

CHICKASHA MUNICIPAL AIRPORT 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 2, 2023

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 September 18, 2023 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify authorization to renew coverage for General Liability, Property and Auto Insurance Coverage
 - d. Acceptance of the Financials for August, 2023
 - e. Acceptance of Resolution 2023-23R amending FY 23/24 Budget.
- 3. Discussion/Approval of Items Removed from Consent Docket:**

4. Consideration and Discussion Items:

- a. Discussion, consideration, and possible action to approve Pay Request No. 1 in the amount of \$212,773.00 - Rehabilitate Runway 18/36 and Taxiways to Tri-City Seal Co., Inc.
- b. Discussion, consideration, and possible action on Task Order #5, to the Owner-Engineer Agreement between the City and Parkhill, for Construction Administration, Resident Project Representative and Construction Materials Testing and Review services related to the "Construct T-Hangar" project.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the September 18, 2023 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the September 18, 2023 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 2, 2023	(From)		

V. ATTACHMENTS:

1. CMAA 9-18-2023

September 18, 2023

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 18th day of September 2023 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Vice Chairman Grayson called the meeting to order at 7:33 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Chris Mosley, Chairman
Zachary Grayson, Vice Chairman
Kelly Boyd
Oscar Nelson
Kea Ginn
Georgianne Hebblethwaite
Rick Croslin
Brian Gerdes

ABSENT:

R. P. Ashanti-Alexander

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Rachel Bernish, Asst. City Manager
Susan M. McDaniel, City Clerk
G. G. Music, Police Chief
Tony Samaniego, Fire Chief
Elaine Jensen, Finance Director
Lillie Huckaby, Library Director
Jim Crosby, Public Works Director
Darren Martin, Chief Building Inspector
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2b.

ITEM 2a.

Acceptance of the Minutes of September 5, 2023, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

*Motion by Trustee Hebblethwaite, second by Trustee Grayson to approve Items 2a – 2b.

TIME 7:33 P.M.

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, Croslin, Gerdes, Boyd, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 8-0

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 award a construction contract for “Construct T-Hangar”, CAA-2302 to Diversified Construction of Oklahoma.**

*Motion by Council Member Hebblethwaite and second by Council Member Grayson to award a construction contract for “Construct T-Hangar”, CAA-2302 to Diversified Construction of Oklahoma in the amount of \$1,084,764.92.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, Croslin, Gerdes, Boyd, Nelson, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 5. **Motion to Adjourn.**

*Motion by Trustee Grayson, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 7:35 PM

Approved this 2nd day of October 2023.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, CMC
City Clerk



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 2, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: City Clerk

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify authorization to renew coverage for General Liability, Property and Auto Insurance Coverage

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify authorization to renew coverage for General Liability, Property and Auto Insurance Coverage

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:
October 2, 2023

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: Finance

Agenda Item No. 2.d.

AGENDA ITEM: Acceptance of the Financials for August, 2023

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Financials for August, 2023

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: Finance

Agenda Item No. 2.e.

AGENDA ITEM: Acceptance of Resolution 2023-23R amending FY 23/24 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Resolution 2023-23R amending FY 23/24 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve Pay Request No. 1 in the amount of \$212,773.00 - Rehabilitate Runway 18/36 and Taxiways to Tri-City Seal Co., Inc.

I. BACKGROUND/DESCRIPTION:

Tri-City Seal Co., Inc. has submitted Pay Request No. 1 in the amount of \$212,773.00 for payment.

Parkhill has reviewed and recommended payment.

II. RECOMMENDED ACTION:

Approve Pay Request No. 1 in the amount of \$212,773.00 - Rehabilitate Runway 18/36 and Taxiways to Tri-City Seal Co., Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 2, 2023	(From) 39-539-5305-023.1		\$212,773.00

V. ATTACHMENTS:

- 20230928133324343

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Chickasha
117 N. 4th St.
Chickasha, OK 73018

APPLICATION NO: 1

Distribution to:

☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

VIA ENGINEER: Parkhill

FROM CONTRACTOR:

Tri-City Seal Co., Inc.

P.O. Box 775

Tuttle, OK 73089

CONTRACT FOR:

Rehabilitate Runway 18/36 and Taxiways

PERIOD TO: 9/15/2023

PROJECT NOS:

CONTRACT DATE: 6/20/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 465,899.29
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 465,899.29
4. TOTAL COMPLETED & STORED TO DATE \$ 223,971.58

5. RETAINAGE: a. 5 % of Completed Work \$ 11,198.58
b. 5 % of Stored Material \$ 0.00

Total Retainage
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 11,198.58
\$ 212,773.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 0.00

8. CURRENT PAYMENT DUE \$ 212,773.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 253,126.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTRACTOR:

By:

Date:

State of: OKLAHOMA County of: Oklahoma

Subscribed and sworn to before me this 18th day of September, 2023

Notary Public: Christy Birk

My Commission expires: Mar 15, 2025

Notary Public - State of Oklahoma Commission Number 13002546

My Commission Expires Mar 15, 2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 212,773.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By:

Date:

09/19/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Rehabilitate Runway 18/36 and Taxiways
OAC CHK-23-S

PAY REQUEST NO: 1
DATE: 9/18/2023

Chickasha Municipal Airport

For Period Ending: 9/15/2023

Item	Description	Contract			Total Work Completed		Quantity Remaining
		Quantity	Unit Price \$	Amount \$	Quantity	Amount \$	
Base Bid							
1	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	0.50	\$ 5,000.00
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	\$ 3,000.00	\$ 3,000.00	0.50	\$ 1,500.00
3	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	85	CY	\$ 1,345.66	\$ 114,381.10	85.00	\$ 114,381.10
4	SAW, CLEAN AND SEAL JOINTS	39,000	LF	\$ 2.02	\$ 78,780.00	20,879.00	\$ 42,175.58
5	SAW, CLEAN AND SEAL JOINTS GREATER THAN 1 INCH	1,450	LF	\$ 6.08	\$ 8,816.00	1,299.00	\$ 7,897.92
6	ROUT, CLEAN AND SEAL CRACKS (CONCRETE)	55	LF	\$ 1.80	\$ 99.00	22.00	\$ 39.60
7	REFLECTIVE MARKING (WITH GLASS BEADS)	3,200	SF	\$ 2.67	\$ 8,544.00	0.00	\$ -
8	NON-REFLECTIVE MARKING	6,300	SF	\$ 2.29	\$ 14,427.00	0.00	\$ -
9	THIRD PARTY INSURANCE	1	LS	\$ -	\$ -	0.00	\$ -
10	RUNWAY CLOSED CROSSES	1	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -
11	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	37	CY	\$ 1,045.77	\$ 38,693.49	37.00	\$ 38,693.49
12	SAW, CLEAN AND SEAL JOINTS	2,800	LF	\$ 5.15	\$ 14,420.00	1,600.00	\$ 8,240.00
13	ROUT, CLEAN AND SEAL CRACKS (CONCRETE)	185	LF	\$ 1.80	\$ 333.00	0.00	\$ -
14	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	19	CY	\$ 1,126.82	\$ 21,409.58	4.50	\$ 5,070.69
15	SAW, CLEAN AND SEAL JOINTS	300	LF	\$ 8.11	\$ 2,433.00	120.00	\$ 973.20
16	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	16	CY	\$ 1,126.82	\$ 18,029.12	0.00	\$ -
17	MARKING REMOVAL	46,000	SF	\$ 0.71	\$ 32,660.00	0.00	\$ -
18	REFLECTIVE MARKING (WITH GLASS BEADS)	35,900	SF	\$ 2.13	\$ 76,467.00	0.00	\$ -
19	NON-REFLECTIVE MARKING	10,100	SF	\$ 2.07	\$ 20,907.00	0.00	\$ -
TOTAL				\$465,899.29			\$223,971.58

TOTAL WORK TO DATE:

\$223,971.58

LESS RETAINAGE @ 5%:

\$11,198.58

LESS PREVIOUS PAYMENTS RECOMMENDED:

\$0.00

PAYMENT RECOMMENDED THIS ESTIMATE:

\$212,773.00

OAC Share \$202,134.35
Sponsor Share \$10,638.65

Contractor:
Tri-City Seal Co., Inc
P.O. Box 775
Tuttle, OK 73089

Approved By:

Tom J. Baker
Parkhill

09/19/2023

Date



City of
CHICKASHA

Meeting Type: CMAA Agenda 10-2-2023

Meeting Date: 10/2/2023

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action on Task Order #5, to the Owner-Engineer Agreement between the City and Parkhill, for Construction Administration, Resident Project Representative and Construction Materials Testing and Review services related to the "Construct T-Hangar" project.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Task Order #5, to the Owner-Engineer Agreement between the City and Parkhill, for Construction Administration, Resident Project Representative and Construction Materials Testing and Review services related to the "Construct T-Hangar" project..

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 2, 2023	(From)		

V. ATTACHMENTS:

- 20230928164721397

September 26, 2023

Mr. Chris Mosley
City of Chickasha
117 N. 4th St
Chickasha, OK 73018

Re: Task Order 05 to MASTER AGREEMENT for Professional Services
Construct T-Hangar
Chickasha Municipal Airport

Dear Mr. Mosley:

As requested, we prepared Task Order 05 for Construction Administration, Resident Project Representative and Construction Materials Testing and Review services related to the referenced Project. Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Phase Services as detailed below and in Exhibit A attached. Construction Administration services reflects 120 Calendar Days to final Project completion. Services are proposed on a lump sum basis.
 - a. Contractor Material Submittal Review
 - b. Construction Contract Preparation
 - c. Conduct Pre-Construction Meeting
 - d. Review and Approval of Monthly Contract Pay Request
 - e. Prepare Change Orders (if required)
 - f. Prepare Weekly Inspection Reports
 - g. Conduct Final Inspection and Prepare Punchlist
 - h. Recommend Final Project Acceptance.
2. Parkhill to provide RPR services as detailed in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative". RPR time reflects 30 Calendar Days and proposed on a lump sum basis.

RPR to be present during construction of hangar slab and apron paving operations. Resident Project Representative services not provided for hangar construction beyond completion of hangar slab.

3. Parkhill to provide FAA required Construction Materials Testing and Review, in accordance with the testing frequencies defined in the Project Specifications, through an independent materials testing laboratory, up to 4 sets of concrete compression strength tests. Results to be reviewed by Parkhill.

Fee for Proposed Task Order 05 services are further defined in Exhibit B attached, summarized as follows:

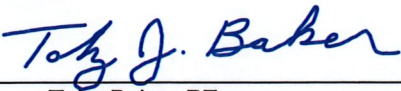
Task 5CON	Lump Sum Fee for Construction Phase Services	\$ 12,000.00
Task 6RPR	Lump Sum Fee for Resident Project Representative Services	\$ 27,500.00
Task 9SSC	Lump Sum Fee for Construction Materials Testing and Review	\$ 3,200.00
TOTAL TASK ORDER 05		\$ 42,700.00

We propose to modify the Master Agreement between the City of Chickasha and Parkhill dated January 3, 2023 and provide approved services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) attached. Any necessary additional services will be provided in accordance to Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for services shall not exceed the total noted without Owner's written approval.

If the terms of this Task Order are agreeable, please execute and return one copy to our office. We will take receipt of this signed letter as our Notice to Proceed. We look forward to working with you in completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

PARKHILL

By 
Toby Baker, PE
Project Manager | Senior Associate

Accepted by:

CITY OF CHICKASHA

By _____ Date _____
Chris Mosley
Mayor

TJB/bc

Enclosures

A:\2022\11929.22\00_ADMIN\00_CONTR\01_FINAL\TO5\TaskOrder.05.doc

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

A 1.01 *Study and Report Phase* (Not Used)

A 1.02 *Preliminary Design Phase* (Not Used)

A 1.04 *Bidding or Negotiating Phase* (Not Used)

A 1.05 *Construction Phase* (Tasks 5CON, 6RPR, and 9SSC)

A. Upon successful completion of Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in Construction Contract General Conditions.

2. *Resident Project Representative (RPR).* Provide RPR services at Site to assist ENGINEER and provide more extensive observation of Contractor's work. RPR duties, responsibilities, and authority are as set forth in Exhibit C. Furnishing such RPR services will not extend ENGINEER responsibilities or authority beyond specific limits set forth elsewhere in this Master Agreement or associated Task Orders. RPR performance is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. Performance of these investigations and tests is included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. *Preconstruction Conference.* Conduct a Preconstruction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. Performance of field surveys is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while in progress:

- a. Make visits to Site at intervals appropriate to various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Work. Such visits and observations by ENGINEER, and RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Master Agreement, associated Task Orders and Contract Documents, but rather to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on ENGINEER's

exercise of professional judgment as assisted by RPR, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and ENGINEER shall keep OWNER informed of Work progress.

- b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while in progress if, based on such observations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of Contract Documents as appropriate to orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with intent of and reasonably inferable from Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from Contract Document requirements.

9. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety, precautions, and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or interpretation of Contract Document requirements pertaining to execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine amounts ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

- a. Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, and guarantees.
- b. Receive and transmit to OWNER bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, visit the Site to review the Work and determine the status of completion. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final visit to the project to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D ("Notice of Acceptability of Work") Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Master Agreement and associated Task Orders.

B. *Duration of Construction Phase.* Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after original date for completion and readiness for final payment of Contractor as set forth in Contract Documents.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A 1.06 *Grant Administration Phase* (Not Used)

PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance* (Not Used)

**EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD**

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 Compensation for Basic Services - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$ 42,700.00 based on the following distribution of compensation:

a. Study and Report Phase	\$ _____
b. Preliminary Design Phase	\$ _____
c. Final Design Phase	\$ _____
d. Bidding and Negotiating Phase	\$ _____
e. Construction Phase (Tasks 5CON, 6RPR, and 9SSC)	\$ <u>42,700.00</u>
f. Grant Administration Phase	\$ _____

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding _____* months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

*To be negotiated if required.

B 4.02 Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, based on cost times a factor of 1.15.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

APPENDIX 1
Parkhill
Hourly Rate Schedule
January 1, 2023 through December 31, 2023

Client: City of Chickasha

Project: Construct T-Hangar

Agreement Date: September 26, 2023

Location: Chickasha Municipal Airport

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$61.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$72.00	Architect	\$152.00	Architect	\$251.00
SUPPORT STAFF III	\$99.00	Civil Engineer	\$187.00	Civil Engineer	\$283.00
SUPPORT STAFF IV	\$105.00	Electrical Engineer	\$182.00	Electrical Engineer	\$295.00
SUPPORT STAFF V	\$117.00	Interior Designer	\$136.00	Interior Designer	\$217.00
SUPPORT STAFF VI	\$126.00	Landscape Architect	\$147.00	Landscape Architect	\$234.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$174.00	Mechanical Engineer	\$282.00
Architect	\$124.00	Structural Engineer	\$180.00	Structural Engineer	\$271.00
Civil Engineer	\$135.00	Surveyor III	\$121.00	Professional Surveyor VI	\$198.00
Electrical Engineer	\$138.00	Other Professional	\$134.00	Other Professional	\$213.00
Interior Designer	\$118.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$118.00	Architect	\$186.00	Architect	\$323.00
Mechanical Engineer	\$129.00	Civil Engineer	\$218.00	Civil Engineer	\$338.00
Structural Engineer	\$129.00	Electrical Engineer	\$214.00	Electrical Engineer	\$338.00
Surveyor I	\$94.00	Interior Designer	\$149.00	Interior Designer	\$243.00
Other Professional	\$116.00	Landscape Architect	\$159.00	Landscape Architect	\$323.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$204.00	Mechanical Engineer	\$323.00
Architect	\$134.00	Structural Engineer	\$208.00	Structural Engineer	\$338.00
Civil Engineer	\$151.00	Surveyor IV	\$140.00	Professional Surveyor VII	\$219.00
Electrical Engineer	\$156.00	Other Professional	\$158.00	Other Professional	\$323.00
Interior Designer	\$124.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$124.00	Architect	\$226.00		
Mechanical Engineer	\$149.00	Civil Engineer	\$263.00		
Structural Engineer	\$147.00	Electrical Engineer	\$261.00		
Surveyor II	\$104.00	Interior Designer	\$179.00		
Other Professional	\$122.00	Landscape Architect	\$194.00		
		Mechanical Engineer	\$249.00		
		Structural Engineer	\$251.00		
		Professional Surveyor V	\$164.00		
		Other Professional	\$176.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

EXHIBIT C
RESIDENT PROJECT REPRESENTATIVE (RPR)
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY

Paragraph 1.01C of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit C of each Task Order to the Master Agreement.

C6.02 Resident Project Representative (RPR)

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of Work. RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in Work; however, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform Work in accordance with Contract Documents.

C. RPR duties and responsibilities are limited to those of ENGINEER in Master Agreement and associated Task Order with OWNER and in Contract Documents, further limited and described as:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under ENGINEER supervision, and will confer with ENGINEER regarding RPR actions. RPR dealings in matters pertaining to Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR dealings with subcontractors shall only be through or with full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with knowledge of and under direction of ENGINEER.

2. *Schedules:* Review progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, (preconstruction conferences, progress meetings, job conferences and other project-related meetings), and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER liaison with Contractor, working principally through Contractor's superintendent and assist in understanding intent of Contract Documents.
- b. Assist ENGINEER in serving as OWNER liaison with Contractor when Contractor operations affect OWNER's on-site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at Site by Contractor and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of commencement of any portion of Work requiring a Shop Drawing or Sample submittal for which RPR believes submittal is not approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if Work is in general proceeding in accordance with Contract Documents.
- b. Report to ENGINEER when RPR believes any part of Contractor's work in progress will not produce a completed Project that conforms generally to Contract Documents or will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents, has been damaged, or does not meet requirements of any inspection, test, or approval required to be made; and advise ENGINEER of that part of work in progress RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of Work.
- b. Verify tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project, record results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued after execution of Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, Shop Drawing, and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor hours on Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.
- c. Record names, addresses, and phone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of Work and of Contractor's compliance with progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER, proposed Change Orders, Work Change Directives,

and Field Orders. Obtain backup material from Contractor.

- c. Furnish ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to schedule of values, Work completed, and materials and equipment delivered at Site but not incorporated in Work.

13. *Certificates, Operation and Maintenance Manuals:* During Work, verify materials and equipment certificates, operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over Work.
- c. Participate in a final inspection in company of ENGINEER, OWNER, and Contractor and prepare a final list of items to complete or correct.
- d. Observe whether all items on final list are complete or correct and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in Master Agreement or Contract Documents.

3. Undertake any responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.