

GWY.9 DBP
CHEROKEE NATION®

REQUEST FOR QUALIFICATIONS

**Engineering Consulting Services
Road and Bridge Projects**



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Table of Contents

I. INTRODUCTION	4
1) SUMMARY	4
2) CONTRACTOR RESPONSIBILITIES.....	4
3) CONTRACTOR'S ACKNOWLEDGEMENTS	4
4) INFORMATION FOR CONTRACTORS AND GENERAL CONDITIONS	5
5) INDIAN PREFERENCE	6
6) WITHDRAWAL OF SUBMITTALS	6
7) SUBCONTRACTORS OR JOINT VENTURES	7
8) COST OF SUBMITTING RESPONSE	7
9) CONFIDENTIALITY	7
10) DEBARMENT	7
11) VERIFICATION OF SCOPE OF WORK	7
12) INSURANCE REQUIREMENTS.....	8
13) GOVERNING LAWS AND CONTRACT	8
14) EVALUATION PROCESS	8
15) NATION'S RIGHT TO INSPECT.....	8
16) EVALUATION CRITERIA	9
17) AWARD	9
18) DRUG FREE AND TOBACCO FREE WORKPLACE	9
19) ASSIGNMENT.....	9
20) AUDIT/EXAMINATION/RETENTION OF RECORDS	9
II. SCOPE OF SERVICES.....	11
III. PROJECT DESCRIPTION.....	11
IV. SURVEY REQUIREMENTS	11
V. DESIGN REQUIREMENTS	12
1) DATA COLLECTION AND SURVEY OF DRAINAGE AREA	12
2) FLOOD PLAIN STUDY	12
3) DESIGN STANDARDS	13
4) PLOT SURVEY DATA	13
5) SPECIAL REQUIREMENTS.....	14
VI. RIGHT OF WAY REQUIREMENTS.....	15
1) RIGHT OF WAY REGULATIONS.....	15
2) THE ENGINEER'S RIGHT OF WAY WILL PROVIDE.....	15
3) THE NATION'S RIGHT OF WAY STAFF WILL PROVIDE:.....	16
4) RIGHT OF WAY EASEMENTS AND EXHIBITS (ATTACHMENTS "D" & "E")	16
5) RESTRICTED INDIAN LAND AND TRIBAL TRUST LAND (ATTACHMENT "F").....	17
6) RESTRICTED/TRIBAL TRUST UTILITY EASEMENTS AND EXHIBITS.....	17
VII. UTILITY COORDINATION AND RELOCATION	17
VIII. PLAN SUBMITTALS.....	18
IX. CONSTRUCTION MANAGEMENT SERVICES	19
X. INSPECTION SERVICES	20
XI. SERVICES TO BE PERFORMED BY THE NATION.....	22
IX. BIDDING AND CONSTRUCTION PHASE SERVICES	22
X. ADDITIONAL SERVICES.....	23
XI. ENGINEERING FEES.....	23

XII. LIQUIDATED DAMAGES.....23

XIII. TERMS OF AGREEMENT.....24

XIV. LAWS AND REGULATIONS24

XV. GENERAL PROVISIONS24

ATTACHMENT A.....26

 EVALUATION CRITERIA..... 27

ATTACHMENT B.....31

 FLOW CHART OF PLAN SUBMITTALS AND MEETINGS.....32-34

ATTACHMENT C.....35

 ENGINEERS REQUIREMENTS FOR RIGHT OF WAY36

ATTACHMENT D.....37

 INDIVIDUAL 8 ½”X14” PARCEL EXHIBITS38-42

ATTACHMENT E.....43

 INDIVIDUAL 8 ½”X14” EASEMENT FORMS44-50

ATTACHMENT F51

 INDIVIDUAL 11”X17” TRUST AND RESTRICTED EXHIBITS52-53

 (MAP OF DEFINITE LOCATION)

ATTACHMENT G.....54

 MISCELLANEOUS FORMS:55-58

ATTACHMENT H.....59

 SAMPLE INVOICE.....60

ATTACHMENT I.....61

 REFERENCE MAIL-IN QUESTIONNAIRE.....62-63

I. INTRODUCTION

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. It is essentially the right to decide issues which affect the good of the population; to design and implement programs in response to specific needs of the population; and, to establish goals for the improvement of the organization's ability to achieve program objectives. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The Cherokee tribal registry lists more than 230,000 citizens, and half approximately live in the 14-county jurisdiction of the Cherokee Nation.

1) SUMMARY

The Cherokee Nation is requesting qualifications statements from qualified registered professional engineers for engineering consulting for projects related to road and bridge construction within the established boundaries of the Cherokee Nation.

2) CONTRACTOR RESPONSIBILITIES

Engineers or engineering firms wishing to submit qualification statements in response to this Request for Qualifications must review the requirements contained in this RFQ carefully and submit accordingly.

3) CONTRACTOR'S ACKNOWLEDGEMENTS

By submitting a qualification statement in response to this RFQ, the Contractor understands, represents and acknowledges that:

- a) All information provided by, and representations made by, the Contractor in the submittal are material and important and will be relied upon by the Nation in awarding any contract;
- b) No employee of the Nation has an ownership interest in the business or is an employee of the business;
- c) The contents of the qualification statements have been compiled independently and without consultation, communication or agreement with any other Contractor or potential Contractor;
- d) No contents of the Qualification Statement have been disclosed to any other firm or person who is a Contractor or potential Contractor, and they will not be disclosed on or before the submission deadline specified in the cover letter of this RFQ;
- e) No attempt has been made or will be made to induce any firm or person to refrain from submitting a Qualification Statement on this solicitation;
- f) The Qualification Statement is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Qualification Statement;
- g) To the best knowledge of the person signing the Qualification Statement for the Contractor, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by federal, state, local or tribal law in any jurisdiction, involving conspiracy or collusion with respect to seeking or acquiring any public contract;

- h) To the best of the knowledge of the person signing the Qualification Statement for the Contractor and except as otherwise disclosed by the Contractor in its Qualification Statement, the Contractor has no outstanding, delinquent obligations to any federal, state, local or tribal entity, including but not limited to, any tax liability.

4) INFORMATION FOR CONTRACTORS AND GENERAL CONDITIONS

The Cherokee Nation will receive submittals from firms qualified to provide these services as per the scope of work and terms and conditions contained in this Request for Qualifications and attachments. The contract will contain a cancellation clause in favor of the Cherokee Nation. The Cherokee Nation reserves the right to award to more than one firm. The Cherokee Nation will make this RFQ and the Contractor's submittal a part of the contract.

Firms under a current contract with the Cherokee Nation for road design MUST re-submit qualifications statements to be considered for future projects to be awarded under this RFQ.

Submittals should include a Letter of Intent and a Standard Form (SF) 330 and will be accepted until **5:00 P.M., Wednesday, October 27, 2021**. Submittals should be mailed to the attention of Shelly McClain, Acquisition Management Procurement Manager, Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma, 74465, or may be hand-delivered to Ms. McClain at the Cherokee Nation Financial Services Building, 17665 S. Muskogee, Tahlequah, Oklahoma, 74464. Any Letter of Intent and Standard Form (SF) 330 received after the time stated above will not be considered. Submittals mailed or delivered must be sealed and designated "Engineering Services – ROAD AND BRIDGE PROJECTS – DO NOT OPEN". The name of the individual or firm submitting the Qualification Statement should be included on the outside envelope. **Any submittal received after the time stated above will not be considered.**

All correspondence and questions regarding this Request for Qualifications and requests for additional information must be directed to Shelly McClain, Acquisition Management Procurement Manager, Cherokee Nation, at Shelly-McClain@cherokee.org and **must be received no later than October 15, 2021 by 5:00 p.m.** No interpretation of the meaning of the Request for Qualification will be made to any Contractor orally. No telephone inquiries please. **An addendum addressing all questions will be posted on the website no later than October 20, 2021 by 5:00 p.m.** A copy of this Request for Qualification will be posted on the Cherokee Nation bid website www.cherokeebids.org under Cherokee Nation procurements. **No further notification will be made other than what is posted on the Cherokee Nation bid website www.cherokeebids.org. Responses to any questions that may be posed or updates and/or addendums issued during the RFQ process will be posted only on the Cherokee Nation bid website www.cherokeebids.org under Cherokee Nation procurements. It is the responsibility of each prospective firm to monitor the Cherokee Nation bid website www.cherokeebids.org for information or updates posted regarding this Request for Qualifications. Failure of any Firm to receive any such addendum or interpretation shall not relieve such Firm from any obligation under their submittal.** All addenda so issued shall become part of the contract documents. No contact should be made with any Cherokee Nation personnel regarding this RFQ other than to the individual named above.

5) INDIAN PREFERENCE

Submittals will be accepted from Indian and non-Indian firms. Cherokee preference and Indian preference will be given to those firms certified as Cherokee-owned and Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO), P.O. Box 948, Tahlequah, Oklahoma, 74465. Proof of current certification must accompany all submittals. To receive points during the evaluation process for Indian preference, the Contractor must demonstrate they will control, direct and perform at least 51% of the Scope of Services.

In addition, by submitting a response in response to this RFQ, the Contractor agrees to the following:

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in the Cherokee Nation Tribal Employment Rights Office, a Cherokee Nation Act,, as well as the Cherokee Nation Acquisition Management Policies and Procedures . All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

Section 7(b) states:

Any contract, subcontract, grant, or subgrant pursuant to this act, the Act of April 16, 1934 (48 Stat. 596) as amended, (the Johnson-O'Malley Act) or any other Act authorizing federal contracts with or grants to Indian organizations or for the benefit of Indians, shall require to the greatest extend feasible;

- a) Preference and opportunities to training and employment in connection with the administration of such contracts or grants shall be given to Indians; and
- b) Preference in the award of subcontracts and subgrants in connection with the administration of such contracts or grants shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian financing Act of 1974 (88 Stat. 77).

A prospective Contractor seeking to receive Indian Preference under this RFQ must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their proposal. Both the front and back of the TERO certification must be submitted.

6) WITHDRAWAL OF SUBMITTALS

Any submittal may be withdrawn prior to the above scheduled due date. Any submittals received after the date and time specified shall not be considered. No Contractor may withdraw a submittal within 30 days after the actual due date. Any Contractor may modify their submittal at any time prior to the scheduled closing time for receipt of submittals, provided such communication is received in writing by the designated contact person for this RFQ prior to the closing time. No public opening will be held. All responses will be submitted based on the information contained in this RFQ. Unless a specific note is made to the contrary, the Nation will assume each Contractor's submittal conforms to the terms and conditions contained herein. All deviations to any part of these terms and conditions must be submitted in writing and clearly identified. Any deviation deemed to be significant

by the Nation will disqualify the submittal. Failure by Contractors to identify any such deviation(s) will not in the future accrue to the disadvantage of the Nation in any manner.

7) SUBCONTRACTORS OR JOINT VENTURES

The Nation will contract only with the Contractor and expects the Contractor to perform the work. Should the Contractor propose to employ a Subcontractor, the request must be made in writing to the Nation. The Nation must approve in writing any person, firm or party proposed by the Contractor to award a subcontract. The Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the Subcontractor and their performance will be the responsibility of the Contractor. All Contractors who determine a need for subcontracting must state so in the initial submittal. All Contractors proposing to enter into a joint venture under this contract must state so in their initial submittal. The Nation will review the request and notify the Contractor if their request has been approved or disapproved.

8) COST OF SUBMITTING RESPONSE

All costs in connection with the preparation and submission of a response will be paid by the Contractor. All responses submitted in response to this RFQ become the property of the Nation.

9) CONFIDENTIALITY

It is understood any information submitted to the Contractor by the Nation in respect to this RFQ embodies certain proprietary information and is loaned to the Contractor on a confidential basis. Any information acquired at the Nation or otherwise relating to processes belonging to the Nation incorporated into this RFQ shall be kept confidential. The Contractor agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the Nation and will undertake such measures as are necessary to require its employees and all approved Subcontractors or Joint Ventures to maintain complete confidentiality.

10) DEBARMENT

By submitting a response to this RFQ, the Contractor certifies to the best of their knowledge and belief that the Contractor, the firm, or any of its principals are not presently debarred, suspended, or proposed for debarment by any federal, state, local or tribal entity. This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor rendered an erroneous certification, in addition to other remedies available to the Nation or its entities, the Nation may terminate the contract resulting from this RFQ for default.

11) VERIFICATION OF SCOPE OF WORK

Each Contractor must inform themselves fully of the Scope of Work and all terms and conditions in this RFQ. Failure to do so will not relieve a successful Contractor of his obligation to carry out the provisions of this contract. All applicable laws and ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

12)INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect the Nation against any and all claims and demands arising from the execution of the contract, including Errors and Omissions Coverage.

Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with Cherokee Nation insurance requirements must be verified.

13)GOVERNING LAWS AND CONTRACT

The Cherokee Nation will make this RFQ and the successful Contractor's submittal a part of the contract. This RFQ and any subsequent contract shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFQ or any subsequent contract shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFQ or any subsequent contract, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. By submitting a response to this RFQ, the Contractor agrees to these terms and conditions. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement.

14)EVALUATION PROCESS

An Evaluation Committee of qualified persons will evaluate each submittal received. As part of the evaluation process, the Committee reserves the right to direct Acquisition Management to contact responding parties with questions regarding the submittals. The Committee reserves the right to schedule presentations with prospective Contractors. Contractors may be asked to provide additional data or oral discussion for the purpose of addressing identified concerns or questions in the submittal, clarify any ambiguities, and discuss aspects of the project and/or delivery of services. The Committee may make such investigations as they deem necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Committee all such information and data for this purpose as may be requested.

15)NATION'S RIGHT TO INSPECT

The Nation reserves the right to review and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Contractor and any proposed Subcontractors or Joint Ventures and to reject any submittal if it shall be administratively determined that the Contractor is deficient in any of the essentials necessary to assure acceptable standards of performance. The Nation reserves the right to continue this review procedure throughout the life of the contract that may arise from this RFQ.

16)EVALUATION CRITERIA

Please see Attachment A to this Request for Proposal for the evaluation criteria that will be applied.

17)AWARD

An award for this project will be made subject to available funding. An award for this project will be made at the discretion of the Nation. The Nation reserves the right to determine a submittal acceptable in terms of meeting RFQ requirements. The Nation reserves the right to accept or reject any and all submittals received and may negotiate with Contractors regarding the terms of their submittals or parts thereof. The Nation reserves the right to award a contract in the best interests of the Nation. The Nation reserves the right to award to more than one firm. All submittals associated with this RFQ become the property of the Nation.

The Cherokee Nation may review any information and data they deem necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the Cherokee Nation all such information and data for this purpose as the Cherokee Nation may request. The Cherokee Nation reserves the right to reject any submittal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Cherokee Nation such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

The Cherokee Nation reserves the right of final approval of the format of all bid documents and subsequent contract documents under this solicitation.

18)DRUG FREE AND TOBACCO FREE WORKPLACE

- a) Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition:
- b) The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

19)ASSIGNMENT

No assignment of the contract or of any right or obligation under this RFQ will be made by either party without the prior consent of the non-assigning party.

20)AUDIT/EXAMINATION/RETENTION OF RECORDS

The Contractor, any subcontractors, or joint ventures shall maintain books and records related to the performance of this contract in accordance with applicable law, terms and conditions of any contract with the Nation, and generally accepted accounting standards. Contractor shall maintain these books and records for a minimum of three (3) years after the

completion of the contract, final payment, or completion of any contract, audit, or litigation, whichever is later. All books and records shall be available for review or audit by the Nation, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Contractor agrees to cooperate fully with any such review or audit.

Print Name

Title

Company

Address

City, State, Zip

E-Mail Address

Telephone Number

Fax Number

Signature of Authorized Individual

Date

II. SCOPE OF SERVICES

General: This agreement includes roadway and bridge projects within the Cherokee Nation, herein after referred to as the “Nation”. Projects will be selected by the Nation and separate task orders will be issued to the Engineer for each project by the Director of Department of Transportation for the Nation. The Engineer shall upon receipt of a duly executed Task Order perform all professional services necessary as generally described herein.

Guidelines: The Engineer shall review the following documents to become familiar with requirements for guidelines of Tribal Transportation Program roadway design and right-of-way boundaries:

- a) Code of Federal Regulations, Title 23, Parts 625, 626, & 645
- b) Code of Federal Regulations, Title 25, Parts 169 & 170
- c) Code of Federal Regulations, Title 49, Part 24
- d) AASHTO – Policy on Geometric Design of Highways and Streets
- e) Guidelines for Geometric Design of Very Low-Volume Local Roads
- f) Oklahoma Department of Transportation Drainage Design Manual
- g) AASHTO LRFD Bridge Design Specifications

III. PROJECT DESCRIPTION

Individual project information will be supplied on a project-by-project basis (Name, Project No., Survey Information, Location of Project, and etc.) by the Department of Transportation of the Nation.

IV. SURVEY REQUIREMENTS

Full-Time Services for Surveying and Mapping

Personnel: The Engineer will provide the following personnel to perform on-site services:

- a) Full-Time services, as required, of a survey crew for all functions relating to services normally performed in obtaining data for preliminary and final surveys.
- b) Services, as required and approved by the Director of Department of Transportation, of a Registered Land Surveyor and Registered Professional Engineer for related specific survey problems.
- c) Prior to utilization of any personnel at the site location, the Engineer shall furnish the Director of Department of Transportation with names of party chiefs, crew chiefs, etc. The Director of Department of Transportation shall have the right to require the Engineer to remove and replace any personnel for cause such as, but not limited to, insubordination, carelessness, or incompetence.
- d) Full-Time services of all professional and technical staff necessary to evaluate raw survey data. Produce, as required: right-of-way maps, cross sections, individual ownership plats and land descriptions as required, for preliminary plans.
- e) The Engineer’s specialized personnel will be required to periodically visit the Nation’s offices to obtain special data to insert into standard plans or contract documents, or to receive special instructions for items to be included in their contract.

- f) Road location survey by the Engineer will establish vertical and horizontal survey control in Oklahoma State Plane North Coordinates using current GEOID model.
- g) Field notes shall be kept in standard field notebooks supplied by the Engineer. Electronic copies of the field notes shall be provided to the Nation upon request at any time during prosecution of the work.
- h) Upon final approval of the horizontal alignment by the Nation, the Engineer shall set centerline stakes at each station and iron pins at each PI, PC, PT, POC, and POT's. Where centerline is in an existing roadway, a 60d nail with a red plastic strip tied around the shank shall be driven at each station and an offset stake with station, number, and offset distance marked upon it shall be set beyond the road shoulder line, preferably all on the same side of the road. PI's, PC's, PT's and required intermediate POC's and POT's will be referenced and perpendicular to centerline. PI's, PC's, POC's, and POT's shall be set with not less than ½" diameter, 2 foot long reinforcing bar. Pin shall be driven flush with ground, flagged, and painted (if paved).
- i) Permanent land ties shall be made referencing the beginning and ending points and any additional points crossing property lines.
- j) Bench marks, consisting of railroad spikes or bench ties in trees or power poles or a "+" mark chiseled on permanent stationary structures, will be set outside the construction limits at intervals not to exceed 500 feet. Elevations are to be referenced to U.S.G.S. datum and shall be in feet.
- k) The Nation shall be given a hard copy and a disk of all survey data files in a comma separated value (CSV) format. That format shall be as follows: Point No., Northing, Easting, Elevation, and Description.
- l) Control Points shall be clearly marked using 4 foot lathes with offset distances to the point. If the points fall within an existing paved road the point shall be clearly marked and painted with offset lathes set. A list of all control points shall be provided with the data files to the Nation.
- m) Right of Way, Utility, Temporary, and Drainage Easements will need to be staked during Right of Way acquisition and Utility Relocations at no additional cost to the Nation. The Surveyor will be prepared to stake said easements within 48 hours of notification.
- n) The Engineer's personnel shall be required to notify land owners, prior to accessing private property, of their intent, location of crews, obtain temporary access, etc.

V. DESIGN REQUIREMENTS

1) DATA COLLECTION AND SURVEY OF DRAINAGE AREA

Data Collection and Survey of drainage areas will be conducted according to Chapter 5 of the ODOT Roadway Drainage Manual.

2) FLOOD PLAIN STUDY

The Engineer shall investigate the possibility of the project being in a flood plain area and the possible impact of the road construction. If the project is in a flood plain, the Engineer shall be required to obtain clearance from the appropriate authorities. If not, a memorandum stating such shall be furnished for the project records.

The Engineer will provide information for 404 permits as requested by Cherokee Nation Department of Transportation.

3) DESIGN STANDARDS

- a) The design and details furnished for the roadway shall conform to the current standards adopted by the American Association of State Highway and Transportation Officials entitled, A Policy on Geometric Design of Rural Highways and Streets or Guidelines for Geometric Design of Very Low Volume-Local Roads (ADT < 400)
- b) The design selection and location of traffic signs shall conform to the current standards of MUTCD, Manual on Uniform Traffic Control Devices for Streets and Highways.
- c) The design selection for Bridges and Structures shall conform to the current AASHTO LRFD Bridge Design Specifications.
- d) Plan submittals shall follow the "*Flow Chart of Plan Submittals and Meetings*" requirements of the Nation. (Attachment B)
- e) The Engineer shall furnish the Nation a copy of calculations, including computer printout information, necessary to verify all design and estimating output.

4) PLOT SURVEY DATA

- a) Plan and Profile (P & P) sheets shall be drawn to an English scale of not less than 1" = 100' horizontal and 1" = 10' vertical. Engineer agrees to provide Nation all plans in computer digitized form compatible with the latest version of AutoCAD Civil 3D for all drawings and Microsoft Word for all specifications. Engineer shall furnish Nation with copies on disk of all plans and specifications in their proper format.
- b) The existing centerline ground profile shall be plotted to a scale of not less than 1" = 100' horizontally and 1" = 10' vertically.
- c) The Engineer shall plot the project centerline showing stationing and bearings and all pertinent topographic data, including existing roads, entrances, bench marks, cemeteries or headstones, drainage structures and features, right-of-way lines, easements, buildings, wells, utility lines, fences, wooded areas, etc., within 300 feet each side of centerline.
- d) The Engineer may choose to provide aerials for the topographical information at his own cost.
- e) The Engineer shall also show property lines, easements and land ownership of all affected parcels of land.
- f) All data shall be plotted to scale in ink in a manner that will reproduce in clear and legible prints on 11"x17" sheets furnished by the Engineer, subject to approval by the Nation.
- g) The Engineer shall provide an electronic copy of the project for all checks and final drawings.
- h) All plans shall include standard sheets such as:
 - i. Title Sheet
 - ii. Typical Sheets
 - iii. Detail Sheets
 - iv. Any Special Design or Detail Sheets
 - v. Mass Diagram with balance points

- vi. Storm Water Management Plan (SWMP)
- vii. Construction Sequence and Signing Layout
- viii. Drainage Structures Design Record w/Drainage Map
- ix. Summary Sheets
- x. Summary of Pay Quantity Sheets
- xi. Right of Way Provision Sheet
- xii. Plan & Profile Sheets
- xiii. Cross Section Sheets

Examples of the above list will be provided upon request.

- i) Revision dates shall be placed on the Plan and Profile and cross-section sheets when any changes or updates are made. Required revisions will be made by the Engineer at no extra cost to the Nation.

5) SPECIAL REQUIREMENTS

- a) The Engineer shall prepare a preliminary construction cost estimate.
- b) The Engineer shall prepare a signed and stamped engineering estimate of construction costs based on the pay item and pay unit set forth in the most current Standard Specifications for Highway Construction, Oklahoma Department of Transportation.
- c) The Engineer shall participate in all plan-in-hand inspection scheduled by Cherokee Nation Department of Transportation for the purpose of reviewing the documents in the field. The Engineer shall prepare meeting minutes for Nation.
- d) The Engineer shall make any and all changes brought out during the plan-in-hand inspection at no additional cost to the Nation and incorporate these changes into the original set of plans and estimates.
- e) Copies of all final computations for items shown on Pay Quantities sheet shall be furnished to the Nation if requested.
- f) The Engineer shall make revisions needed to the plans during Right of Way Acquisition at no additional cost to the Nation
- g) Prior to submitting a 60% set of construction the Engineer must have a 100% confirmation from all utility companies that they have accepted and approved the proposed utility corridors established for relocation.
- h) The Engineer shall provide Right of Way Provision Sheet(s) for the construction plans after all Right of Way Acquisition is completed.
- i) The Engineer shall acquire all permits as needed for the project from the Oklahoma Department of Transportation. A copy of the permits and all supporting documentations will be supplied to the Nation following ODOT approval.
- j) The Engineer will provide a signed and stamped Health and Safety Certification for the PS&E.
- k) The Engineer shall provide a Federal Lands Highway Office Tribal Transportation Program (TTP) Design Standards Certification listing all exceptions on the project with suggested mitigation.
- l) The Engineer will provide any forms or information requested for Environmental studies. This may include delineating grasslands and wooded acreages for bat and beetle studies at no additional cost to the Nation.

- m) The Engineer will be required to attend all community meetings pertaining to their projects as required by the Nation. They will also need to be prepared to speak to a group of landowners about the project and answer questions pertaining to the design of their project. The Engineer will be available for meetings with individual property owner as required by the Nation.

VI. RIGHT OF WAY REQUIREMENTS

1) RIGHT OF WAY REGULATIONS

- a) Code of Federal Regulations, Title 49 Part 24, Uniform Relocation Assistance, Real Property Acquisition Policies Act of 1970.
- b) Code of Federal Regulations, Title 25 Part 169, Rights Of Way Over Indian Lands
- c) Engineers Requirements for Right of Way (Attachment “C”)

2) THE ENGINEER’S RIGHT OF WAY WILL PROVIDE (if selected to acquire):

- a) Right-of-way (R/W) acquisition of all fee parcels, restricted/trust/tribal parcels, including but not limited to highway easements, temporary construction easements, drainage easements and utility easements pursuant to applicable regulations.
- b) Provide qualifications of an adequate amount of R/W personnel, manager and key staff who will be assigned to the Nation’s projects. Qualifications should reflect experience in acquiring R/W on federally funded road and bridge projects as well as competency to perform all R/W services requested within a designated time frame and within the scope of services.
- c) Fee Proposal – fee schedule for selected project. (Negotiated on project by project basis)
- d) If selected to provide acquisition services, Engineer R/W staff must attend a pre-acquisition meeting with the Nation to discuss but not limited to: scope of services, discussion of expectations, negotiation allowances and to discuss issues and concerns prior to the start of acquisition.
- e) If selected to provide acquisition services Engineer R/W will submit a project schedule with timeline of estimated right-of-way completion dates for the following R/W activity: NOI Letters mailed; Title research/title certificates; Master Addenda; Legal descriptions, R/W staking; all waivers and appraisal reports completed; all appraisal reviews completed; offer packets completed; all acquisition offers made; all acquisition completed; all relocation completed.
- f) Contact with the public, municipalities, the Nation, Dept. of Interior, and private companies, must be conducted with the highest levels of professionalism and public service in mind.
- g) All waivers and appraisals will be thoroughly reviewed by the Engineer’s R/W staff before submitting to the Nation for review and approval. Any corrections needed will be made at no extra cost to the Nation.

- h) All offer packets will be thoroughly reviewed by the Engineer's R/W staff before submitting to the Nation for review, approval and signature. Offer letters will be signed by the Nation as well as the county commissioner.
- i) A Monthly R/W status report is due by the 7th day of each month. The report should contain at a minimum: parcel no., name, offer date, original offer amount, counteroffer and brief notes of property owner contact. A Misery report containing this information is also acceptable. On occasion the Nation may request specific parcel updates prior to the monthly submittal.
- j) All easements, except temporary easements shall be filed of record with the office of the county clerk. Coordinate with the county commissioner if necessary.
- k) A R/W clearance letter shall be furnished stating that all easements needed for the project have been acquired in accordance with the project plans and specifications and listing the date that acquisition was completed.
- l) Deliverables at the end of the project will include: all original parcel files and a USB flash drive or other acceptable data storage device containing scanned documents of all original parcel files.

3) THE NATION'S RIGHT OF WAY STAFF WILL PROVIDE:

- a) Complete electronic set of Engineers Requirements for Right of Way. See (Attachment "C"). Included are examples of:
 - i. Individual 8½"x14" Parcel Exhibits. See (Attachment "D").
 - ii. Individual 8½"x14" Easement Forms. See (Attachment "E").
 - iii. Individual 11"x17" Trust and Restricted Exhibits. See (Attachment "F").
 - iv. Miscellaneous Forms: Cherokee Nation W-9; Payment of Compensation Form; NOI Letter; and Offer Letter. See (Attachment "G")
- b. Title research with landowner names and instruments from the County Clerk records will be submitted to Engineers who are not providing acquisition services.

4) RIGHT OF WAY EASEMENTS AND EXHIBITS (ATTACHMENTS "D" & "E")

- a) Prepare right-of-way descriptions based on centerline survey and land ties.
- b) Shall be prepared as required by laws and regulations in the State of Oklahoma by or under the guidance of a Land Surveyor registered in the State of Oklahoma.
- c) Include an 8½"x14" Exhibit and Easement for each proposed landowner.
- d) All legal descriptions written for each parcel must:
 - i. Use Metes and Bounds and include the existing right of way, and proposed new right of way.
 - ii. Give a section tie with bearings and distances for the Point of Commencement, or Point of Beginning along with the section tie there will be bearings and distances shown on the Exhibit. See (Attachment "D").
 - iii. The statutory R/W and existing R/W must be included in the parcel where applicable and included in the description.
 - iv. All curve descriptions must have three callouts: Chord Bearing, Chord Length, and Radius stacked. See (Attachment "D" & "E").

- e) The Easement form must show the following: type of easement parcel number, project name, project number, and owners name as it is shown on the deed, County, land ties, and acreage. The form must be filled out in its entirety. See (Attachment "E") for example of easement forms.
- f) The Easement forms shall have margins and other instrument requirements that comply with Nov. 1, 2019 SB 667, Amending 19 O.S. 2011, Section 298.
- g) The Exhibit shall contain basic information as shown on Attachment D, consisting of, but not limited to: legal description, property owner name, station(s), existing road, and drives, proposed road and drives, project name, county, parcel/name/acreage box.
- h) Any revisions or R/W provisions approved must be changed on the P&P's, easements, and exhibits to reflect the changes, and an electronic copy (PDF) of the documents supplied with updated sheets within a week after changes are submitted.
- i) Each time a revision is made to the P&P's and exhibits a revision change and date should appear on the P&P's and exhibits.

5) RESTRICTED INDIAN LAND AND TRIBAL TRUST LAND (Attachment "F")

- a) A one sided 11"X 17" individual Map of Definite Location exhibit for: Permanent Highway Easements and Temporary Construction Easements.
- b) Map is to be prepared pursuant to 25 CFR 169, Rights of Way over Indian Lands, as shown on Attachment F.
- c) Electronic copy (PDF) of individual 11x17 Map of Definite Location.

6) RESTRICTED/TRIBAL TRUST UTILITY EASEMENTS AND EXHIBITS

- a) A one sided 11x17 Utility Map of Definite Location exhibit for Trust and Restricted properties. See (Attachment "F").
- b) On both Trust and Restricted properties a separate 11x17 Utility Exhibit will be required for each utility company, and each utility company name stated thereon.
- c) Map is to be prepared pursuant to 25 CFR 169, Rights of Way over Indian Lands, as shown on Attachment F.
- d) Electronic copy (PDF) of individual 11x17 Map of Definite Location.

VII. UTILITY COORDINATION AND RELOCATION

- 1) The Engineer shall locate and determine ownership of all overhead and subterranean utilities within the limits of construction.
- 2) The Engineer shall conduct a Preliminary Utility Meeting to verify existing locations and obtain specifications regarding the existing facilities of each impacted utility company. Comprehensive meeting notes must be submitted for review by each utility company and the Nation.
- 3) If it is determined that there is no impact to a specific utility, the Engineer shall obtain written confirmation of such findings.

- 4) The Engineer shall establish utility easements of sufficient width (minimum 15') to accommodate the relocation of all impacted utility facilities. Utility easements shall only be established when necessary for the relocation of impacted utility facilities.
- 5) The Engineer shall submit the proposed utility easements to the Nation and each impacted utility company for review and acceptance. Any modifications to the utility easements following this acceptance will be at the cost of the individual utility company.
- 6) The Engineer shall refer to 23 CFR 645 when determining if an individual utility company is eligible for reimbursement for any relocation costs.
- 7) Utility companies requesting reimbursement for engineering and design services must submit a Cherokee Nation Utility Relocation Agreement to the Nation for approval.
- 8) The Engineer shall obtain, review, and accept utility relocation plans from each impacted utility company. Acceptance must include a detailed review that the proposed relocation plans are within the accepted utility easements and that all mainline and driveway crossings will not obstruct the progress of the road construction.
- 9) The Engineer shall submit relocation plans for each impacted utility company, following acceptance, to the Nation.
- 10) Utility companies requesting reimbursement for cost incurred during the relocation of the impacted facilities must submit a Cherokee Nation Utility Relocation Agreement to the Nation for approval.
- 11) The Engineer shall compile and supply the Nation with a comprehensive set of Final Utility Relocation plans, pdf and dwg, indicating the proposed placement of all impacted utility facilities.
- 12) The Engineer shall provide the Nation a file containing survey control information.
- 13) The Engineer shall ensure utility easements are properly staked during utility relocation.
- 14) The Engineer shall provide the Nation with a set of As Built plans following the relocation of all impacted utilities.
- 15) The Engineer will also submit a letter of acceptance when submitting Right of Way plans acknowledging the following: (1) all utilities companies have been notified of construction (2) all utility companies have agreed they will be relocated in a specific location in the utility easements provided (3) the Engineer has checked all utility plans and agree that the utilities are in the proper location and will not interfere with construction.

VIII. PLAN SUBMITTALS

All plan submittals shall be made to:

Cherokee Nation
ATTN: Director of Department of Transportation
P. O. Box 948
Tahlequah, OK 74465-0948

All mailing costs to the Nation shall be the responsibility of the Engineer. All mailing time to the Nation shall be charged to the Engineer.

IX. CONSTRUCTION MANAGEMENT SERVICES

The Construction Management Team will provide the following: administrative management and related services necessary to administer projects and to coordinate the work of Contractors and Subcontractors during the Construction Phase of projects, including but not limited to:

- (a) schedule, coordinate & conduct weekly construction meetings;
- (b) record, maintain, and distribute minutes of the construction meetings;
- (c) in consultation with CNDOT, the Engineer, and Contractor, review and/or implement procedures for the handling and disposition of the Contractor's requests for information or clarifications;
- (d) in consultation with the Engineer and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary;
- (e) monitor construction costs, evaluate change orders, and develop project financial reports;
- (f) participate in the review of progress payments to Contractors and, in consultation with CNDOT, the Engineer and the Project Inspector, make recommendations for the disbursement of progress payments to Contractors;
- (g) in conjunction with CNDOT, Project Inspector, and the Engineer, determine that Substantial Completion and Final Completion have been achieved for projects;
- (h) Upon the Contractor achieving Substantial Completion, participate with CNDOT and the Engineer to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the project.

Proposed Scope of Work

The selected consultant will be required to provide construction management services for the Cherokee Nation Department of Transportation including but not limited to the following:

Work with implementation planning team to finalize the work that has been identified to be completed to mitigate impacts to the activities of the Cherokee Nation.

Assist CNDOT in selecting the appropriate design and engineering firms, if necessary, for specific projects.

During the design phase of projects, provide technical design review and coordination of stakeholder comments, regulatory agency interface, cost estimating, construction document preparation, meet with project stakeholders from CNDOT, or identified by CNDOT, and Engineers.

Assist CNDOT staff during pre-bid phase with permit and licensing requirements, preparation of the construction bid documents, and contractor/subcontractors prequalification.

Coordinate the bid process and timeline in conjunction with CNDOT staff. Assist by attending meetings, plan in hands, negotiations, etc., leading to contract award. Prepare responses to Pre-Bid Inquiries.

Work with contractors and staff for job start-up, construction schedules, overall construction quality, supervision of contractors, coordination with all parties for site management, have site presence, work with CNDOT and contractors on change orders, progress payments, as-built information, punch lists.

Prepare punch list, coordinate owner-training, assist with recommendation for substantial and final completion, and assist with outstanding payment issues, final cost documentation, and finalization of as-built drawings.

The selected construction management firm shall include the regular and routine reporting of the projects costs and progress to CNDOT staff. The reporting to be completed shall be a bi-monthly project update report of all projects the firm is assigned, and shall be organized by county, project phase, and activities that are currently on-going and upcoming major milestones.

As noted above, the firm selected will ensure that Nation is expending resources efficiently and work is being scheduled to not impact related projects.

X. INSPECTION SERVICES

Scope of Work: The scope of work includes, but is not necessarily limited to, the following tasks;

Direct Testing Activities – The consultant will ensure that CNDOT material testing service provider performs the required tests for materials installed on the project. When necessary the consultant will inform CNDOT’s Materials Testing Lab personnel and/ or the Project Materials Engineer when operations and progress of the work allow key samples to be taken.

Preconstruction Meeting – The consultant inspector will attend a preconstruction meeting prior to the beginning of construction. Attendees will include the consultant inspector, the contractor, subcontractors, county commissioner, TERO staff, and CNDOT Staff.

The construction inspector will be onsite daily. The inspector must be ODOT certified. The amount of time the inspector will need to be onsite will be dependent on the work being performed and weather conditions. On rainy days, as a minimum, the inspector will need to observe the performance of the erosion control devices. During warm dry weather the inspector may need to be onsite all day. The inspector is to be onsite at all times while work is being performed for federally funded projects.

The construction inspector’s responsibility will be to observe and document all construction for subsequent certification that it meets CNDOT and ODOT Standards, as well as approval of daily reports for payment quantities entered by the contractor (discussed below). The

inspector will be responsible for summarizing the activities observed during the day in a daily report that follows the outline set forth in the CNDOT Construction Manual Records and Reports – Inspectors Daily Report.

Daily Quantity Reports – The consultant shall be responsible for the verification and approval of payment quantities that the contractor submits into their Daily Report as daily quantity reports. The consultant shall monitor the installed quantities daily and alert CNDOT staff immediately of any quantities in excess of the estimates.

Supplemental Agreements – The consultant will review all contractor claims for supplemental agreements (change orders) with CNDOT Staff and determine if the Supplemental Agreement is within the scope of the work and necessary to complete the project. The consultant must obtain concurrence from CNDOT prior to executing the Supplemental Agreement.

Request for Extensions in Contract Time and Additional Compensation (claims) – The consultant will process requests for time extensions and/ or additional compensation by the contractor per CNDOT guidelines.

Payment Requisitions - The consultant shall be responsible for the month-end process of approving final quantities for payment, making adjustments to the previously approved daily reports as needed, and creating the monthly payment requisitions.

Punch lists - The consultant shall create punch lists as necessary which needs to be performed by the contractor. The consultant shall monitor and report the contractor's progress in completing punch list items.

Job Site and Work Zone Safety – The construction inspector(s) onsite shall fully comply with the certification requirements of the Oklahoma Department of Transportation Implementation of the FHWA Final Rule on Safety & Mobility 23 CFR 630 Subparts J & K. The inspectors will have the authority as an agent of the CNDOT to issue a stop work order whenever unsafe conditions are observed.

Conformance with ODOT Encroachment Agreements – When applicable, the consultant is responsible to insure that the work being performed is in accordance with the ODOT encroachment agreements at all times.

Project Materials & Testing Requirements – The consultant will ensure that the project has met CNDOT's requirements for:

- i. Sampling and testing
- ii. Using Qualified technicians
- iii. Fulfilling The FHWA "Buy America" Requirements
- iv. Using approved materials
- iv. Resolving any failures or discrepancies

Review and Approval of As-Built Submittals. The consultant shall be responsible for approving the as-built submittals by the contractor and insuring that they are in compliance with the CNDOT's requirements.

Project Closeout – The consultant shall prepare all project closeout documents and verify that the closeout requirements have been met. Projects will follow the CNDOT’s closeout process for “Locally Administered Federally Funded Projects. Coordination with the materials testing consultant will be required.

Project Audit - Should the project be subject to audit by City, State, or Federal agencies the Consultant will take the lead role in responding to the audit.

XI. SERVICES TO BE PERFORMED BY THE NATION

The Nation will review the Engineer’s proposed location and where necessary, superimpose road alignments including changes on topographic maps prepared by the Engineer, stationing, location of stream channel, and other pertinent information required by the Engineer for preparation of preliminary design.

The Nation will make field checks of the completed work, as required, to insure compliance with the required accuracy of maps and terrain notes as noted herein and other established standards for this type of work.

The Nation will furnish to the contractor such documents as they may request that are available and pertinent for the purpose of accomplishing the work herein described. This includes sample copies of:

- a) Finished designed plans
- b) Contract Standard Documents
- c) Right-of-Way maps/plats
- d) Trust and Restricted Examples

The Nation shall:

- a) Designate individuals with whom the Engineer will coordinate their work.
- b) Schedule plan-in-hand inspection (P & E).
- c) Review all material submitted by the Engineer.
- d) Approve or reject all recommendations made by the Engineer.
- e) Schedule progress-review meetings as necessary to ascertain completion of the design in a timely manner.

The Nation shall have a minimum of thirty (30) days to review and comment or approve all Engineer produced documents based on the day of receipt by the Nation.

IX. BIDDING AND CONSTRUCTION PHASE SERVICES

The Engineer will provide the following services during the bidding and construction phases:

- a) Assist the Nation in advertising the project for construction bids.

- b) Respond to Contractor's questions during the bid advertisement.
- c) Prepare addenda for the Nation to issue during the bidding phase.
- d) Attend bid openings.
- e) Provide Bid Tabulation and letter of recommendation.
- f) Schedule and conduct a preconstruction conference with the Nation and the Contractor. Prepare meeting minutes for Nation.
- g) Review and approve any shop drawings and proposed design alternatives submitted during construction.
- h) Attend Project Final Inspection and prepare meeting minutes for Nation.

X. ADDITIONAL SERVICES

Upon the request by the Nation, the Engineer will perform:

- a) Additional services such as resident inspection, site visits during construction, preparation of change orders, final inspections, testing, surveying, or other services.
- b) The Engineer will at no additional cost redesign any design errors found during construction. To avoid delays and additional costs in construction these redesigns will be made priority over all projects undertaken by the Engineer and the firm.
- c) When requested by the Nation, the Engineer will provide a review and stamped approval of plans and specifications developed by the Nation.
- d) When requested by the Nation, the Engineer will submit an "as-built".

XI. ENGINEERING FEES

The Engineer shall be paid progressively, based upon the stages of work completed, in the manner and in accordance with the percentages for each stage of engineering contract completion as established herein. Final payments shall be made upon completion of all stages included in the engineering contract. 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. Copies of all field notes, tracings, and other documents prepared by the Engineer under this Agreement shall be delivered to and become the property of the Nation. The Engineer's invoices shall include the purchase order number and/or work order number as assigned and issued for each project by the Director of Department of Transportation for the Nation. A Sample Invoice is attached to this RFQ as Attachment H.

Engineering fees will be negotiated on a project by project basis based on a scope of work prepared by the Nation. A written task order containing the project description, scope of work, period of service with a deadline for work to be completed, and lump sum fees to be paid to the Engineer by the Nation will be issued by the Director of Department of Transportation as the Nation's representative.

XII. LIQUIDATED DAMAGES

If the Engineer fails to deliver the supplies or perform the services within the time specified in the Agreement or any extension, the Engineer shall, in place of actual damages, pay to the Nation as fixed, agreed, and liquidated damages in the amount of fifteen percent (15%)

of the total Agreement value. If delivery or performance is so delayed, the Nation may terminate this Agreement and in that event the Engineer shall be liable for fixed, agreed, and liquidated damages accruing until the time the Nation may reasonably obtain delivery or performance of similar supplies or services. The Engineer shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Engineer.

XIII. TERMS OF AGREEMENT

This Agreement shall be for a period of one year from the date of the Agreement with the option to extend an additional 4 years, subject to funding availability and satisfactory delivery of services.

XIV. LAWS AND REGULATIONS

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

Engineer shall comply with all applicable laws, ordinances, rules, and regulations of any governmental and state agencies having jurisdiction and shall pay any fine, penalty, loss, damage, or expense resulting from the Engineer's failure to comply therewith.

XV. GENERAL PROVISIONS

This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof.

This agreement shall be governed by the laws of the United States and, where applicable, the laws of the Cherokee Nation. The parties agree that their respective performances herein shall be governed by an obligation of good faith.

Engineer further agrees to assume the entire responsibility and liability for losses, damages, and claims arising out of the injury to its own employees, agents, or subcontractors or damages to its equipment or other property and agrees to indemnify, defend, and hold harmless the Nation and its employees, agents, or representatives against all claims or expenses for such losses, including reasonable attorney fees, arising out of the performance of this Agreement. Engineer shall provide an original Certificate of Insurance naming Cherokee Nation as a certificate holder with a ten (10) day cancellation clause. Certificate of Insurance shall reflect liability coverage in the amount of One Million Dollars (\$1,000,000.00). Engineer agrees to maintain and have in full force and effect insurance coverage stated herein during the life of this Agreement.

The Nation's obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment of services can be made. Funds are available for

performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the Nation for any payment may arise hereunder until funds are made available by the designated officer of the Nation for performance and until the Engineer receives notice of availability from the Nation's designated officer.

The Nation is a sovereign nation and enjoys the full privileges of a sovereign's immunity from suit as recognized by the United States Congress and the United States Supreme Court. Execution of this Agreement shall not be construed to be a waiver of sovereign immunity, and neither shall any clause herein be construed to effectuate the consent to suit, as the Nation expressly declines to waive sovereign immunity.

All notices required herein shall be sent via U.S. Mail, postage paid, as follows:

To the Nation:

Cherokee Nation
ATTN: Director of Department of Transportation
P. O. Box 948
Tahlequah, OK 74465

To the Engineer:

This Agreement may be terminated or canceled by either party upon thirty (30) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the Nation shall pay the Engineer for all services provided up to point of termination or cancellation.

The Nation and Engineer hereby agree that the services specified in the Agreement may not be delegated or assigned without prior written consent of the Nation.

No change or modification of the terms and conditions of this Agreement shall be effective unless reduced to writing and executed by both parties hereto.

ATTACHMENT A

EVALUATION CRITERIA

EVALUATION CRITERIA

Responses to this Request for Qualifications will be accepted by the Cherokee Nation Acquisition Management Department for the period specified in the cover of this document. Responses are to be prepared on standard 8.5" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permitted. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material presented must be written in English.

The Offeror submitting a proposal must provide clear documentation in support of the rating factors below. All responses will be evaluated based upon the following criteria:

1) INTRODUCTORY LETTER (Pass/Fail)

Mandatory Information

- a) A statement in the introductory letter shall name the person or persons authorized to represent the Offeror in any negotiations and sign any contract that may result.
- b) If any addenda were issued, it shall be acknowledged in this letter.
- c) Disclose any litigation to which the firm is a party
- d) Disclose any bankruptcy settlements or unpaid judgments against the firm or its principals
- e) Disclose any previous contracts that the firm defaulted on and/or was terminated and reasons for the default(s) and/or terminations(s)
- f) Provide a statement indicating that certifies to the best of knowledge and belief that the Offeror, and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal, State, Local agency or Indian tribe
- g) Provide a statement indicating that the Offeror has in effect or can obtain the insurance coverage **required** by the Nation

2) TERO CERTIFICATION (10 Points)

Evaluated Information

Indian preference: Preference shall be given to Indian owned firms as certified by the Cherokee Nation Tribal Employment Rights Office (TERO). Offerors requesting Indian preference consideration must attach a copy of their valid TERO Certification. The Offeror shall also so demonstrate their firm will directly control, manage and perform at least 51% of the Scope of Work for each project.

Points will be awarded as follows:

- a) Cherokee Nation TERO certified (10 points)
- b) TERO certified by another Federally recognized tribe (5 points)
- c) No TERO certification available (0 points)

3) ORGANIZATION, QUALIFICATION, & EXPERIENCE (25 points)

Mandatory Information – Staff Only – Provide Contracted Staff Separately

- a) Company name, and a statement indicating that the Offeror is a corporation or other legal entity (which must be clearly specified, i.e., corporation, partnership, joint venture, limited liability partnership or company, trust, etc.), and indicating the jurisdiction where the Offeror is organized.
- b) Federal Tax ID number
- c) An authorized representative of the Offeror must sign the proposal and their name and title must appear below the person's signature. The signing of the proposal certifies:
 - i. The person signing the proposal has the legal authority to do so on behalf of the Offeror;
 - ii. The Offeror has not made and will not make any attempt to induce any other person or firm to submit or not submit a proposal;
 - iii. That to the best of the Offeror's knowledge, no employee of the Nation, or any partnership or corporation in which a Nation has an interest, will or has received any remuneration of any description from the Offeror, either directly or indirectly, in connection with the letting or performance of any contract resulting from this RFQ;
 - iv. The statements contained in the proposal are true and complete to the best of the Offeror's knowledge.
- d) Name, telephone number, position/title and email address of a person who will represent the company during the course of this evaluation and who can be contacted in case questions arise concerning the proposal.

Evaluated & Mandatory Information

- a) List the number of employees and how many with certifications, licenses, degrees, etc. will be assigned to the delivery of this RFQ. List the certifications, licenses, or other specialized expertise that support your qualifications.
- b) Number of years the Offeror has been in the business.
- c) Specific areas of expertise applicable to the described work.
- d) Similar projects, by type, location and total project cost, which have been performed by the Offeror. Do not include projects that current personnel performed for another firm. Please note proposals may be excluded from further consideration if projects are included that the Offeror did not perform.
- e) Describe any other contracts the Offeror currently has in force that may compete for the resources that will be needed to complete this project. List the number of hours remaining and estimated completion date for each project.

4) PROJECT MANAGEMENT & KEY STAFF (25 points)

Evaluated & Mandatory Information

- a) Provide information for the Project Manager and key staff who will be assigned to the Nation's projects. Including information for Right of Way project manager and staff.
 - i. Number of years directly employed by the Offeror.
 - ii. Specific areas of expertise applicable to the described work.
 - iii. Certifications, Professional Licenses, education, etc.
 - iv. Similar projects, by type, location and total project cost, which have been performed by the individual.
- b) Describe the availability of the Offeror's staff to attend meetings and interact with Nation's staff, contractors, and community.
- c) Identify the location(s) where actual work will be completed.

5) REFERENCES (10 points)

Evaluated & Mandatory Information

The Nation reserves the right to investigate the references and past performance of any Offeror with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and the lawful payment of suppliers, subcontractors, and workers. The Nation may postpone the award or execution of the Contract to complete the investigation of references.

One of the Nation's interests will be the commitment of the Offeror's project team during the life of the project. The Offeror's demonstrated commitment to the project will be a consideration in future engagements with the proposing firm

The Offeror must submit three (3) professional references from clients for whom a similar contract has been awarded within the past ten (10) years. The Offeror must provide the reference questionnaire (Attachment G) to their proposed references. The questionnaire must be returned to Cherokee Nation Acquisition Management as instructed on the reference form (Attachment G) prior to the date and time of the RFQ closing date. The Cherokee Nation reserves the right to verify any reference information it receives. However, no points for references will be awarded if the questionnaires are not received. Cherokee Nation Department of Transportation cannot be used as a reference.

6) REFERENCE PROJECT (20 points)

Evaluated & Mandatory Information

Include a complete half size set of construction plans that has been developed by the Offeror. The Project must be completed or currently under construction.

7) PAST PERFORMANCE WITH CHEROKEE NATION (10 points)

Evaluated Information

Include a list of past projects completed by your firm for Cherokee Nation and/or Cherokee Nation Entity. Include a contact Person and Department that worked directly with your firm during the duration of the project. Rating will be based on the quality and efficiency of your firms past performance and not the number of past projects performed.

8) EVALUATION RANKING

Proposals will be evaluated using a point method of award using the predetermined criteria. The maximum points for each evaluation category are:

			Office Use Only
1	Introductory Letter	Pass/Fail	
2	TERO Certification	10	
3	Organization, Qualification, & Experience	25	
4	Project Management & Key Staff	25	
5	References	10	
6	Reference Projects	20	
7	Past Performance with Cherokee Nation	10	
Total Points		100	

ATTACHMENT B

FLOW CHART OF PLAN SUBMITTALS AND MEETINGS

Flow Chart of Plan Submittals and Meetings

All plan submittals shall be sent to:

Cherokee Nation
ATTN: Director of Department of Transportation
P. O. Box 948
Tahlequah, OK 74465-0948

All mailing costs to the Nation shall be the responsibility of the Engineer. Plan submittals shall be as follows:

PRELIMINARY PLANS SUBMITTAL (30%): The **Engineer** shall submit a preliminary set of plans to the Cherokee Nation Department of Transportation containing the following information:

1. Title Sheet
2. Proposed typical section(s)
3. Preliminary Plan Sheets showing proposed horizontal and vertical alignments.
4. Preliminary Cross Sections
5. Drainage Area Map
6. Hydrology report and culvert analysis showing proposed structure size
7. Highlight areas of concerns
8. Soil reports and pavement design
9. Preliminary Right of Way defined.

The diameter of cross drains and proposed stationing are required but complete structure notes including side drains are not necessary.

PRELIMINARY PLAN IN HAND: Cherokee Nation Department of Transportation shall set up a Plan in Hand meeting with **Engineer**, after plan check, to drive the project and discuss any changes that may need to be made to the plans.

PRELIMINARY MEETING: Cherokee Nation Department of Transportation shall set up a Preliminary Community Meeting to discuss the project with landowners. It is mandatory that the **Engineer** attends this meeting as well as a R/W agent from said company if engineer is providing acquisition services.

PRELIMINARY PLAN SUBMITTAL FOR NEPA (30%): **Engineer** shall submit a preliminary set of plans to the Cherokee Nation Department of Transportation to be submitted for the NEPA process containing the following information:

1. Title Sheet with location map
2. Typical Section
3. Drainage Map with stationing and type of proposed structures.
4. Storm Water Prevention Plan showing estimated acres of disturbed area.
5. Preliminary Plan and Profile Sheets showing placement of cross drains
6. Sheet showing estimated quantity of borrow.
7. Floodplain determination statement. Areas or cross drains effected.

REVISION PLANS SUBMITTAL (60%): *Engineer* shall submit a set of revised plans to the Cherokee Nation Department of Transportation containing the following information:

1. All previous sheets from preliminary plans with corrections.
2. Drainage structures completed.
3. Geotechnical reports
4. Preliminary schedules and quantities calculated
5. Stationing and structure notes for all existing and proposed cross drains and side drains.
6. Typical sections complete
7. Detail sheets complete
8. All R/W, temporary, construction and utility easements shown on plan and profile and cross section sheets.

REVISION PLAN IN HAND: Cherokee Nation Department of Transportation shall set up a Plan in Hand meeting with *Engineer, Federal Highway Administration personnel, County Commissioner(s), and Utility Authorities*, after plan check, to drive the project and discuss changes that were made and any additional revisions that need to be made.

PRELIMINARY R/W EXHIBITS AND EASEMENT FORMS: *Engineer* shall submit a set of preliminary R/W exhibits and easement forms to the Cherokee Nation R/W Department after 60% check is complete and all R/W and utility easements have been reviewed, approved or sent back for corrections.

REVISION PLANS SUBMITTAL (90%): *Engineer* shall submit a set of revised plans to the Cherokee Nation Department of Transportation containing the following information:

1. All previous sheets from 60% Revision Plans with corrections.
2. All schedules and Pay Quantities Complete.
3. Mass Diagram Complete.
4. Submit Final R/W exhibits and easement forms.

RIGHT OF WAY REVISIONS: *Engineer* shall make final revisions of all R/W exhibits and easement forms and return to Cherokee Nation Right of Way Department.

RIGHT OF WAY ACQUISITION MEETING: If/When feasible, Cherokee Nation Department of Transportation shall set up a R/W acquisition Community Meeting to begin acquisition. It is mandatory that the engineer attends this meeting. If the Engineer is also providing acquisition services on the project, then a R/W agent from said company will also need to attend.

UTILITY RELOCATION PLAN SUBMITTAL:

The Engineer will submit a letter of acceptance of relocation plans from all utility companies before submitting final roadway construction plans. Copies of all utility relocation plans will be submitted to the Director of the Cherokee Nation Department of Transportation.

RIGHT OF WAY SPECIAL PROVISIONS: Occasionally "Special Provisions" are requested by property owners, that deviate from the plans, i.e. a wider driver, or a new drive that doesn't currently exist, etc. Any such request must be submitted and approved by CNDOT. Upon

completion of acquisition CNDOT or Engineer's R/W agent shall prepare and submit a Special Provision list with detailed information to CNDOT and the Engineer. Engineer will incorporate the Special Provisions into the plans and ensure that quantities and details are added to the plans. **Engineer** shall make these revisions at no extra cost to the Nation.

FINAL REVIEW SUBMITTAL (100%): **Engineer** shall submit a set of final plans to the Cherokee Nation Department of Transportation containing the following information:

1. Finalized construction plans including all special provisions and corrections made to plans during R/W acquisition.

FINAL SUBMISSION: **Engineer** shall submit a set of corrected final plans with Engineer's signature and stamp and Engineers Estimate to the Cherokee Nation Department of Transportation.

CHEROKEE NATION ACCEPTANCE: **Cherokee Nation Department of Transportation** shall check plans to ensure all changes have been made and get final signatures on Title Sheet.

UTILITY RELOCATION: The Engineer will coordinate utility relocations with all utility companies. The Engineer must have a release from both the Utility Company and the Cherokee Nation Department of Transportation before the right of way will be accepted as final by the Right of Way Department. The Cherokee Nation will send out a notice to proceed for relocations to all utility companies when all Right of Way has been acquired.

PROJECT BID: The Cherokee Nation Department of Transportation will schedule a Pre-Bid Meeting, Bid Opening and Pre-Construction Meeting for the Project. It is **MANDATORY** that the **Engineer** attends these meetings. **Engineer** shall prepare meeting minutes for Nation.

PROJECT CONSTRUCTION: The Cherokee Nation Department of Transportation will inspect the project. The **Engineer** shall inspect, oversee, and make recommendations for design conflicts in the field. The **Engineer** will review and approve all shop drawings during construction.

FINAL INSPECTION: The **Engineer** shall attend final inspection and be involved in compiling a punch list for finalizing the project. Prepare meeting minutes for Nation.

ATTACHMENT C

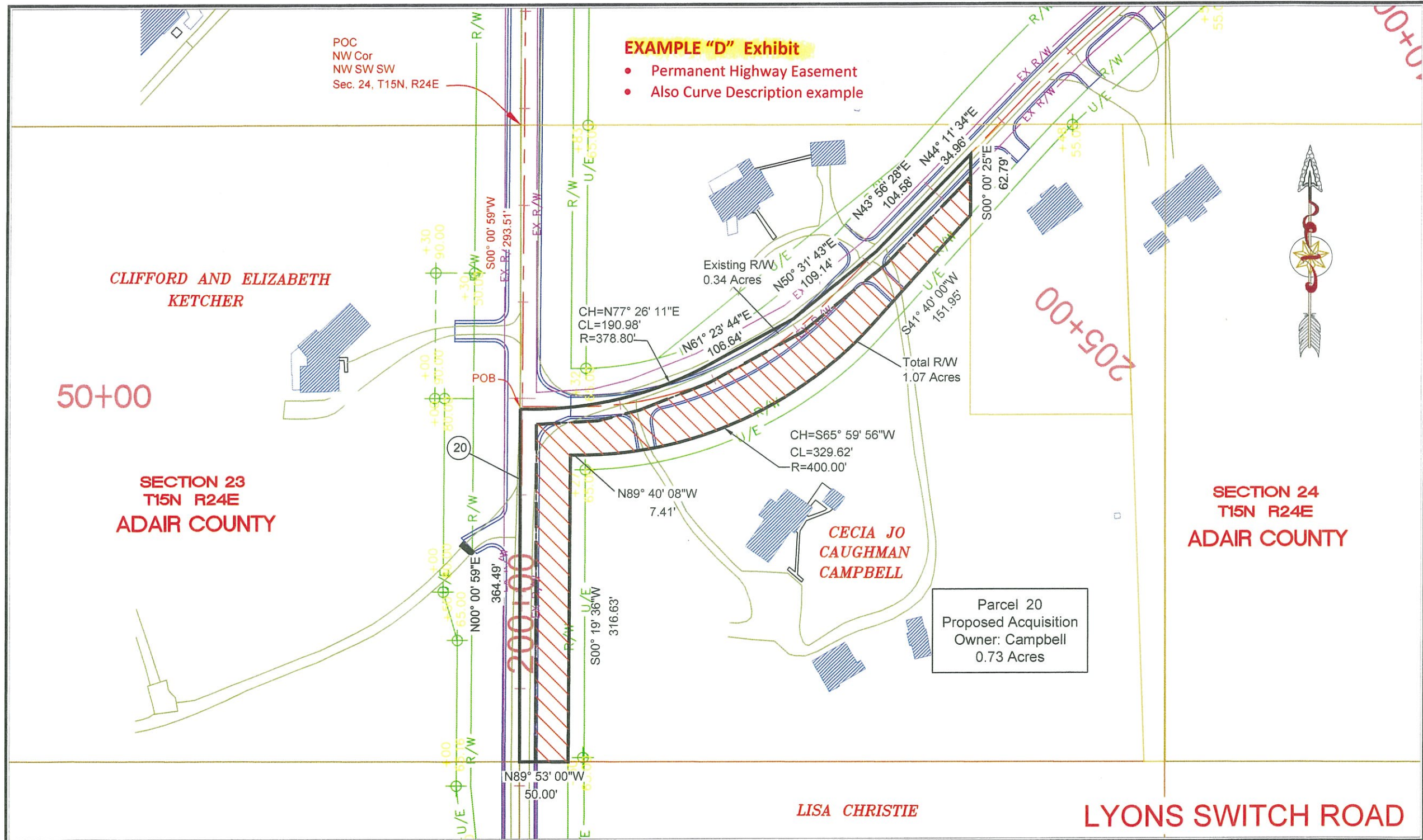
ENGINEERS REQUIREMENTS FOR RIGHT OF WAY

ENGINEERS REQUIREMENTS FOR RIGHT OF WAY

- Following the 60% Design Review all easements and exhibits shall be electronically submitted in PDF format to the Nation's R/W staff for review. Included should be an electronic copy (PDF) of construction plans and Cross Sections. All exhibits must have a current date or a revised date on the exhibit. The Nation's R/W staff will follow up with a list of any and all corrections to be made. This process will be performed, at no additional cost to the Nation, until all revisions are made and documents are accepted by the Nation.
- The Engineer will be responsible for all changes to easements and exhibits during acquisition, at no additional cost to the Nation, such as new drives or unforeseen design exceptions. Regular updates during acquisition will be exchanged and include a detailed list of items that were changed. Including any updated easement, exhibits, and Tribal exhibits.
- Engineer and their R/W staff shall work closely to identify potential issues in R/W areas that may impact the acquisition of a parcel. Area of issue will be addressed prior to acquisition. Any proposed R/W changes will be communicated to the Nation for review and approval.
- The Engineer will provide an Engineer's Certification of Right of Way Completion confirming they have checked and approved all easements and exhibits prior to submitting final easements and exhibits for acquisition.
- Engineer will designate a contact person within the engineering firm that will be reasonably available to call if the property owner has an engineering question that arises while in R/W acquisition.
- The Engineer will be responsible for providing Special Provision Sheet(s) for the plans listing any special provisions noted during R/W acquisition which will include landowner's name, parcel number, description of special provision, and stationing.
- The Engineer will provide staking for Right of Way as needed during Right of Way Acquisition.

ATTACHMENT D

INDIVIDUAL 8 1/2"X14" PARCEL EXHIBITS



EXAMPLE "D" EXHIBIT

Temporary Construction Easement

Parcel 24.1
Temporary Construction
Owner: City of Stilwell
0.07 Acres

CITY OF STILWELL

SECTION 24
T15N R24E
ADAIR COUNTY

Parcel 24.1
Temporary Driveway
Owner: City of Stilwell
0.14 Acres

CITY OF STILWELL

LYONS SWITCH ROAD

70+00

SECTION 23
T15N R24E
ADAIR COUNTY

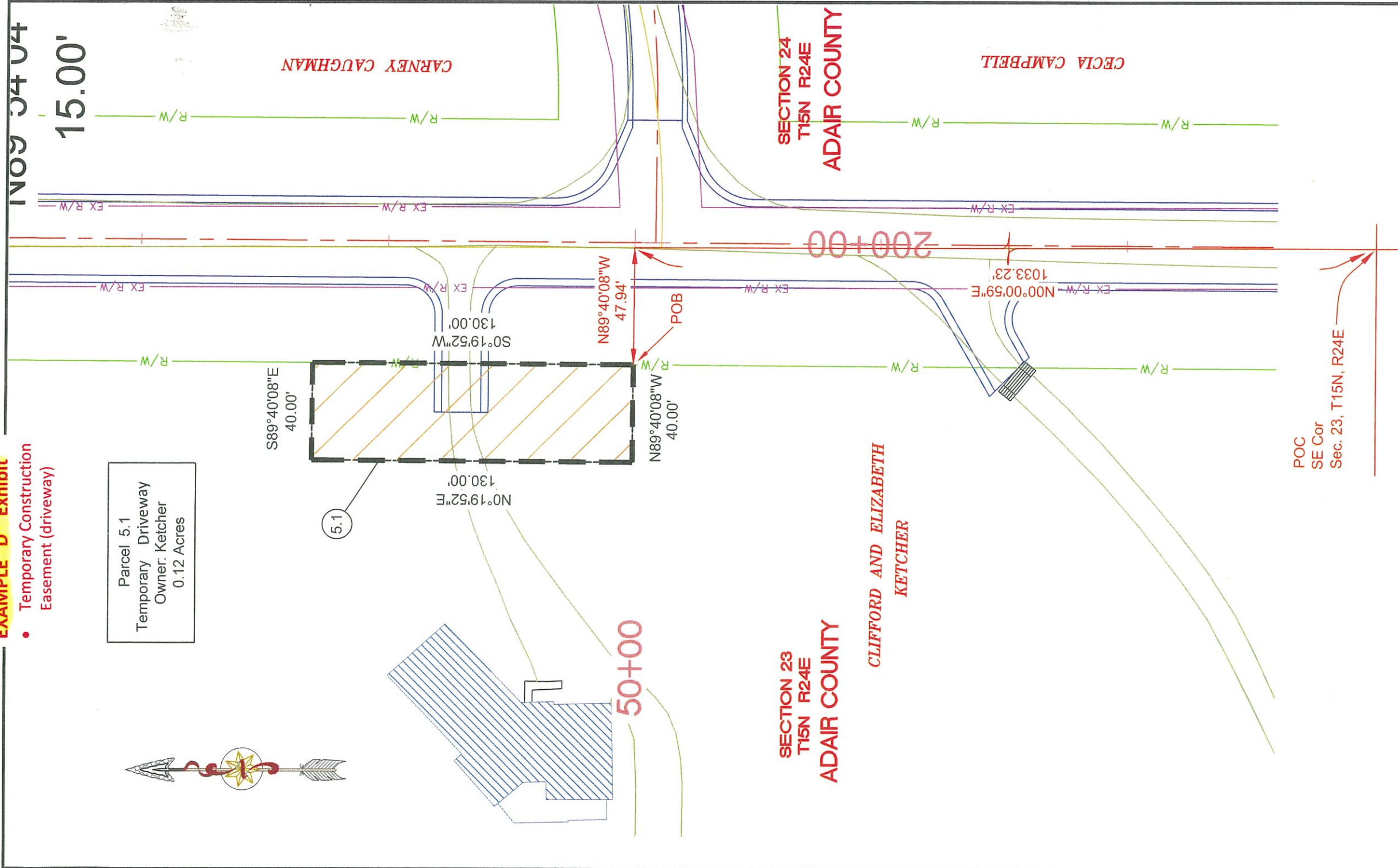
CLIFFORD AND ELIZABETH
KETCHER

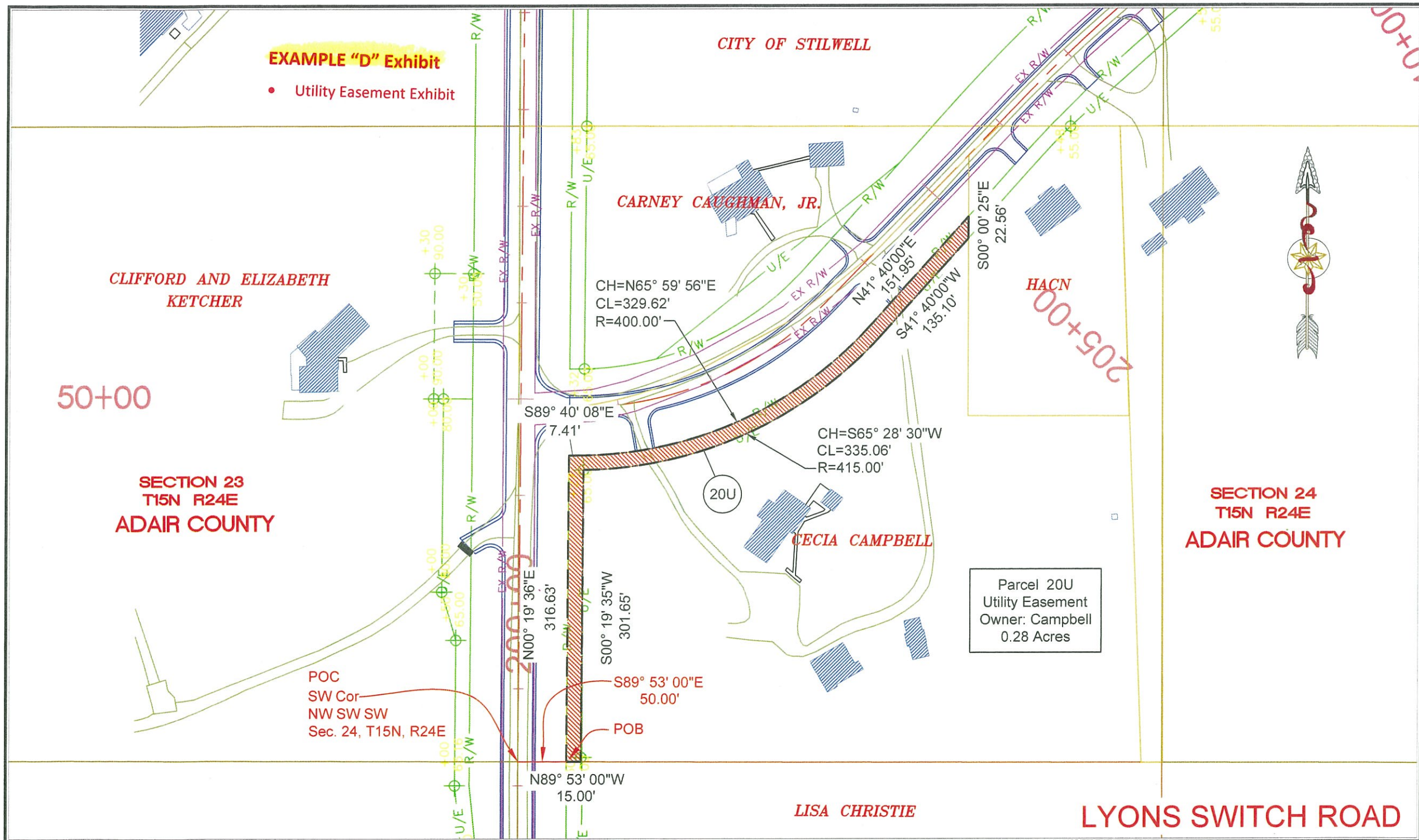
POC
SW Cor NW/4
Sec. 24, T15N, R24E

EXAMPLE "D" Exhibit

- Temporary Construction Easement (driveway)

Parcel 5.1
Temporary Driveway
Owner: Ketcher
0.12 Acres





ATTACHMENT E

INDIVIDUAL 8 ½"X14" EASEMENT FORMS

EXAMPLE “E” Easement
• Permanent Highway Easement

Parcel No. 20
Lyons Switch Road
Project No. CN-0827-06

EASEMENT for Public Highway
KNOW ALL MEN BY THESE PRESENTS:

That Cecia Jo Caughman Campbell of Adair County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of Adair hereinafter called the Grantee, a perpetual easement over, under and across the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in part of the NW¹/₄ SW¹/₄ SW¹/₄ of Section 24, T15N, R24E, Adair County, Oklahoma being more particularly described as follows:

Commencing at the Northwest corner of the NW¹/₄ SW¹/₄ SW¹/₄ said Section 24; thence S00°00'59"W, along the West line thereof, 293.51 feet to the point of beginning; thence on a curve to the left, having a chord bearing of N77°26'11"E and a chord length of 190.98 feet and a radius of 378.80 feet; thence N61°23'44"E, 106.64 feet; thence N50°31'43"E, 109.14 feet; thence N43°56'28"E, 104.58 feet; thence N44°11'34"E, 34.96 feet; thence S00°00'25"E, 62.79 feet; S41°40'00"W, 151.95 feet; thence on a curve to the right, having a chord bearing of S65°59'56"W and a chord length of 329.62 feet and a radius of 400.00 feet; thence N89°40'08"W, 7.41 feet; thence S00°19'36"W, 316.63; thence N89°53'00"W, 50.00 feet to the West line of said Section 24; thence N00°00'59"E, 364.49 feet to the point of beginning.

Containing 0.73 acres, more or less of new right-of-way, the remaining area included in the above descriptions being right-of-way occupied by the present county road.

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public highway or facilities necessary and incidental thereto including the airspace above and removal of and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said County of Adair free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said County of Adair, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except Easements and Restrictions of record. The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s) this the _____ day of _____, 20_____.

Cecia Jo Caughman Campbell

Individual Acknowledgment

State of Oklahoma)
County of)ss)

Before me, _____, 20____, personally appeared _____ in and for this State, on this _____ day of _____ known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No. _____ Notary Public

Individual Acknowledgment

State of Oklahoma)
County of)ss)

Before me, _____, 20____, personally appeared _____ in and for this State, on this _____ day of _____ known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
County of)ss)

Before me, _____, 20____, personally appeared _____ in and for this State, on this _____ day of _____ known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
County of)ss)

Before me, _____, 20____, personally appeared _____ in and for this State, on this _____ day of _____ known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No. _____ Notary Public

EXAMPLE “E” EASEMENT
Temporary Construction

Parcel No. 24.1
Lyons Switch Road
Project No. CN-0827-06

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stilwell Area Development Authority of Adair County, State of Oklahoma, for and in consideration of the sum of One DOLLAR (\$ 1.00) and other good and valuable consideration, has/have granted to Adair County, State of Oklahoma, a temporary easement over the following described land, to wit:

A strip, piece or parcel of land lying in part of the NW¼ SW¼ of Section 24, T15N, R24E, Adair County, Oklahoma being more particularly described as follows:

Commencing at the Southwest corner of the NW¼ of Section 24; thence N00°01'01"E, along the West line thereof, 496.21 feet; thence S89°40'08"E, 63.56 feet to the point of beginning; thence N00°19'52"E, 50.00 feet; thence S89°40'08"E, 60.00 feet; thence S00°19'52"W, 50.00 feet; thence N89°40'08"W, 60.00 feet to the point of beginning.

Containing 0.07 acres, more or less of right-of-way for Temporary Construction.

The sole purpose of this easement is to grant to Adair County, State of Oklahoma, the right to complete temporary construction on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to Adair County, State of Oklahoma by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are the owner(s) in fee simple of the above described tract and that said tract is free and clear of all liens of any nature whatsoever except Easements and restrictions of record.

The undersigned owner(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein has/have hereunto set my/our hands and seals this the _____ day of _____, 20_____.

Trustee

Trustee

EXAMPLE “E” Easement

- Temporary Construction Easement (driveway)

Parcel No. 5.1
Lyons Switch Road
Project No. CN-0827-06

TEMPORARY DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Clifford M. Ketcher and Elizabeth Ketcher, husband and wife of Adair County, State of Oklahoma, for and in consideration of the sum of One DOLLAR (\$ 1.00) and other good and valuable consideration, has/have granted to Adair County, State of Oklahoma, a temporary driveway easement over the following described land, to wit:

A strip, piece or parcel of land lying in part of the E½ E½ SE¼ of Section 23, T15N, R24E, Adair County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said Section 23; thence N00°00'59"E, along the East line thereof, 1033.23 feet; thence N89°40'08"W, 47.94 feet to the point of beginning; thence N89°40'08"W, 40.00 feet; thence N00°19'52"E, 130.00 feet; thence S89°40'08"E, 40.00 feet; thence S00°19'52"W, 130.00 feet to the point of beginning.

Containing 0.12 acres, more or less of temporary right-of-way for driveway construction.

The sole purpose of this easement is to grant to Adair County Commissioner, State of Oklahoma, its officers, agents, contractors, and employees the right to enter upon the above described tract of land for the purpose of constructing a driveway entrance to accommodate said premises to the construction or reconstruction of the highway adjacent thereto: including the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to Adair County, State of Oklahoma by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are the owner(s) in fee simple of the above described tract and that said tract is free and clear of all liens of any nature whatsoever except Easements and restrictions of record.

The undersigned owner(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein has/have hereunto set my/our hands and seals this the _____ day of _____, 20_____.

Clifford M. Ketcher Elizabeth Ketcher

EXAMPLE "E" Easement

- Utility Easement

Parcel No. 20U
Lyons Switch Road
Project No. CN-0827-06

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Cecia Jo Caughman Campbell of Adair County, State of Oklahoma, herein after called the Grantor(s) for and in consideration of the sum of One Dollars (\$ 1.00) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto Board of County Commissioners, Adair County , State of Oklahoma, a perpetual utility easement over, under, through, upon and across the following described lots or parcels of real property and premises, to-wit:

A strip, piece or parcel of land lying in part of the NW¼ SW¼ SW¼ of Section 24, T15N, R24E, Adair County, Oklahoma being more particularly described as follows:

Commencing at the Southwest corner of the NW¼ SW¼ SW¼ said Section 24; thence S89°53'00"E, along the South line thereof, 50.00 feet to the point of beginning; thence N00°19'36"E, 316.63 feet; thence S89°40'08"E, 7.41 feet; thence on a curve to the left, having a chord bearing of N65°59'56"E and a chord length of 329.62 feet and a radius of 400.00 feet; thence N41°40'00"E, 151.95 feet; thence S00°00'25"E, 22.56 feet; thence S41°40'00"W, 135.10 feet; thence on a curve to the right, having a chord bearing of S65°28'30"W and a chord length of 335.06 feet and a radius of 415.00 feet; thence S00°19'35"W, 301.65; thence N89°53'00"W, 15.00 feet to the point of beginning.

Containing in the above descriptions a total of 0.28 acres, more or less.

This perpetual utility easement is granted for the sole purpose of enabling said Adair County, its officers, agent, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the permanent right of ingress and egress by the County its officers, agents, employees, contractors, permittees and assigns.

Grantor(s) and or its (their) heirs, successors and assigns covenants not to construct, or permit the construction of, any permanent structures (including signs and the planting of trees) over, upon or across the above described tract; however, pavement for parking and drive purposes may be placed on this easement, provided that in the event that pavement is damaged or otherwise disturbed either during the construction or maintenance of the utility facilities, no liability for damages or responsibility to restore or replace the pavement shall rest upon the State of Oklahoma or said County, its officers, agents, employees, contractors, permittees and assigns.

Said Grantor(s) hereby covenant(s) and warrant that at the time of the delivery of this easement he/she(they) is/are the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever except: Easements and Restrictions of Record

The undersigned Grantor(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, The Grantor(s) herein named has(have) hereunto set his/her(their) hands and seals this the _____ day of _____, 20_____.

Cecia Jo Caughman Campbell

EXAMPLE "E" EASEMENT
Drainage Easement

Parcel No. 19.1
Malloy Hollow Road
Project No. CN-0831-05

TEMPORARY DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____ of Adair County, State of Oklahoma, for and in consideration of the sum of One DOLLARS (\$ 1.00) and other good and valuable consideration, has this day granted to the County of Adair a temporary drainage easement over the following described land, to wit:

A strip, piece or parcel of land lying in part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, T14N, R24E, Adair County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 5; thence S88°44'56"W, 652.08 feet; thence S19°10'37"E, 84.02 feet to the point of beginning; thence S19°10'37"E, 150.00 feet; thence S70°49'23"W, 125.00 feet; thence N19°10'37"W, 150.00 feet; thence N70°49'23WE, 125.00 feet to the point of beginning.

Containing 0.43 acres, more or less of right-of-way for Temporary drainage easement.

The sole purpose of this easement is to grant to the Adair County Commissioner, its officers, agents, contractors, and employees the right to enter upon the above described tract of land for the purpose of temporary construction necessary for grading to drain the existing channel drainage area thereto: including the right to use and remove any and all sand, rock, dirt, gravel, sand and other road building materials from the above described tracts of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the County of Adair and the Transportation Commission by this instrument shall terminate upon completion of construction listed above.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of the execution of this easement owner(s) in fee simple of the above described tract and that said tract is free and clear of all liens of any nature whatsoever, except, Easements and Restrictions of record.

IN WITNESS WHEREOF, the Grantor herein has hereunto set her hand and seal, this the _____ day of _____, _____.

EXAMPLE "E" EASEMENT

Channel Change Easement

Parcel 19C
Malloy Hollow Road
Project No. CN-0831-05

CHANNEL CHANGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____
of _____ County, State of Oklahoma, for and in consideration of the sum of _____ Dollars (\$ _____)
and other good, valuable and sufficient consideration paid by _____
this day granted, bargained, sold and conveyed unto the said _____ County, the receipt of which is hereby acknowledged, has/have
a perpetual easement over and across the following described lots or parcels of land to-wit:

This easement is granted for the purpose of enabling the County, its officers, agents, contractors, and employees, now or at any time in perpetuity and at it discretion, to go upon, construct, build and maintain a stream channel or any number of stream channels (with related erosion control and landscaping features as may be required) over, across, or under the above-described tract of land; including the airspace above and removal of sand, gravel, rock or earth, but excluding mineral interests and their exploration so long as such does not interfere with the surface right of grantee, and said easement grant includes the permanent right of ingress and egress for _____ County, its officers, agents, contractors, and employees, and any tools, machinery, or other equipment to be used thereby consistent with the terms of this easement grant.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the grantor herein by reason of the construction and maintenance of such stream channel or channels.

Said (Grantor(s) hereby covenant(s) and warrant(s) that at the time of the delivery of these presents is/are the owner(s) of the above-described premises in fee simple, that the same are free and all liens and claims whatsoever, except, _____ and that he/she/they will, so long as this easement is in full force and effect, defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

The undersigned owner(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/out hand(s) and seal(s) this the _____ day of _____,

ATTACHMENT F

INDIVIDUAL 11”X17” TRUST AND RESTRICTED EXHIBITS (Map of Definite Location)

RIGHT-OF-WAY
FOR
MALLOY HOLLOW ROAD
ADAIR COUNTY, OK.
PROJECT No. CN-0831-05
RESTRICTED INDIAN
LAND
WATERDOWN HEIRS

52 of 63

PARCEL 22U (UTILITY EASEMENT) Cherry Tree RWD

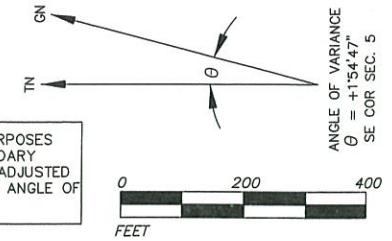
A strip, piece or parcel of land lying in that part of the S½ NE¼ of Section 5, T14N, R24E, Adair County, Oklahoma being more particularly described as follows:

Commencing at the SE corner of the S½ NE¼ of said Section 5; thence N89°20'18"W, 636.08 feet to the point of beginning; thence N89°20'18"W, 15.99 feet; thence on a curve to the left, having a chord bearing of N30°45'58"W and a chord length of 380.21 feet and a radius of 1000.00 feet; thence N39°49'25"W, 348.27 feet; thence on a curve to the right, having a chord bearing of N17°37'24"W and a chord length of 327.71 feet and a radius of 490.00 feet; thence N01°54'46"E, 275.41 feet; thence N03°56'33"E, 158.32 feet to the North line of said S½ NE¼; thence S89°34'50"E, along said line, 158.33 feet; thence S03°56'33"E, 157.95 feet; thence S01°54'46"W, 276.18 feet; thence on a curve to the left, having a chord bearing of S17°37'24"E and a chord length of 317.68 feet and a radius of 475.00 feet; thence S37°09'34"E, 144.56 feet; thence 37°09'34"E, 144.56 feet; thence S41°43'30"E, 202.78 feet; thence on a curve to the right, having a chord bearing of S30°36'29"E and a chord length of 391.40 feet and a radius of 1015.00 feet to the point of beginning.

Total Utility Easement containing 0.49 acres, more or less.

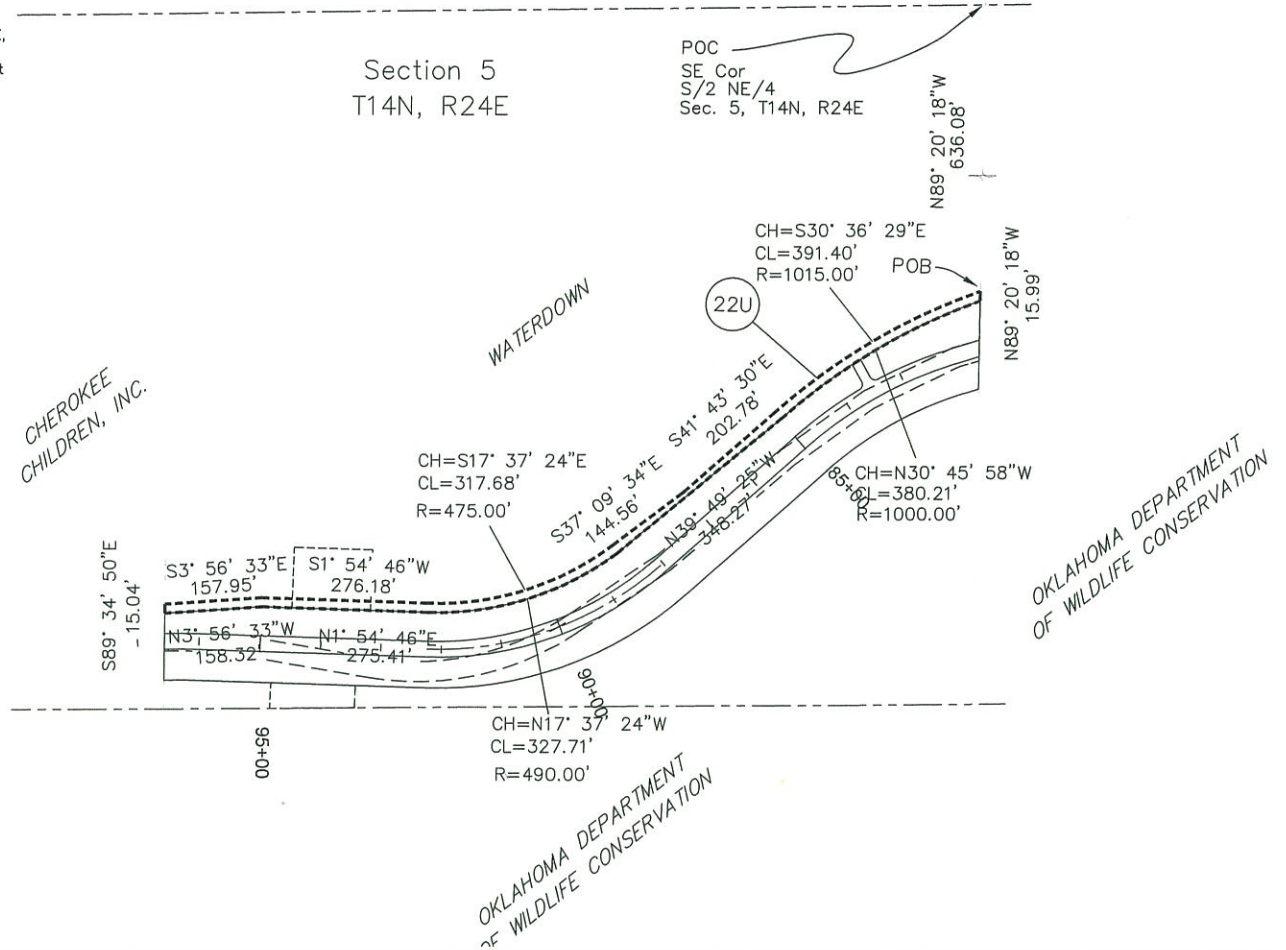
**RIGHT-OF-WAY
FOR
MALLOY HOLLOW ROAD
ADAIR COUNTY, OK.
PROJECT No. CN-0831-05
RESTRICTED INDIAN
LAND
WATERDOWN HEIRS**

THIS PLAT IS FOR CLARIFICATION PURPOSES ONLY AND IS NOT AN ACTUAL BOUNDARY SURVEY. THE BEARINGS HAVE BEEN ADJUSTED FROM GRID TO TRUE, BASED ON THE ANGLE OF VARIANCE DEPICTED HEREON.



Section 5
T14N, R24E

POC
SE Cor
S/2 NE/4
Sec. 5, T14N, R24E



EXAMPLE "F"
Utility Easement

Larry Fourkiller PLS #1883
Registered Land Surveyor

ATTACHMENT G

MISCELLANEOUS FORMS:

Cherokee Nation W-9

Payment of Compensation

NOI Letter

Offer Letter

Cherokee Nation Substitute W-9 Form

Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your procurement contact person at Cherokee Nation.



PRINT OR TYPE – ALL FIELDS IN GRAY MUST BE COMPLETED

LEGAL NAME (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI	
TRADE NAME (If doing business as (D/B/A) or business name of Sole Proprietorship)	Vendor Entity Type (Select only one box) <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Limited Liability Company: Enter the tax classification (D=Disregarded entity, C=Corporation, P=Partnership) _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Government <input type="checkbox"/> Other _____
PRIMARY ADDRESS (For return of 1099 Form, if applicable) PO Box or number and street City, State, Zip + 4	Minority Certification (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <input type="checkbox"/> Certified Major Cherokee Employer <input type="checkbox"/> Small Disadvantage <input type="checkbox"/> TERO Certified <input type="checkbox"/> Woman Owned <input type="checkbox"/> Other Minority Owned _____ <input type="checkbox"/> None Apply
ORDER ADDRESS (Where order should be sent, if different than above) PO Box or number and street City, State, Zip + 4 Contact Name: Contact Title: Email Address: Phone Number: Fax Number:	
REMIT ADDRESS (Where check should be sent, if different than above) PO Box or number and street City, State, Zip + 4 Contact Name: Contact Title: Email Address: Phone Number: Fax Number:	
TAXPAYER IDENTIFICATION NUMBER (TIN) If Sole Proprietorship, provide FEIN & SSN, if applicable: Federal Employer Identification No. (FEIN) _____ and/or Social Security Number (SSN) _____ - _____ - _____	
WHAT WILL YOU BE PROVIDING? <input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Both Does any owner, sales/service representative, or employee have a personal relationship with a CN employee (includes all tribal locations)? <input type="checkbox"/> Yes (if yes, please attach a letter of explanation) <input type="checkbox"/> No Has your firm and/or is your firm involved in Federal debarment process? <input type="checkbox"/> Yes (if yes, please attach a letter of explanation) <input type="checkbox"/> No	
CERTIFICATION: Under penalties of perjury, I declare that the information I provided is correct and complete: Signature _____ Phone (____) _____ Title _____ Date _____ Please Print	
NAICS/SIC Industry Code Code: _____ Industry Title: _____ FOR CN USE ONLY 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No VEND <input type="checkbox"/> Addition <input type="checkbox"/> Change	



GWYB DBP
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Office of the Chief
Chuck Hoskin, Jr.
Principal Chief
Bryan Warner
Deputy Principal Chief

Payment of Compensation

Property Owner(s) / Seller(s) will execute and submit to the Buyer / County / Cherokee Nation all easements and documents required for Ross Street; CN-A921-11 Project, Cherokee County. Upon receipt of said signed documents, Buyer will prepare the following check for compensation as follows: (Property Owner please check one)

☐ **One** compensation check in the name of _____
One check in the amount of \$ _____.

☐ **Two** compensation checks, divided equally, in the names of _____ and _____
Two checks in the amount of \$ _____ and \$ _____.

Property Owner

Date

Property Owner

Date

Acquisition Agent

Date

*W-9 Form(s) attached

EXAMPLE

February 14, 2020

NOTICE OF INTENT

John and Jane Doe
1234 ABC Lane
Anywhere, OK 741234

RE: Mud Valley Road; Cherokee County; CN-0902/0938-13
Parcel 1

Dear Mr. & Mrs. Smith:

The Mud Valley Road Project is a cooperative effort between Cherokee Nation and Cherokee County. This letter is to notify you that Cherokee Nation and Cherokee County have begun the right-of-way acquisition phase on the above referenced project that will reconstruct and add shoulders on Mud Valley from Coos Thompson Rd to SH-51. Based on the design plan, it has been determined that the property you may own or have an interest in could be affected by the new right-of-way requirements.

_____ is under contract with Cherokee Nation/County to provide acquisition and relocation services to the property owners and tenants affected by the Project. _____ has completed the preliminary phase of the project and has researched the public records to verify ownership of these properties. The new right-of-way will be identified on the ground through right-of-way staking which will be completed within the next few weeks. In the near future, you will be contacted by an Acquisition Agent who will inform you as to the impact of the project and explain the monetary amounts as it applies to the land and improvements within the project area and/or required easement.

In the event any personal property (i.e. shed) will be displaced by the project, a representative from _____ will contact you to schedule an appointment to review your specific relocation needs and to thoroughly explain the project, and the process to you.

Upon receipt of this letter, please call Larry Smith, Acquisition Agent at (123) 456-7899 to provide your contact information. This project will help with the safety of the motoring public and we thank you in advance for your cooperation.

Sincerely,

Right-of-Way Company

cc: Cherokee Nation Dept. of Transportation
Cherokee County Comm. District 1



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Office of the Chief

Chuck Hoskin Jr.
Principal Chief

Bryan Warner
Deputy Principal Chief

OFFER LETTER

Project No. CN-0902/0938-13

Job: Mud Valley Road

County: Cherokee

Parcel: 46.46.1

Dear :

A right-of-way improvement project has been planned for construction in your area. The project will require that the Cherokee Nation and Cherokee County acquire right-of-way across the property which you own or in which you have an interest.

The agent presenting this letter has been authorized by my office to explain the project and its effects upon you and your property and is making an offer to acquire the right-of-way from you in the name of Cherokee County.

To buy the land and improvements, the offer is \$1,830.00
Of the above amount, \$228.00 is for damages.

The agent making you this offer may not have authorization to change the amount.

The above offer is the amount that Cherokee Nation and Cherokee County arrived at after having your property appraised to find its Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. This is a firm offer made according to Oklahoma statutory requirements; however, there is no prohibition against you donating the land for the right-of-way, if you wish to do so.

If it is necessary for you to move any of your personal property, you will be given 90 days from the date shown below to clear the right-of-way. Your consideration of our purchase offer to buy your property will be appreciated.

Sincerely,


Andy Quetone

Director, Department of Transportation


Chris Jenkins
Cherokee County Commissioner, District 2

Property Rights Brochure delivered and written offer made by:

Agent, Guy Engineering

(Date)

ATTACHMENT H

SAMPLE INVOICE

Company Letterhead

Cherokee Nation
Department of Transportation
P.O. Box 948
Tahlequah, OK 74465

October 1, 2021
Invoice No: 15
Project Name: Main Street
Project No.: CM-0000-21
PO# 123456

Task**	Fee*	%Complete	Previous Amount	Amount This Invoice	Total Invoiced
Surveying	\$ 5,000.00	5%	\$ 250.00 \	\$ 250.00	\$ 250.00
Geotechnical	\$ 10,000.00	15%	\$ 1,000.00	\$ 500.00	\$ 1,500.00
Hydraulic Study	\$ 1,000.00	20%	\$ 150.00	\$ 50.00	\$ 200.00
Roadway Design	\$ 500.00	20%	\$ 100.00	\$ 100.00	\$ 100.00
Preliminary Plans	\$ 1,000.00	35%	\$ 250.00	\$ 100.00	\$ 350.00
Plan in Hand	\$ 2,000.00	75%	\$ 1,000.00	\$ 500.00	\$ 1,500.00
Final Plans	\$ 6,000.00	0%	\$ -	\$ -	\$ -
Technical Specifications & Cost Estimates	\$ 2,500.00	0%	\$ -	\$ -	\$ -
Bid Opening, Tabulations, & Pre-Work	\$ 5,000.00	0%	\$ -	\$ -	\$ -
Site Visits, Construction, & Final Inspection	\$ 3,000.00	0%	\$ -	\$ -	\$ -
Right of Way Easements & Exhibits	\$ 10,000.00	5%	\$ 500.00	\$ 500.00	\$ 500.00
Utility Coordination & Relocation	\$ 5,000.00	10%	\$ 500.00	\$ 500.00	\$ 500.00
Public Meetings	\$ 2,000.00	5%	\$ 100.00	\$ 100.00	\$ 100.00
Plan Revisions During R/W Acquisition	\$ 5,000.00	0%	\$ -	\$ -	\$ -
Construction Management Services	\$ 4,000.00	0%	\$ -	\$ -	\$ -
Inspection Services	\$ 10,000.00	0%	\$ -	\$ -	\$ -

Contract Price \$ 72,000.00

Total Amount to Date	\$ 5,000.00
Less Previous Payments	\$ 3,850.00
Payment this Invoice	\$ 1,150.00

*All Fees shown on this sheet are for example purposes only.

**List of Tasks may vary

ATTACHMENT I

**REFERENCE MAIL-IN
QUESTIONNAIRE**

REFERENCE MAIL-IN QUESTIONNAIRE

PROPOSING FIRM: _____ DATE: _____
REFERENCE: _____ PHONE: _____
CONTACT NAME: _____ TITLE: _____

I. INSTRUCTIONS

A. Proposing Firm

- Print your Company Name on "Proposing Firm" line.
- Print the name of your reference on "Reference" line.
- Send this form to your reference. Three references are required. To ensure receipt of an adequate number of reference responses, send a Reference Sheet to more than three vendors.
- It will be your responsibility to follow up with your references to ensure timely receipt of all questionnaires.

B. Instruction for the Reference

- Print your name, title, phone # and date on the appropriate lines.
- Complete the following Questions.
- Email your completed questionnaire to:

Cherokee Nation
Acquisition Management
Attn: Shelly McClain
Email: Shelly-McClain@cherokee.org

This completed questionnaire **MUST** be received by the bid due date. **DO NOT** return this questionnaire to the Proposing Vendor.

II. Questions

A. What was the scope of the project you obtained from the firm?

B. How long did it take the firm to complete the project?

If project is not completed give projected date of completion. _____

C. Please answer the following ten (10) questions using the scale provided:

1. Would you rate the quality of the firm's service as:

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

2. How would you rate the response time of this firm?

Excellent _____ Good _____ Fair _____ Poor _____

Points (5) (4) (2) (0)

3. Were the timelines identified for the project schedule consistently met?

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

4. Did the firm keep you informed of progress?

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

5. Did the firm keep you informed of problems that would affect the timely delivery of the project?

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

6. Rate their efforts to maintain contact with you on progress, meeting milestones, etc:

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

7. Did you experience any problems with the accuracy of any invoicing/billing?

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

8. Rate how quickly and thoroughly the vendor resolved any invoicing/billing issues:

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

9. Have the problems you have experienced been dealt with to your satisfaction?

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

10. Was this Firm flexible in meeting your requirements?

Excellent _____ Good _____ Fair _____ Poor _____
Points (5) (4) (2) (0)

If no, why? _____

D. What would you do differently the next time you undertake a similar contract?

E. Explain why you would or would not do business with this firm again.