

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

JULY 15, 2024

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 July 1, 2024, regular meeting.
 - b. Accept Claims List.
- 3. Discussion/Approval of Items Removed from Consent Docket:**
- 4. Consideration and Discussion Items:**
 - a. Discussion, consideration, and possible action to approve Master Professional Services Agreement - Amendment #1 with Freese &

Nichols and authorize the Trust Manager/City Manager and Chairman to execute the same.

- b. Discussion, consideration, and possible action to approve Master Professional Services Agreement - Task Authorization No. 3 with Freese and Nichols and authorize the Trust Manager/City Manager and Chairman to execute the same.

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMA Agenda 7-15-2024

Meeting Date: 7/15/2024

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the July 1, 2024, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the July 1, 2024, regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Susan M. McDaniel, CMC
City Clerk

Meeting Date:

July 15, 2024

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

V. ATTACHMENTS:

1. CMA 7-1-2024

July 1, 2024

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 1st day of July 2024 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 7:31 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Kelly Boyd
Oscar Nelson
Kea Ginn
John P. Smith
Erica Alexander
Charlie Burruss
Brian Gerdes

ABSENT:

None.

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Rachel Bernish, Asst. City Manager
Susan M. McDaniel, City Clerk
Chief Music, Police Dept.
Robert Brooks, Comptroller
Darren Martin, Chief Building Inspector
Jim Crosby, Public Works Director
Elaine Jensen, Finance Director
Spencer Winzenried, Parks & Rec Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2c.

ITEM 2a.

Acceptance of the Minutes of June 17, 2024, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

ITEM 2c. Accept and ratify agreement with Standley Systems for printers, including service, for an average of \$3,575.00.

*Motion by Trustee Alexander, second by Trustee Hebblethwaite to approve Items 2a – 2c.

Roll call vote:

Ayes:” Boyd, Nelson, Ginn, Smith, Alexander, Burruss, Gerdes, Hebblethwaite, and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

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 as surplus and authorize the Mayor to execute a contract for sale of surface rights only, by quit claim deed, in and to a certain tract of real property described as All of Lot Three (3), in Block One (1), Rock Island Addition, Grady County, Oklahoma to Djoko Soejoto in the amount of \$4,000.00.

*ITEM WAS PULLED FROM AGENDA.

ITEM4b. Discussion, consideration, and possible action to declare as surplus and authorize the Mayor to execute a contract for sale of surface rights only, by quit claim deed, in and to a certain tract of real property described as All of Lot Two (2), in Block Two-Hundred Twenty-Four (224), in the City of Chickasha, Grady County, Oklahoma to Djoko Soejoto in the amount of \$4,000.00.

*ITEM WAS PULLED FROM AGENDA.

ITEM 5. Executive Session:

TIME 7:21 P.M.

ITEM5a. **Discussion, consideration, and possible action to enter into Executive Session pursuant to Title 25 O.S. Section 307(B)(3) to discuss the purchase or appraisal of real property.**

*Motion by Council Member Nelson and second by Council Member Boyd to enter into Executive Session.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Gerdes, Boyd, and Grayson.

“Nays:” None.

“Abstain:” Burruss.

Motion passed. 8-0-1

Entered into Executive Session at 7:34 p.m.

Reconvene Open Session at 7:50 p.m.

ITEM 5b. **Discussion, consideration, and possible action to reconvene open session and take appropriate action on any matter discussed in Executive Session.**

No Action Taken.

ITEM 6. **Motion to Adjourn.**

*Motion by Trustee Alexander, second by Trustee Boyd to adjourn.

Meeting adjourned.

TIME: 7:51 PM

Approved this 15th day of July 2024.

Zachary Grayson, Chairman

Susan M. McDaniel, CMC – City Clerk

(ATTEST)

CHICKASHA

Meeting Type: CMA Agenda 7-15-2024

Meeting Date: 7/15/2024

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Accept Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:

July 15, 2024

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 7-15-2024

Meeting Date: 7/15/2024

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve Master Professional Services Agreement - Amendment #1 with Freese & Nichols and authorize the Trust Manager/City Manager and Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

1. Master Services Agreement Amendment – this document is intended to increase the current MSA contract amount from \$3,500,000 to \$8,700,000 , which will cover the remaining balance for Task Authorization #3 (Final Design and Bidding) and Task Authorization #4 (Construction Phase Administration and Inspection). None of the previous terms and conditions are being modified by this document.

II. RECOMMENDED ACTION:

Approve Master Professional Services Agreement - Amendment #1 with Freese & Nichols and authorize the Trust Manager/City Manager and Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager/Trust Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 15, 2024	(From)		

V. ATTACHMENTS:

1. PSA - Master Professional Services Agreement Amendment



MASTER PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

City of Chickasha / Chickasha Municipal Authority

FNI Project: CHK23639

117 N. 4th St.

Client Contract: CMA-2303

Chickasha, OK 73018

Date: 7/1/2024

Project Name: Water Treatment Plant Improvements

Description of Services: A detailed description of the project scopes (study phase, design phase, bidding phase, and construction phase, including inspection) and fees will be outlined in Task Authorizations as services are requested by Client.

Deliverables: As specified per Task Authorization

Schedule: As specified per Task Authorization

Compensation Type: Not to Exceed Fee (as specified per Task Authorization)

Current Contract Amount: \$3,500,000.00

Amount of this Amendment: \$5,200,000.00

Revised Total Amount Authorized: \$8,700,000.00

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF CHICKASHA

CHICKASHA MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FREESE AND NICHOLS, INC.

By: Alan C. Hutson

Name: Alan C. Hutson, PE

Title: Principal/Vice President

Date: June 19, 2024

CHICKASHA

Meeting Type: CMA Agenda 7-15-2024

Meeting Date: 7/15/2024

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve Master Professional Services Agreement - Task Authorization No. 3 with Freese and Nichols and authorize the Trust Manager/City Manager and Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

Task Authorization #3 – this will authorize an additional \$3,917,505 to cover the Final Design and Bidding Services need to complete the project. Between this Task Authorization and the previous two, the total authorizations add up to \$6,300,000. The next Task Authorization would then be no more than \$2,400,000.

II. RECOMMENDED ACTION:

Approve Master Professional Services Agreement - Task Authorization No. 3 with Freese and Nichols and authorize the Trust Manager/City Manager and Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Keith Johnson, City Manager/Trust Manager

Meeting Date:
July 15, 2024

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

V. ATTACHMENTS:

1. PSA - Master Professional Services Agreement Task Authorization #3_2024.07.11_signed



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION NO. 3

City of Chickasha

Chickasha Municipal Authority

117 N. 4th Street

Chickasha, Oklahoma 73018

FNI Project:

CHK23639

Client Contract:

CMA-2303

Date:

July 15, 2024

Project Name: Water Treatment Plant Improvements Project

Description of Services: See Exhibit A – Engineering Scope of Services, Task Authorization No. 3 (Final Design and Bid Phase Services)

Compensation Type: Lump Sum

Amount Authorized: \$3,917,505.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF CHICKASHA

CHICKASHA MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FREESE AND NICHOLS, INC.

By: Alan C. Hutson

Name: Alan C. Hutson, PE

Title: Principal/Vice President

Date: July 11, 2024

EXHIBIT A – ENGINEERING SCOPE OF SERVICES

**TASK AUTHORIZATION NO. 3
CITY OF CHICKASHA
CHICKASHA MUNICIPAL AUTHORITY
WATER TREATMENT PLANT IMPROVEMENTS PROJECT
PROJECT NUMBER CMA-2303**

PROJECT UNDERSTANDING AND ASSUMPTIONS:

This Task Authorization (TA) No. 3 includes Final Design and Procurement Phase services for a new 6.0 MGD (expandable to 8.0 MGD) water treatment facility, chemical storage and feed facilities, clearwell, transmission pump station and piping, and associated services for the City of Chickasha and the Chickasha Municipal Authority (CMA). Final design will be based on recommendations as outlined in the Chickasha WTP Preliminary Design Report (PDR) produced by the Freese and Nichols, Inc. (FNI) and Benham Design team.

PROJECT SCOPE:

This Authorization includes Final Design, Permitting and Bid Phase tasks for the construction of a new Water Treatment Plant.

The following facilities are anticipated and will be designed as a part of this scope of work:

1. Six (6) million gallons per day (MGD) water treatment plant (WTP), with provisions to expand to eight (8) MGD, with the following treatment components:
 - a. Rapid Mix, Flocculation and Sedimentation Basins
 - b. Gravity filters and associated backwash components
 - c. Chemical storage and feed facilities for EarthTec®, permanganate, coagulant, polymer, sodium hypochlorite, liquid ammonium sulfate, phosphate blend, and hydrofluosilicic acid (fluoride)
2. Pre-treatment building improvements for the use of powdered-activated carbon (PAC)
3. Clearwell ground storage - Partially buried 0.8 million-gallon clearwell with two equal cells to receive flows from the filters and to provide a storage reservoir for the transmission pump station
4. Transmission pump station and transmission main to convey treated water to the closest available connection point on the high-service and low-service side of the distribution system. The high-service connection point is to be located within the site of the new WTP. The low-service connection point is to be located within the site of the existing WTP. A separate electrical building will be needed since the pump station itself will not be located within a building.
5. On-site septic system for sanitary waste from the WTP
6. Filter/Administration Building to house gravity filters, office and laboratory space, and electrical equipment
7. Chemical Building to house chemical storage and feed equipment
8. Residuals ponds for solids handling with the ability to recycle supernatant to the head of the plant

9. Standby power generation
10. Existing Water Treatment Plant – Evaluate connection(s) to existing Water Treatment Plant, including an evaluation of recommended processes and structures to be decommissioned and/or demolished, along with plans for demolition and closure of the existing WTP. The possible salvage of items of material or historical value is also a focus of the demolition design. The scope of the contract is to design for the removal of all structures and infrastructure to a depth of 4 feet below existing grade, provide civil site design to grade the site for future use, and provide bid and construction phase services as defined in the Scope of Services. This item will be included as an alternate bid item within the overall project and is not anticipated to be a separate bid package.

PROJECT ASSUMPTIONS:

1. No improvements are anticipated at the Fort Cobb Reservoir Pump Station, Anadarko Holding Pond, or Lake Chickasha Intake. Additionally, no raw water pipeline improvements are anticipated outside of what is expected to divert raw water to the new WTP, allowing for the decommissioning of the existing WTP.
2. No advanced water treatment elements are included in the scope of work, yet space will be provided within the site for future improvements, if needed.
3. FNI Standard Construction Contract Documents and Technical Specifications will be used for this project, subject to City and CMA rules, regulations, standards, etc.
4. A traditional design-bid-build approach will be utilized to deliver the project in a single bid package without any early-procurement bid packages.
5. Construction Phase and Resident Project Representative services will be provided under a subsequent Task Authorization.

ARTICLE I – BASIC SERVICES: FNI shall render the following professional services for the development of the Project subject to the MSA Terms and Conditions:

A. Project Management:

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the project, and invoicing for the scope items identified below. Documentation shall be in accordance with CLIENT requirements for the Project. These duties include maintaining regular communication with the CLIENT to help meet the needs of the CLIENT in a timely manner and executing work per the work plan, budget, and schedule.
2. Manage efforts of the internal design team and sub-consultants on the Project and perform Quality Control reviews of all deliverables. Quality Control Reviews will include use of FNI's Technical Practice QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to CLIENT comments on all submittals.
3. Prepare meeting agendas and minutes and participate and/or conduct as appropriate the following meetings:

- a. Coordinate and participate in up to 18 project coordination virtual meetings with CLIENT. Some additional in-person meetings are anticipated and will be accommodated.
 - b. Coordinate and participate in, on behalf of CLIENT, up to 2 public meetings needed for the Project and prepare engineering documents and presentation materials needed for the public meetings.
 - c. Coordinate and participate in, on behalf of CLIENT, up to 6 meetings with the Oklahoma Department of Environmental Quality (ODEQ).
4. Prepare and maintain a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
5. Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices with monthly progress reports.
6. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly project reporting
 - d. Monthly invoices

B. Opinions of Probable Construction Cost Understanding:

1. Opinions of probable construction cost (OPCC) will be developed for the various project completion levels as described below.
2. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost for treatment plant projects. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 18R 97. The classifications are widely accepted guidelines within the engineering/architecture community for the defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest level of the project definition. The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. FNI design services typically fall within Class 5 to Class 3 estimates. Classes 2 and 1 are reserved for bid phase and construction phase pricing coordination by a contractor. The classification definitions are summarized in the table below.

Estimate Class	Level of Project Definition	End-Use	Expected Accuracy Range
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +100%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

3. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the CLIENT recognizes that FNI has no control over: cost or price of labor and materials from contractors and suppliers; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other market, economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the CLIENT recognizes that FNI makes no warranty or guarantee that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.

C. Phase 2 – Final Design Services:

1. Meetings and Site Visits:
 - a. Conduct bi-weekly design progress meetings, up to a maximum of 18 meetings during the design phase.
 - b. Conduct up to 6 additional site visits by the engineering team to the treatment plant, for coordination on detailed design aspects for completion of the Project.
2. Finalize and submit an Engineering Report to the Oklahoma Department of Environmental Quality (DEQ) for the new Water Treatment Plant consistent with DEQ requirements in Chapter 252:626.
3. Detailed design of process mechanical, civil, architectural, electrical, SCADA, and structural infrastructure identified in, and consistent with, the Preliminary Design Report for a new Water Treatment Plant, unless otherwise directed by the Owner.
4. Detailed design elements shall be developed using AutoCAD and Autodesk Revit BIM software for modeling the plant arrangement, coordinating with the Owner on the detailed mechanical, equipment, and structures, and for the development of plan sheets for bidding purposes. As such, some reviews will include 3D BIM Model reviews, and some will incorporate traditional 2D plan reviews. Proposed review workshops and milestones are listed below.
5. Prepare BIM models, drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described below and

for the final construction contract documents. For the purposes of design planning, the alternative is assumed to include the major items listed in the narrative and as identified in the findings of the Preliminary Design Phase listed above. If a process other than the recommended alternative from the PDR is chosen, additional engineering effort required to incorporate the new alternative would be an Additional Service.

6. Conduct progress review and QC workshops with the Owner during the Design Phase. FNI will submit relevant 3D models, drawings, specifications, and detailed data for each review workshop two weeks prior to the workshop dates to allow the Owner adequate time for review and comment.
 - a. Level 3 Review – Midpoint Submittal (60-70% Design Level): The Level 3 review will include a one-day workshop to provide a detailed review of both model spaces and conventional 2D construction contract drawings for the proposed design improvements and draft specifications. Level 3 review will also include various disciplinary cross-check reviews and QCs by FNI, constructability reviews by FNI and initial workshop discussions on Maintenance of Plant Operations (MOPO) and construction sequencing, and development of a Draft MOPO and construction sequencing plan. FNI will document and address Owner comments before developing the Level 4 submittal. Two separate review sessions are anticipated at this stage.
 - b. Level 4 Review – Final Submittal (90-100% Design Level): The Level 4 review will include a single-day workshop to provide a detailed review of all final design plans and specifications, final constructability reviews, final disciplinary cross-check reviews and disciplinary QC documentation. FNI will document and address Owner comments before developing final plans and specifications for construction.
 - c. Conduct a half-day Maintenance of Plant Operations (MOPO) and Construction Sequencing workshop at the 90% level to discuss the finalized sequence of construction and MOPO plans for the plant improvements.
 - d. All workshops will be conducted in the Owner's designated offices or FNI offices in Oklahoma City.
7. Plans and Specifications for any potentially occupied building will be submitted through the Owner's designated planning and development process for construction permitting. The Owner will coordinate obtaining all local government permits.
8. Advise Owner of the need for and recommend scope for special analysis, physical hydraulic model studies, underwater exploration and mapping, etc., and the retention of special consultants beyond those identified in these Basic and Special Services. The cost of such services shall be Additional Services and are not included in the Basic and Special Services performed by FNI.
9. Furnish Owner with the engineering data necessary for applications for routine permits required by local, state, and federal authorities. Preparation of applications and supporting documents for government grants, State Revolving Funds (SRF) or other funding, or for planning advances is an Additional Service, except those items required by the FAP loan program.

10. Submit letters, notifications, drawings, specifications, design documentation and Construction Contract Documents to the applicable federal and state agency(-ies) for regulatory approval and construction permitting, where required. All permitting fees will be paid by the Owner. Known permits include:
 - a. Local Floodplain Development Permit
 - b. ODEQ Construction Permit
 - c. OWRB for FAP Funding
 - d. Railroad Crossing Permit
11. Submit drawings for improvements to occupied buildings to the appropriate regulatory agency for required ADA compliance rule reviews and associated approvals, and to the Owner's designated authority for review of building facilities.
12. This Project assumes the use of the FNI's standard construction documents including the FNI's General Conditions (EJCDC Standard). FNI will use its technical standards for drawings and its technical specifications. FNI will coordinate with the Owner for any changes to spec standards in the Supplemental Conditions and Front-End Documents. All subject to City and CMA review for concurrence with rules, regulations, standards, etc.
13. Furnish such information necessary to utility companies whose facilities may be affected, or whose services may be required for the Project.
14. Prepare and provide revised opinion of probable construction cost for the Level 3 (Class 2) and Level 4 (Class 1) design completion levels.
15. Prepare bidder's proposal forms (Project quantities) of the improvements to be constructed.
16. Furnish Owner five (5) half-size sets and one electronic PDF copy of drawings, specifications, and bid proposals for each submittal review and workshop above, for review and approval by Owner. Upon final approval by Owner, FNI will provide five (5) half-size sets and one electronic PDF copy of "Final" sealed drawings and in CAD file format.

E. Phase 3 – Bid and Procurement Services:

Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Issue a Notice to Bidders for the Owner to distribute to prospective Contractors and vendors, and to selected plan rooms, using the Owner's standard bid process. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing the appropriate legal notice. The cost for publications shall be paid by Owner.
2. Submit electronic copies of plans, specifications, and bidding documents to CIVCAST and/or City standard website used for bidding. Prospective bidders may download and print documents from CIVCAST, or City website, which will maintain plan holder list and post addenda. FNI will also list bid Projects on the FNI website.

3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary, following the Owner's standard bid process.
4. Conduct a pre-bid conference for the construction project and coordinate responses to questions with Owner. Responses to the pre-bid conference questions will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
5. Assist Owner in securing bids. In coordination with the Owner, assist the Owner with evaluating bids for compliance with the Contract Documents.
6. FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. In consultation with Owner, recommend award of contracts or other actions as appropriate to be taken by Owner.
7. Prepare "Issued for Construction" Construction Contract Documents. "Issued for Construction" drawings and specifications shall incorporate any changes from addenda into the final electronic documents and the documents shall be reprinted with the appropriate changes notated and clouded per FNI record drawing standards.
8. Provide five (5) sets of "Issued for Construction" specifications, which include information from the apparent low bidder's bid documents, legal documents, addenda, and directions for the execution of these documents for execution by the construction Contractor and the Owner. Distribute two (2) bound copies of executed documents to the Contractor with a Notice of Award. Provide Owner with two (2) bound copy of these documents. Additional sets of executed documents can be provided as an additional service.
9. Furnish the Owner five (5) copies and the Contractor five (5) copies of the half-sized drawings and Conformed specifications as well as PDF copies for construction pursuant to the General Conditions of the Construction Contract. Additional sets of Conformed documents can be provided as an additional service.

ARTICLE II - SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, yet are included in the fee provided for the overall project, in connection with the development of the Project:

1. Provide a Geotechnical Investigation and Geotechnical Engineering Report of the plant site required for the design phase. Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections:
 - a. Drill up to 16 exploratory borings within the planned site for evaluation and identification of subgrade soils. The borings will be drilled to a termination depth of 60 feet below existing grade or 5 feet into rock, whichever is shallower.

- b. The project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:
 - i. Water content
 - ii. Atterberg limits
 - iii. Grain size analysis
 - iv. Soluble sulfate content
 - v. UCT
 - vi. Swell
 - vii. One dimensional consolidation
 - c. The results of field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Oklahoma. The geotechnical engineering report will provide the following:
 - i. Boring logs with field and laboratory data
 - ii. Stratification based on visual soil (and rock) classification
 - iii. Groundwater levels observed during and after the completion of drilling
 - iv. Site Location and Exploration Plans
 - v. Subsurface exploration procedures
 - vi. Description of subsurface conditions
 - vii. Recommended foundation options and engineering design parameters
 - viii. Estimated settlement of foundations
 - ix. Recommendations for design and construction of interior floor slabs
 - x. Seismic site classification
 - xi. Earthwork recommendations including site/subgrade preparation
 - xii. Lateral earth pressure recommendations
 - d. Submittals will include an electronic PDF copy of the Geotechnical Data Report.
2. Provide Quality Level A Subsurface Utility Engineering (SUE) investigation in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" of critical areas at the treatment plant site to detect underground utilities including water lines, wastewater lines, gas and/or oil lines, electric conduit and buried electrical power, phone, fiber optic and other buried infrastructure. The scope includes 20 potholes of existing utilities, survey measurements and a supplemental data sheet for each location, up to 12' deep.
3. Prepare all Utility Easements that may be needed within the proposed WTP site.
4. Existing Water Treatment Plant Decommissioning and Demolition
- a. Review existing permits and analytical data for the water treatment plant including data from historical sludge characterization and disposal (if available).
 - b. Contact ODEQ to discuss the City's intent to submit a closure plan and discuss facility-specific requirements.
 - c. FNI will collect soil, groundwater, and sediment samples (as specified in the Closure Plan) to determine if chemicals of concern (COCs) are present at concentrations that require

- removal or special handling (i.e. capping) if left in place. FNI will analyze samples collected for COCs approved by the ODEQ in the Closure Plan.
- i. This scope assumes that no hazardous materials will be encountered and require additional mitigation and analysis.
 - d. A hazardous materials survey will be completed to identify the presence and prevalence of hazardous materials like lead and asbestos which may require special handling, containment, abatement, or other special procedures during the decommissioning and demolition.
 - i. Abatement and/or design of abatement protocols for hazardous materials, if identified on the site, is an additional service.
 - e. Prepare a WTP Closure Plan in accordance with ODEQ regulations, the facility's existing permits, and Land Application Team guidance. The following services will be provided in order to develop and submit the Closure Plan:
 - i. Prepare a Closure Plan for the WTP in accordance with ODEQ guidance.
 - ii. Submit draft copies of the Closure Plan to the OWNER for review and comment.
 - iii. Revise and finalize the Closure Plan as necessary based on the OWNER's comments.
 - iv. Submit three (3) copies of the Closure Plan to the ODEQ with the construction permit.
 - v. FNI will respond to any comments or questions from ODEQ.
 - f. FNI will coordinate with the CLIENT to identify and designate all assets, materials, or features of the existing water treatment plant site CLIENT intends for salvage or other beneficial use by the CLIENT.
 - g. Design for the requirements of the closure plan will be included in the deliverables defined in Phase 2 Final Design Services described above. The basis for the decommissioning and demolition will be the objective of a clear site down to approximately 4-feet below grade. All above ground assets will be designated for demolition and removal except for those intended for salvage or other beneficial use. All infrastructure from the ground down to 4-feet below grade will be designated for demolition and removal except for those intended for salvage or other beneficial use.
 - h. Design for the decommissioning will include site grading for stormwater management. No additional or new infrastructure will be designed for the existing water treatment plant site.

ARTICLE III - ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CLIENT, which are not included in the above described Basic or Special Services, are described as follows:

1. Providing renderings, model, and mock-ups requested by the CLIENT.
2. Conducting pilot plant studies or tests.
3. Preparing data and reports for assistance to CLIENT in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
4. Assisting CLIENT, upon request, in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

5. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
6. Providing basic or additional services on an accelerated time schedule. The scope of this service includes the costs for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CLIENT.
7. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
8. Preparing statements for invoicing or other documentation for billing, including any sub-consultant invoices, other than for the standard invoice for services attached to this professional services agreement.
9. Design for additional facilities beyond those identified in basic services.
10. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues. Based upon information obtained to date, no such items are anticipated.

ARTICLE IV - TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

<u>Phase 2 - Final Design Services</u>	<u>9 months from NTP*</u>
<u>Phase 3 - Bid and Procurement Phase Services</u>	<u>2 months from Final Design Completion</u>

*A detailed breakdown of the schedule will be provided to include milestone dates for 60%, 90%, Permitting, and Final Deliverables.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE V - RESPONSIBILITIES OF CLIENT: CLIENT shall perform the following in a timely manner so as not to delay the services of FNI:

- A. CLIENT shall designate Client's Representative.
- B. CLIENT will provide all criteria and full information as to CLIENT's requirements for the Project, including ordinances, procedures, design objectives and constraints, space, capacity and performance requirements, within CLIENT's capabilities, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the drawings and specifications.
- C. CLIENT will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. CLIENT will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

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- E. CLIENT will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. CLIENT will give prompt written notice to FNI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. CLIENT shall bear all costs incident to compliance with the requirements of this Article V.