

AGENDA REQUEST FORM

Agenda Item: To consider and/or approve an Agreement between the Cleveland County Health Department and ZFI Engineering for Structural Engineering Services for the Norman Office of the Cleveland County Health Department.

Name of Person Submitting Request: Melody Bays, Regional Director

Address: Cleveland County Health Department
250 12th Ave. NE
Norman, OK 73071

Phone: (405) 579-2261

Date Requested: 5/26/2026

Description of Agenda Item including purpose for consideration by Board of County Commissioners (include type of Motion requested).

To consider and/or approve an Agreement between the Cleveland County Health Department and ZFI Engineering for Structural Engineering Services for the Norman Office of the Cleveland County Health Department. Initial Cost will not exceed \$1,000.00 If additional services are requested, they will be performed at the hourly rate listed in the rate structure in the contract.

Internal Use Only

Received by: _____

Acknowledge: _____ (Chairman)

Date Assigned: _____

_____ (Member)

Applicant Notified: _____

_____ (Member)

Routine (Consent) Item: _____

Other Parties Notified: _____

An Agreement Between Client and Structural Engineer of Record (SER) for Professional Services©

Date: May 15, 2026

Client: Mr. Jody Hartwig
Cleveland County Health Department (CCHD)
250 12th Ave. N.E.
Norman, OK 73071

From: Dale M. Metzinger
ZFI Engineering Co. (ZFI)

Re: Proposal for Limited Structural Engineering Services
Cleveland County Health Dept – Southwest Corner of Building
Norman, OK

SCOPE:

ZFI was asked to provide a proposal to CCHD at the request of Mid-Continental Restoration Co. (MCR), which had been in discussions with CCHD regarding the distress observed in the exterior CMU wall at the southwest corner of the building. ZFI has been provided with construction drawings dated May 2002. The exterior wall construction consists of CMU veneer with 6" load-bearing metal stud framing. The distress in the CMU wall is likely not due to lack of a competent foundation or unusual loading. To eliminate any possible structural issues at the corner, we can visit the site and assess the loading dock, exposed footing area, corner of roof, interior finishes, and slab at the corner.

Based on the project description noted above, ZFI Engineering anticipates our scope of services will include the following tasks:

- Review available existing/original construction drawings.
- Perform a limited visual-only assessment of the existing conditions at the corner.
- Provide a verbal summary of our observations to CCHD and MCR.
- Our scope does not include assessment of other areas or a summary report.

If we discover other issues and/or a summary report of our observations and recommendations are requested, they can be provided as additional services.

FEES:

Based on the scope of services described above, ZFI proposes providing our Limited Structural Engineering Services on an hourly basis not to exceed \$1,000. If additional services are requested, we can provide them on an hourly basis or a mutually agreed fee provided later.

ZFI Engineering Co.

8411 S. Walker Ave.

OKC, OK 73139

Ph: 405.634.3393

Fx: 405.634.6414

www.zfiengr.com

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ZFI's current hourly rate structure is as follows.

Sr. Investigative Engineer	\$325/hr.	Principal	\$265/hr.
Investigative Engineer	\$235/hr.	Sr. Project Manager	\$215/hr.
Project Manager	\$195/hr.	Sr. Project Engineer	\$175/hr.
Project Coordinator	\$155/hr.	Project Engineer	\$155/hr.
Sr. Engineering Staff	\$135/hr.	Engineering Staff	\$120/hr.
CAD/BIM Technician	\$90/hr.	Clerical	\$70/hr.

It is anticipated that the assessment will be performed by a Project Coordinator or an Investigative Engineer. We do NOT anticipate additional reimbursable expenses for this project.

SCHEDULE

Based on our current workload, we anticipate that we should be able to start on the project within two to four days of receiving the notice to proceed. We will coordinate with your office regarding our site visit.

ADDITIONAL PROVISIONS

This Agreement, and Terms and Conditions hereto, constitute the entire Agreement between the parties. An electronic copy of the Agreement has been provided to you. Please examine these documents, sign one copy, and return it to us. Retain a copy for your records.

PROFESSIONAL LIABILITY INSURANCE

ZFI currently maintains a professional liability insurance policy with an aggregate loss limit in excess of \$1 million and a deductible of \$20,000. There are not any pending claims against this policy. Subject to availability and affordability, it is our intent to maintain this level of coverage into the foreseeable future.

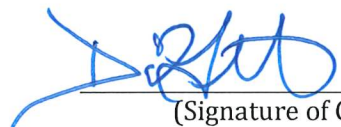
Please give me a call if you have any questions or I have misinterpreted something in the available project information.

Agreed to and accepted by:


(Signature of SER Contact)

May 15, 2026
(Date)

Dale Metzinger / Project Coord.
(Printed Name/ Title)


(Signature of Client)

5-26-26
(Date)

Daniel Thatcher / Business Manager
(Printed Name/ Title)

Cleveland County Health Dept.
(For)



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Terms and Conditions

Structural Engineer of Record (SER) shall perform the services outlined in this Agreement under the stated fee arrangement.

This Agreement

- 1.1.1 These Terms and Conditions, along with the attached agreement, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Oklahoma.
- 1.1.2 The attached agreement may modify the applicability of these Terms and Conditions. To the extent of any conflict, the attached agreement shall control.

Billings/Payments

Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis and are due when rendered. Invoices shall be considered past due if not paid within 15 days after the invoice date and the SER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access to Site

Unless otherwise stated, the SER will have access to the site for activities necessary for the performance of the services. The SER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that a structurally deficient condition may exist, the SER shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property. SER shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Indemnifications

The SER shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses, and expenses to the extent they are caused by the negligent acts or omissions of the SER or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SER and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SER) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or loss due to the presence of hazardous materials.



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Risk Allocation

In recognition of the relative risks, rewards and benefits of the project, to both the Client and the SER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the SER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause(s) shall not exceed the amount of the SER's fee, or other amount agreed upon. Such causes include, but are not limited to, the SER's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the SER for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the SER under this Agreement shall remain the property of the SER and may not be used by the Client for any other endeavor without the written consent of the SER.

Dispute Resolution

Any claim or dispute between the Client and the SER shall not be addressed with mediation or binding arbitration unless required by a Court of Law. This agreement shall be governed by the laws of the principal place of business of the SER.

