

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
OCTOBER 17, 2022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

- 1. Call to Order / Roll Call.**
- 2. Consent Docket:**
 - a. Acceptance of the Minutes of the October 3, 2022 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of Financials for September 2022.
- 3. Discussion/Approval of Items Removed from Consent Docket:**
- 4. Consideration and Discussion Items:**

- a. Discussion, consideration and possible action to enter into an Agreement for Professional Services with Chisholm Trail Consulting, LLC for engineering services for the 2022 Water Distribution System Improvements.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the October 3, 2022 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the October 3, 2022 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Susan M. Mcaniel, City Clerk

Meeting Date:

October 17, 2022

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. CMA 10-3-2022

October 3, 2022

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 3rd day of October 2022, as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 6:49 p.m.

ITEM 1. **Call to Order / Roll Call**

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Oscar Nelson
Kea Ginn
R. P. Ashanti-Alexander
Nate McCalla
Brian Gerdes
Georgianne Hebblethwaite

ABSENT: Zachary Grayson, Vice-Chairman
Kelly Boyd

STAFF

PRESENT: Amanda Mullins, City Attorney
Cindy Rogers, Assistant City Manager
Susan M. McDaniel, City Clerk
G. G. Music, Asst. Police Chief
Chief Samaniego, Fire Chief
Spencer Winzenried, Parks & Rec Director
Jim Crosby, Interim Public Works Director
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing and Civic Engagement

ITEM 2. **Consent Docket: ITEM 2a – ITEM 2b**

ITEM 2a. **Acceptance of the Minutes of the September 19, 2022, regular meeting.**

ITEM 2b. **Acceptance of the Claims List.**

*Motion by Trustee Hebblethwaite, second by Trustee Nelson to approve Consent Docket: ITEM 2a – ITEM 2b.

Roll call vote:

Ayes:"	Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.
"Nays:"	None
"Abstain:"	None
Motion carried.	7-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Discussion and Consideration Items:**

ITEM4a. **Discussion, consideration, and possible action to declare surplus real property described as Lots four (4) and five (5) in Block twelve (12) in Bookers 2nd Addition to the City of Chickasha (Surface Rights Only) and authorize the sale of property by sealed competitive bid. (a/k/a 2111 Dakota)**

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to declare surplus real property described as Lots four (4) and five (5) in Block twelve (12) in Bookers 2nd Addition to the City of Chickasha (Surface Rights Only) and authorize the sale of property by sealed competitive bid. (a/k/a 2111 Dakota)

Roll call vote:

Ayes:"	Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.
"Nays:"	None
"Abstain:"	None
Motion carried.	7-0

ITEM4b. **Discussion, consideration, and possible action to declare surplus real property described as all of lots seventeen (17) and eighteen (18), Block eight (8) Kenwood Addition to the City of Chickasha (Surface Rights Only) and authorize the sale of the property by seal competitive bid. (a/k/a 1103 N. 11th)**

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to declare surplus real property described as all of lots seventeen (17) and eighteen (18), Block eight (8) Kenwood Addition to the City of Chickasha (Surface Rights Only) and authorize the sale of the property by seal competitive bid. (a/k/a 1103 N. 11th)

6:49 P.M.

Roll call vote:

Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM4c. Discussion, consideration, and possible action to declare surplus real property described as all of lots twelve (12) and thirteen (13) of Block one (1), East Side Addition, City of Chickasha (Surface Rights Only) and authorize the sale of the property by sealed competitive bid. (a/k/a 1407 S. 1st.)

*Motion by Council Member McCalla and second by Council Member Hebblethwaite to declare surplus real property described as all of lots twelve (12) and thirteen (13) of Block one (1), East Side Addition, City of Chickasha (Surface Rights Only) and authorize the sale of the property by sealed competitive bid. (a/k/a 1407 S. 1st.)

Roll call vote:

Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM4d. Discussion, consideration, and possible action to declare surplus real property described as all of Lot three (3), Block one (1) in Rock Island Addition, City of Chickasha (Surface Rights Only) and authorize the sale of the property by sealed competitive bid. (a/k/a 923 Minnesota)

*Motion by Council Member Ginn and second by Council Member Hebblethwaite to declare surplus real property described as all of Lot three (3), Block one (1) in Rock Island Addition, City of Chickasha (Surface Rights Only) and authorize the sale of the property by sealed competitive bid. (a/k/a 923 Minnesota)

Roll call vote:

Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

6:49 P.M.

ITEM4e. **Discussion, consideration, and possible action to declare surplus real property described as all lots 18, 19, 20 Block 4 Kenwood Addition to the City of Chickasha (Surface Rights Only) and authorize the sale of property by sealed competitive bid. (a/k/a Parcel C240-00-001-012-0-000-00)**

*Motion by Council Member McCalla and second by Council Member Nelson to declare surplus real property described as all lots 18, 19, 20 Block 4 Kenwood Addition to the City of Chickasha (Surface Rights Only) and authorize the sale of property by sealed competitive bid. (a/k/a Parcel C240-00-001-012-0-000-00)

Roll call vote:

Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM4f. **Discussion, consideration, and possible action to declare surplus real property described as the west sixty (60) feet of lot three (3) and the east six (6) feet of lot four (4) and the west ten (10) feet of Lot two (2) and the east forty (40) feet of lot three (3) in Block 142 in the City of Chickasha (Surface Rights Only) and authorize the sale of property by sealed competitive bid. (a/k/a Parcel C071-00-012-004-0-000-00)**

*Motion by Council Member Nelson and second by Council Member McCalla to declare surplus real property described as the west sixty (60) feet of lot three (3) and the east six (6) feet of lot four (4) and the west ten (10) feet of Lot two (2) and the east forty (40) feet of lot three (3) in Block 142 in the City of Chickasha (Surface Rights Only) and authorize the sale of property by sealed competitive bid. (a/k/a Parcel C071-00-012-004-0-000-00)

Roll call vote:

Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM4g. **Discussion, consideration, and possible action to declare surplus real property described as all of Lot 3 and 5-foot wide and 165-foot long strip of the east side of Lot 4 Phillips Addition in the City of Chickasha (Surface Rights Only) and authorize the sale of the property by sealed competitive bid. (a/k/a 1007 N. 9th)**

6:49 P.M.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to declare surplus real property described all of Lot 3 and 5-foot wide and 165-foot long strip of the east side of Lot 4 Phillips Addition in the City of Chickasha (Surface Rights Only) and authorize the sale of the property by sealed competitive bid. (a/k/a 1007 N. 9th)

Roll call vote:

Ayes:” Gerdes, Nelson, Ginn, Hebblethwaite, Ashanti-Alexander, McCalla and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM4h. Discussion, consideration, and possible action to authorize the repair of raw water line from Lake Chickasha by C&Z Services, LLC in the amount not to exceed \$27,785.00.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to authorize the repair of the raw water line from Ft. Cobb Reservoir Master Conservancy District by C&Z Services, LLC in the amount not to exceed \$27,75.00 to be paid from the Water Resources Fund #68.

Roll call vote:

Ayes:” McCalla, Gerdes, Nelson, Ginn, Hebblethwaite, Ashanti-Alexander and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM4 i. Discussion, consideration, and possible action to approve Change Order No. 1 for project CMA-2104, Water Mains Construction Project.

*Motion by Council Member Nelson and second by Council Member Gerdes to approve Change Order No. 1 for project CMA-2104, Water Mains Construction Project as presented.

Roll call vote:

Ayes:” Ashanti-Alexander, McCalla, Gerdes, Nelson, Ginn, Hebblethwaite and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

6:49 P.M.

ITEM4 j. Discussion, consideration, and possible action to accept Bid CMA-2104 Water Mains Construction Project as complete and authorize the final payment to Miller Construction & Sons Inc. in the amount of \$137,781.50.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to accept Bid CMA-2104 Water Mains Construction Project as complete and authorize the final payment to Miller Construction & Sons Inc. in the amount of \$137,781.50.

Roll call vote:

Ayes:” Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, Ginn, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM 5. Motion to Adjourn.

*Motion by Trustee Ashanti-Alexander, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 7:04 P.M.

Approved this 17th day of October 2022.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: CMA Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of Financials for September 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for September 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Public Works

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to enter into an Agreement for Professional Services with Chisholm Trail Consulting, LLC for engineering services for the 2022 Water Distribution System Improvements.

I. BACKGROUND/DESCRIPTION:

This is an Agreement for Professional Services with Chisholm Trail Consulting, LLC for engineering services for the 2022 Water Distribution System Improvements. The primary goals of this project are to install and/or replace isolation valves and fire hydrants and to extend water mains to improve looping by eliminating dead-end lines in the project area. Isolation valves will be placed at every street intersection (approximately 500 foot spacing) and at every existing connection of two or more water main segments. Valves will be placed on each leg of a connection. Fire hydrants will be replaced at locations where the existing hydrant is apparently more than 50 years old and/or has experienced maintenance problems.

II. RECOMMENDED ACTION:

Enter into an Agreement for Professional Services with Chisholm Trail Consulting, LLC for engineering services for the 2022 Water Distribution System Improvements and authorize the Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
Meeting Date: October 17, 2022	FUND	ACCOUNT	AMOUNT
	(From)		

V. ATTACHMENTS:

1. Agreement for Professional Services - Chisholm Trail Consulting LLC
2. Engineering Report

PROFESSIONAL SERVICES CONTRACT

CDBG Project
2022 Water Distribution System Improvements
Engineering Services
CTC Contract CMA22.09.30

Prepared for: ***Chickasha Municipal Authority***



CHICKASHA MUNICIPAL AUTHORITY
117 N. 4th St.
Chickasha, OK 73018



CHISHOLM TRAIL CONSULTING, LLC

CA7771
2124 Scott Lane
Duncan, Oklahoma 73533
580-467-8130
e-mail: rscottv11@gmail.com

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the **CHICKASHA MUNICIPAL AUTHORITY**, (Owner) and **CHISHOLM TRAIL CONSULTING, LLC** (Engineer).

WITNESSETH

WHEREAS, Owner desires to complete a water distribution system improvements project, to be completed in the area bound by Second Street, Alabama Avenue, Sheppard Street and Missouri Avenue; and,

WHEREAS, said project shall be known as the 2022 CDBG Water Improvements Project, and;

WHEREAS, it is recognized that professional engineering and related services are necessary to complete said project; and,

WHEREAS, Owner desires to retain the services of a qualified firm to provide said professional engineering and related services for said project; and,

WHEREAS, Engineer is prepared and qualified to provide said services, as outlined herein;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date on which the authorized person(s) on behalf of the Owner shall duly and lawfully approve and execute this Agreement. The term of this Agreement shall be from the effective date of this Agreement until the provision of services desired by Owner is complete, unless terminated as provided for hereinafter at Article 14.

ARTICLE 2 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this Agreement.

ARTICLE 3- SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform Services as described in Attachment A, Scope of Services.

ARTICLE 4- COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5- OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6- STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. Engineer shall perform again any Services, which fail to satisfy this standard of care. No warranty, express or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement.

ARTICLE 7- LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Engineer's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, such liability shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8- INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in aggregate.
- (2) Professional liability Insurance with limits of not less than \$1,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insured on their General Liability insurance policies.

Engineer and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the engineering services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Engineer to the same extent.

ARTICLE 9- ENGINEER'S STATUS

The Engineer is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Owner. The Owner shall determine the work to be done by the Engineer within the scope of this contract, but the Engineer shall determine the legal means by which he accomplishes the work specified by the Owner. The Owner is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Engineer. Neither the Engineer nor its employees shall be entitled to receive any benefits which employees of the Owner are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical

insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the Owner.

ARTICLE 10-LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) non-compliance with City Ordinances or Permit Conditions resulting from acts or omissions by or caused by Permit Applicants or entities in receipt of Permits issued by Engineer; (2) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with construction Projects; (3) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (4) procuring permits, certificates, and licenses required for any activity unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11- OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12- REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and design calculations prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability of legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13- OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, permits, certifications, and written opinions issued by Engineer on behalf of the Owner and all engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its right in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon thirty (30) days written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner

shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 15- DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16- COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Owner:	Mr. Chris Mosley Chairman Chickasha Municipal Authority 117 N. 4th Chickasha, OK 73018
Engineer:	R. Scott Vaughn, P.E. Chisholm Trail Consulting, LLC 2124 Scott Lane Duncan, Oklahoma 73533

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17- WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with to any other or further breach.

ARTICLE 18- SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

ARTICLE 19- INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21- ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to any assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in the Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23- NON-DISCRIMINATION OF EMPLOYEES

During the performance of this contract, the consulting engineer, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. The consulting engineer and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap.
2. That any subcontractor entered into by the consulting engineer for performance of any portion of the work covered under this contract shall incorporate all of the provisions of this Special Provision, nondiscrimination of Employees, and the same shall be appended to said subcontract and be incorporated therein by reference.
3. The consulting engineer shall refrain from discriminatory practices as hereinafter defined. It is a discriminatory practice for the consulting engineer to:
 - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities of employment, because of race, color, religion, sex, national origin, age or handicap; or
 - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or

- (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retaining; or
 - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by the consulting engineer indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex, or national origin is a bona fide occupational qualification for employment; or
 - (e) Retaliate or discriminate against a person because he has opposed a discriminatory practice, or because he has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under 25 O.S., Section 1501 et seq.; or
 - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
 - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or
 - (h) Willfully obstruct or prevent a person from complying with the provisions of 25 O.S., Section 1501 et seq.; or
 - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in 25 O.S., Section 1501 et seq.
4. The consulting engineer further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any person, firm or corporation furnishing independent contract labor or materials to the consultant in the performance of this contract.
 5. If the consulting engineer fails to comply with the requirements of this document the City shall have the right to:
 - (a) Withhold payments to the consulting engineer until the consulting engineer furnishes satisfactory evidence of compliance and correction of all violations; or
 - (b) Cancel, terminate or suspend the contract, in whole or in part, without further liability to the City other than payment for work performed up to the effective date of cancellation, suspension or termination of the contract.
 - (c) All violations which are not corrected by the consulting engineer within such time as is specified by the city in its notice of violation shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
 6. The consulting engineer hereby agrees to be bound by and subject himself to the provisions of Title 29, Code of Federal Regulation, Parts 1601-1605, inclusive, insofar as the same have been

adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operation, functions, duties and responsibilities of said Commission.

7. Engineer further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

ARTICLE 24- HAZARDOUS MATERIALS

Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, or removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

DATED the _____ day of _____, 2022.

Chisholm Trail Consulting, LLC

Engineer

By: 
R. Scott Vaughn, P.E.

Date: September 30, 2022

ATTEST:

Chickasha Municipal Authority

Owner

Title: Chairman

By: _____
Mr. Chris Mosley

Date: _____

City Clerk

APPROVED as to form and legality this ____ day of _____ 2022.

City Attorney

ATTACHMENT "A"
AGREEMENT FOR PROFESSIONAL SERVICES

SCOPE OF SERVICES

In order to aid in defining the Scope of Services by Engineer, additional descriptive information regarding the Project is listed below.

1. Description of PROJECT

- 1.1. PROJECT location – the area bound by Second Street, Alabama Avenue, Sheppard Street and Missouri Avenue, in Chickasha, Ok.
- 1.2. Anticipated PROJECT Scope of work
 - 1.2.1. Construction of Water Mains along Missouri Avenue from 3rd Street to 4th Street and along Virginia from Sheppard to Henderson and along Henderson from Virginia to Tennessee.
 - 1.2.2. Installation of in-line valves and replacement of existing valves and/or fire hydrants as recommended by ENGINEER, in consultation with OWNER.
 - 1.2.3. City of Chickasha Ordinances, Standards and Specifications shall govern the work.
 - 1.2.4. Community Development Block Grant (CDBG) funding and local funding will be used on this project. CDBG requirements will be met.

The scope of services will be limited to providing the necessary and appropriate engineering and professional services to perform work in the following areas.

2. SCOPE OF SERVICES

- 2.1. Conduct a maximum of three (3) site visits to confirm project design details.
- 2.2. Provide Boundary/Topographic survey of Missouri Avenue from 3rd Street to 4th Street and along Virginia from Sheppard to Henderson and along Henderson from Virginia to Tennessee. Provide topographic survey only of a 25-foot radius area at each existing fire hydrant location. Said survey to be performed by others under a sub-contract to ENGINEER. Boundary/Topographic Survey will be provided to determine existing rights-of-way, easements, streets, drainage structures, utilities and other physical features (e.g., signs and trees) only. Property Corners will not be established or set.
- 2.3. Provide Engineering Services to develop complete Construction Drawings and Bid Packet, including Specifications, describing the work to be performed.
 - 2.3.1. Construction Drawings and Bid Packet will be provided in electronic version (pdf) and hard copy to OWNER.
 - 2.3.2. Construction Drawings and Bid Packet will be uploaded into the Quest CDN Construction Data Network.
 - 2.3.3. Construction Drawings and Bid Packet will be provided in hard copy to prospective bidders upon request. ENGINEER will be permitted to collect a reasonable fee for distribution of hard copy Construction Drawings and Bid Packet.
 - 2.3.4. Drawings will be half-size (11"x17") only.
 - 2.3.5. Drawings are anticipated to include the following sheets only:
 - 2.3.5.1. 1 each Title Sheet
 - 2.3.5.2. 1 each Typical Sections Sheet
 - 2.3.5.3. 1 each Summary of Pay Quantities and Notes
 - 2.3.5.4. 4 each Plan and Profile sheets
 - 2.3.5.5. 5 each detail sheets
 - 2.3.5.6. 1 each Survey Drawing

- 2.3.6. It is anticipated no additional easements or right-of-way will be needed to construct the proposed improvements.
 - 2.3.7. No street improvements will be included in the design.
 - 2.3.8. No geotechnical investigation or geotechnical design will be required or provided.
 - 2.3.9. It is anticipated no utilities will need to be relocated as part of this project, and that design of utility relocations is not included in these services
 - 2.4. Provide completed application forms for City of Chickasha Floodplain Development permitting, if necessary. ENGINEER Scope of Services and Fee rely on a determination that the design will not result in any ground levels or other surface levels being higher than existing, and therefore that Base Flood Elevations will not be increased. ENGINEER Scope of Services and Fee do not include performing or providing detailed Hydrological and Hydraulic Studies related to City of Chickasha Floodplain Development ordinances.
 - 2.5. USACE permitting will not be necessary.
 - 2.6. No grant application forms, reports or other documentation other than those required for City permitting will be provided.
 - 2.7. During the bidding process, ENGINEER will provide addenda if necessary.
 - 2.8. Provide an estimate of quantities and an estimate of PROJECT construction costs.
 - 2.9. Provide Resident Inspection and Construction Engineering services, as deemed necessary by the Chickasha Municipal Authority. ENGINEER Fee is based on a maximum of 150.0 hours Resident Inspection services and on a maximum of 11.0 hours Construction Engineering services. Actual charges for these services will be billed using the actual amount of time providing these services and ENGINEER Standard rates.
 - 2.10. Materials sampling and testing are not anticipated to be needed and are therefore not included in ENGINEER's Scope of Work or Fee.
 - 2.11. Provide Construction Materials and Testing services under sub-contract to ENGINEER, as deemed necessary by the Chickasha Municipal Authority. ENGINEER Fee is based on estimated quantities and ENGINEER subcontractor standard rates. Actual charges for Construction Materials and Testing services will be billed using the actual cost of said services.
 - 2.12. Meet with City Staff and City Council as necessary to carry out the functions described herein.
3. ADDITIONAL LIMITATIONS ON SCOPE OF SERVICES BY ENGINEER
- 3.1. A portion of the project area is located within Zone AE, area of 1% annual flood, as indicated on FIRM 40051C0295E, Effective Date April 3, 2012. ENGINEER Scope of Services and Fee do not include cost of developing or providing any documentation or applications for LOMR's or LOMA's or performing or providing detailed Hydrological and Hydraulic Studies for submittal to FEMA.
 - 3.2. ENGINEER Scope of Services and Fee rely on a determination that Base Flood Elevations will not be increased as defined by FEMA and/or City of Chickasha Ordinances.
 - 3.3. ENGINEER Scope of Services and Fee do not include costs of City permits for floodplain development, USACE Section 404 permit or other permits.
4. PERIOD OF SERVICE
- 4.1. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the tasks described herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required to carry out these tasks. If specific periods of time for rendering services are set forth or specific dates by

which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

- 4.2. Upon Written authorization from Owner, ENGINEER shall proceed with the performance of services.
- 4.3. ENGINEER's services shall each be considered complete at the time ENGINEER submits the appropriate documents.
- 4.4. If OWNER has requested significant modifications or changes in the general scope, extent or character of the work, the time of performance of ENGINEER's services shall be adjusted equitably.

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ATTACHMENT "B"
AGREEMENT FOR PROFESSIONAL SERVICES

COMPENSATION

1. PAYMENTS TO ENGINEER

- 1.1 Compensation. Compensation for all Professional Services under this Agreement shall be charged according to the FEE SCHEDULE below for each Task performed, or as otherwise agreed upon by and between OWNER and ENGINEER through negotiation for individual projects in advance of commencing work. Fees will be charged based on time of service provided multiplied by ENGINEER's Standard Rates for each service, as listed.

FEE SCHEDULE

DESCRIPTION	NOT-TO-EXCEED FEE
BOUNDARY/ TOPOGRAPHIC SURVEY (LUMP SUM FEE)	\$10,000.00
DESIGN, CONSTRUCTION DRAWINGS AND BID PACKET	\$18,420.00
BIDDING ASSISTANCE	\$3,680.00
CONSTRUCTION ENGINEERING AND RESIDENT INSPECTION	\$12,900.00
TOTAL NOT-TO EXCEED FEE	\$45,000.00

ENGINEER STANDARD RATE SCHEDULE

DESCRIPTION	HOURLY RATE
PRINCIPLE ENGINEER	\$150.00
DRAFTING	\$65.00
CONSTRUCTION ENGINEERING	\$145.00
RESIDENT INSPECTION	\$75.00
CLERICAL	\$45.00

Fees for additional services will be negotiated. No additional services or extra work of any kind shall be recognized or be binding on the OWNER unless such work or services is first approved in writing by the OWNER.

- 1.2 Payments. Invoices may be submitted monthly. Invoices for the amount and value of the work and services performed by the ENGINEER shall meet the standards of quality as established under this Agreement. The OWNER agrees to pay the ENGINEER in a

timely manner upon receipt of appropriate invoices. The invoices shall be prepared by the ENGINEER and shall be accompanied by all supporting data required by the OWNER.

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ATTACHMENT "C"
AGREEMENT FOR PROFESSIONAL SERVICES

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's service.
2. Provide all criteria and full information as to OWNER's requirements for the Projects, including ordinances, regulations, procedures, design objectives and constraints, space, capacity and performance requirements, any budgetary limitations and all design and construction standards required by OWNER.
3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Furnish to ENGINEER, for performance of ENGINEER's Basic Services access to data and forms pertinent to the work.
5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project(s), such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project(s) including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
8. Printing and reproduction of forms and attachments for permits, reports and attachments.
9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-performance in the work of any Contractor.
10. Bear all costs incident to compliance with the requirements of this Attachment.



2022 WATER DISTRIBUTION SYSTEM IMPROVEMENTS
ENGINEERING REPORT

Prepared for: ***City of Chickasha/Chickasha Municipal Authority***

Prepared by:



CHISHOLM TRAIL CONSULTING, LLC

CA7771
2124 Scott Lane
Duncan, Oklahoma 73533
580-467-8130
e-mail: rscottv11@gmail.com



Randall Scott Vaughn, P.E., 15194
(digitally signed)

April 25, 2022
Date

1. PURPOSE OF PROJECT

The City of Chickasha/Chickasha Municipal Authority (City) desires to make improvements to its Water Distribution System.

This system is operated in three pressure zones: the Low Pressure Zone, the High Pressure Zone and the Airport Pressure Zone. The Low Pressure Zone generally covers that part of town lying between Grand Boulevard on the south, the Stillwater Central Railroad and 12th Street on the west, Vermont Avenue on the north and Grand Avenue on the east. This zone represents mostly areas developed prior to circa 1964.

The High Pressure Zone generally covers those areas of the city outside the Low Pressure Zone, except the Airport, and the downtown business district. In general, the High Pressure Zone consists of those areas developed after about 1964. The Airport Pressure Zone consists of the area serving the Airport only.

City Staff have reported that many of the water mains in the Low Pressure Zone have few isolation valves. Isolation valves are needed to be able to shut off or reduce flow in segments of the water distribution system, especially during emergency situations such as repairing water main leaks. Sometimes, repairing water main leaks requires replacing segments of pipe. ODEQ regulations require spacing of valves every 500 feet on new water mains in areas such as that contained in the Low Pressure Zone (high-service or urbanized areas).

Further, Staff reports that some fire hydrants do not have isolation valves. Provision of isolation valves at fire hydrants is essential. In cases where a fire hydrant does not have an isolation valve, any maintenance of the fire hydrant requires shutting down extensive lengths of water mains. With an isolation valve located at each fire hydrant, maintenance can take place without this serious interruption to water supply.

Also, in the Low Pressure Zone looping of lines is infrequent. That is, water main segments often approach six city blocks (approximately 3,000 feet) in length before connecting with an intersecting water main. More frequent connections to intersecting water mains provides for improved flow of water in the system, which aids in improving water quality and fire flow protection. This is also important when service disruptions to individual line segments are necessary. Looped water mains allow water to flow to areas outside of the disrupted area. ODEQ regulations require that dead-ends be minimized on new water systems.

The primary goals of this project are to install and/or replace isolation valves and fire hydrants and to extend water mains to improve looping by eliminating dead-end lines in the project area. Isolation valves will be placed at every street intersection (approximately 500 foot spacing) and at every existing connection of two or more water main segments. Valves will be placed on each leg of a connection. Fire hydrants will be replaced at locations where the existing hydrant is apparently more than 50 years old and/or has experienced maintenance problems.

One water main extension will be completed along Virginia Avenue from Sheppard Street to Henderson Street, then along Henderson Street from Virginia Avenue to about halfway between Virginia Avenue and Tennessee Avenue. This water main extension is needed to eliminate a dead-end line serving this area. The other proposed water main extension is planned to take advantage of

a water main extension provided by a recent privately funded development at the intersection of Missouri and 4th Street. Connecting to this water main will expand the looping of the system in this area.

2. PROJECT PLANNING AREA

2.1. LOCATION

The proposed project area is generally bound by Second Street on the west, Alabama Avenue on the south, Sheppard Street on the east and Missouri Avenue on the north. Each street intersection in this area will be evaluated and plans developed for installation of isolation valves. Every fire hydrant in the planning area will be evaluated and considered for replacement.

Two water main extensions are planned. One will be along Missouri Avenue and the other along Virginia Avenue and Henderson Street.

Two maps are attached showing the limits of the proposed project. One map shows the project limits against a plat map and the other shows the project limits against a utility index map.

2.2. ENVIRONMENTAL CONSIDERATIONS

All work in the project area will take place in previously developed areas. That is, all work will take place in existing street rights-of-way and/or easements containing previously built streets.

The extreme northwest portion of the project lies within a National Flood Hazard Area. See attached NFHL depiction map, produced from Google Earth. Development of construction documents for this project will be coordinated with the local Floodplain Administrator. However, no adverse impact to the floodplain is anticipated, as no new above-ground facilities are anticipated. Further, all utilities by their very nature will be floodproofed (i.e., underground water-tight water mains and appurtenances).

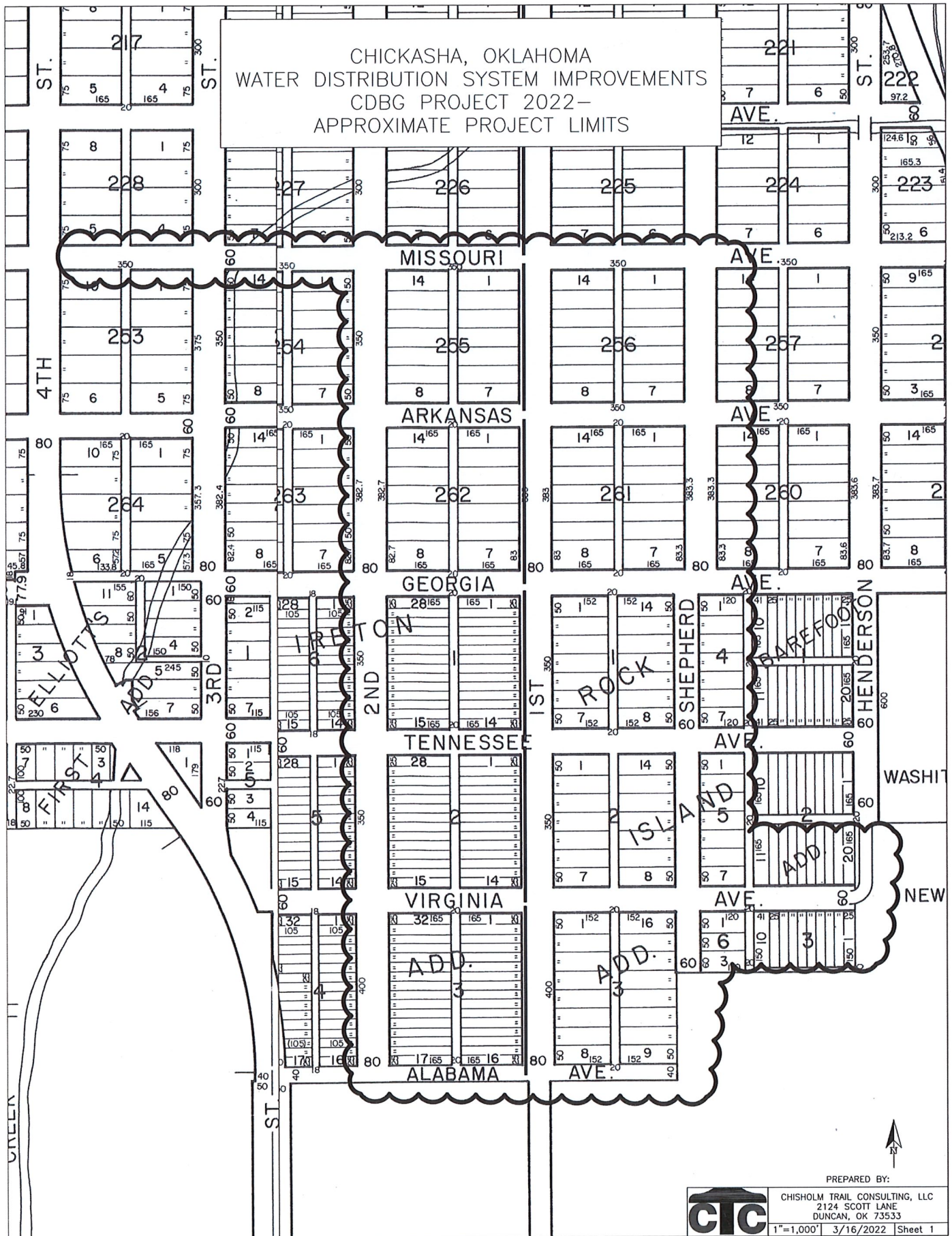
Some street repairs will need to be made. Local construction traffic control complying with the Manual on Uniform Traffic Control Devices (MUTCD) will be implemented during completion of the project. No long-term noise or air quality impacts are anticipated with this project.

2.3. All work will be completed in accordance with ODEQ regulations and City of Chickasha water main standards.

3. PROJECT COST ESTIMATE

A preliminary cost estimate is also attached.

CHICKASHA, OKLAHOMA
WATER DISTRIBUTION SYSTEM IMPROVEMENTS
CDBG PROJECT 2022-
APPROXIMATE PROJECT LIMITS

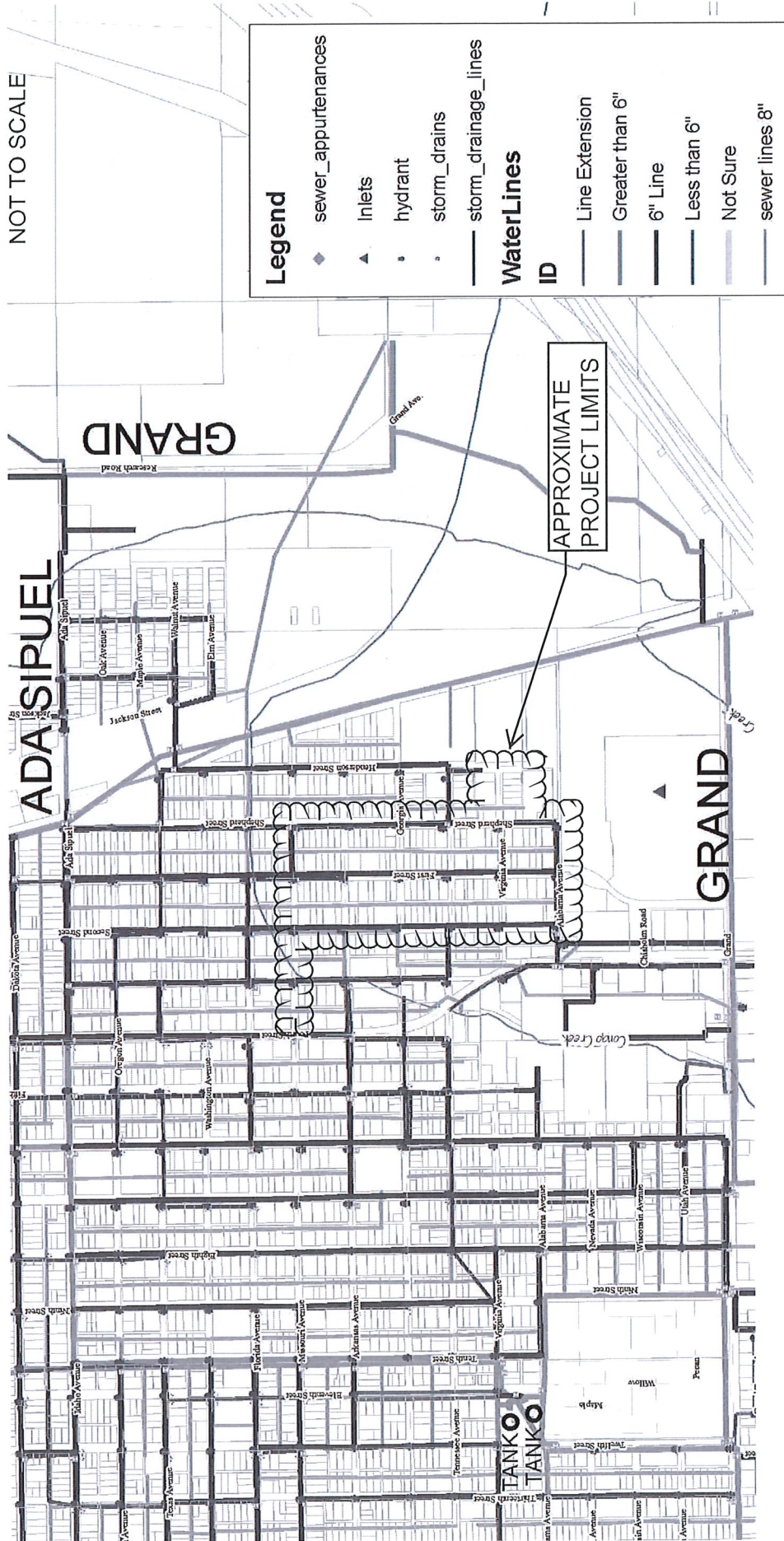


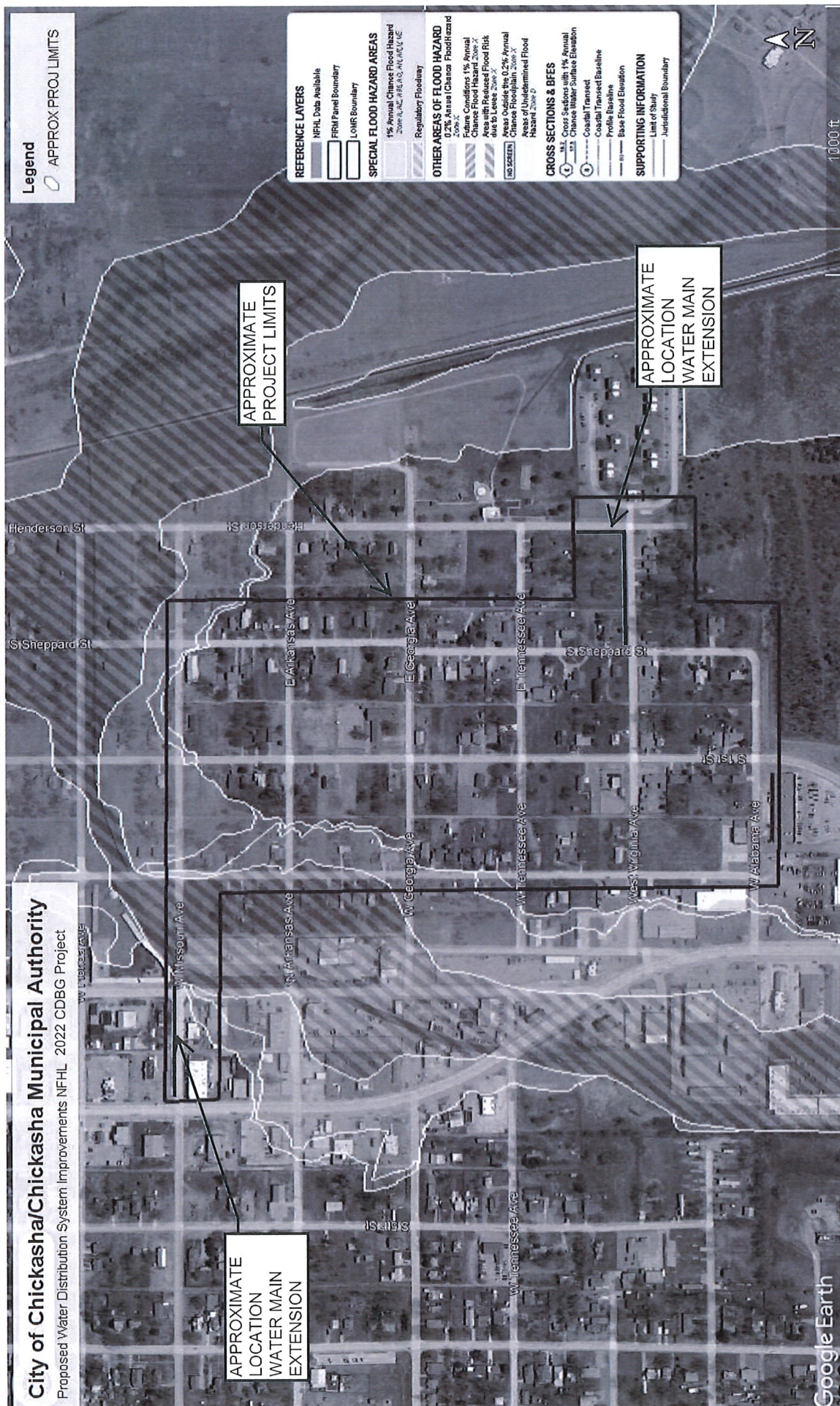
PREPARED BY:
CHISHOLM TRAIL CONSULTING, LLC
2124 SCOTT LANE
DUNCAN, OK 73533
1"=1,000' 3/16/2022 Sheet 1

CITY OF CHICKASHA/CHICKASHA MUNICIPAL AUTHORITY
 PROPOSED WATER DISTRIBUTION SYSTEM IMPROVEMENTS
 CDBG 2022 PROJECT



NOT TO SCALE





CHICKASHA 2022 CDBG
WATER DISTRIBUTION SYSTEM IMPROVEMENTS
ENGINEER'S ESTIMATE

PRELIMINARY

WATER MAIN CONSTRUCTION					
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	EST QTY	ESTIMATED UNIT PRICE	TOTAL ESTIMATED COST
1.1	8" PVC WATER MAIN, INSTALLED	LF	970	\$ 95.00	\$ 92,150.00
1.2	8" MJ GATE VALVE W/ BOX, INSTALLED	EA	6	\$ 3,000.00	\$ 18,000.00
1.3	6" MJ GATE VALVE W/ BOX, INSTALLED	EA	34	\$ 2,500.00	\$ 85,000.00
1.4	6" X 6" MJ TEE, INSTALLED	EA	10	\$ 750.00	\$ 7,500.00
1.5	FIRE HYDRANT ASSY INSTALLED	EA	10	\$ 7,500.00	\$ 75,000.00
1.6	DISINFECTION	LSUM	1	\$ 3,500.00	\$ 3,500.00
1.7	HYDROSTATIC PRESSURE TESTING	LSUM	1	\$ 3,500.00	\$ 3,500.00
1.8	PAVEMENT RESTORATION	SY	136	\$ 275.00	\$ 37,400.00
1.9	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 8,721.00	\$ 8,721.00
CONSTRUCTION SUBTOTAL					\$ 330,771.00

GRANT ADMINISTRATION \$ 15,657.00

ENGINEERING \$ 45,000.00

TOTAL PROJECT COST \$ 391,428.00



ENGINEER

3/22/2022
DATE



CHISHOLM TRAIL CONSULTING, LLC