The OKIE One Call System will be utilized to field locate the existing known utilities. This work will be coordinated with the field survey to establish horizontal locations. The marked utility lines will be incorporated into the design plans. A final determination of utility conflicts will be made after preliminary roadway design is complete and potential vertical conflicts can be identified. If required, the County shall provide the subsurface utility (vertical dimensions) information to MAC. The identification of all utilities from the field survey shall be provided to the County by MAC prior to the exploration. After the potential vertical conflicts have been identified, MAC will coordinate with the utility owner of the utility line to determine actual depth.

MAC shall prepare the construction plans and specifications for the project. The preliminary plans and the Preliminary Report will be prepared and submitted for approval by the County Engineer.

Detailed construction plans shall meet the County's standards for plan submittal. The preliminary, right of way, and final construction plans shall include but not be limited to information and topography for drainage, drainage areas, drainage structures, utility lines, curve data, north arrows, bearings, fences, buildings, paving, roads, bridges, streets, signs, property and right-of-way lines, easements, driveways, intersections and interchanges, grade lines, profiles, earth work quantities, limits of cut and fill slopes, detailed and summarized quantities of all materials, traffic control data, cross sections and other pertinent information.

A cost estimate will be generated at each submittal. Quality Control and Quality Assurance shall be incorporated prior to each milestone submittal.

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The Grade, Drain & Surfacing Plans will include, but are not limited to:

1. Title Sheet
2. Typical Sections
3. Summary of Pay Quantities and General Notes
4. Summary Sheets
5. Summary of Drainage Structures
6. Drainage Area Map
7. Stormwater Pollution Prevention Plan
8. Erosion Control Plans
9. Survey Data Sheets
10. Plan & Profile Sheets
11. Sequence of Construction Plans
12. Traffic Control Plans
13. Pavement Striping Plans
14. Detail Sheets
15. Cross Sections

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ATTACHMENT B

Fee Proposal

The following is our fee proposal for the above described scope of work:

Field Survey (Appendix A)	\$7,440.00
Geotechnical (Shoulder Survey & Pavement Borings)	\$2,500.00
Roadway Plans	\$34,600.00
Right of Way Conveyance Documents (2 parcels @ \$1,000/parcel):	\$2,000.00
Utility Coordination	\$3,000.00
Total Fee	<u>\$49,540.00</u>