

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
MARCH 2, 2026

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 February 16, 2026, Regular Meeting; and the Minutes of the February 23, 2026, Special Meeting.
 - b. Acceptance of the Claims List.

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

- 4. Consideration and Discussion Items:**
 - a. Discussion, consideration, and possible action to approve and authorize

execution of a Construction Contract with Wynn Construction Co., previously determined to be the lowest and best bidder, for the Water Treatment Plant Improvement Project CMA-2023, and to approve and accept the accompanying Performance Bond, Payment Bond, and Maintenance Bond as required by the Oklahoma Public Competitive Bidding Act, 61 O.S. §§ 1 et seq.

- b. Discussion, consideration, and possible action to approve Task Authorization No. 4 with Freese and Nichols, Inc. for Construction Phase and Commissioning Services for the new 6.0 MGD Water Treatment Plant Improvements Project CMA-2303, pursuant to the existing Master Services Agreement, and to authorize execution thereof.
- c. Discussion, consideration, and possible action to approve the award of a contract to Okla Construction LLC in the amount of \$60,800.00 for the construction of a storm drain and removal and replacement of existing tin horn, curb and gutter, cul-de-sac, and drainage flumes at Willow Creek and to authorize the Mayor to execute any necessary documents.

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMA Agenda 3-2-2026

Meeting Date: 3/2/2026

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the February 16, 2026, Regular Meeting; and the Minutes of the February 23, 2026, Special Meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the February 16, 2026, Regular Meeting; and the Minutes of the February 23, 2026, Special Meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Susan M. McDaniel, CMC	(To)		
City Clerk	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		
March 2, 2026			

V. ATTACHMENTS:

1. CMA 2-16-2026

February 16, 2026

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 16th day of February 2026 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 7:04 p.m.

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

CHAIRMAN AND TRUSTEES

PRESENT: Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Lisa Hatchett
Kim Irving
John Smith
Charlie Burruss

ABSENT: Kea Ginn
Erica Alexander
Clark Southard

STAFF

PRESENT: Jim Crosby, City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
G. G. Music, Police Chief
Rich Edwards, Finance Direct
Jessica Green, Community Development Director
Tracey Austin, HR Director
Shae Mortimer, Marketing and Civic Engagement Manager

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

- ITEM 2a.** **Acceptance of the Minutes of the February 2, 2026, regular meeting.**
- ITEM 2b.** **Acceptance of the Claims List.**
- ITEM 2c.** **Acceptance of the Financials for January 2026.**
- ITEM 2d.** **Accept and ratify an amendment to the Letter of Engagement with HSPG & Associates, LLC to perform the City of Chickasha’s audit services for FY-24 Audit and authorize the Chairman to execute the same.**

ITEM 2e. Authorize Staff to solicit bids for CMA-2602 – Water Line Utility Materials.

*Motion by Trustee Hebblethwaite, second by Trustee Smith to approve Items 2a – 2e.

Roll call vote:

Ayes:” Hatchett, Irving, Hebblethwaite, Smith, Burruss, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

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

No Action Taken.

ITEM 4 Discussion and Consideration:

ITEM 4a. Discussion, consideration, and possible action to approve Resolution No. 2026-07R; a Resolution of the Chickasha Municipal Authority (the “Borrower”) authorizing a loan from the Oklahoma Water Resources Board in the total aggregated principal amount of not to exceed \$6,000,000.00; approving the issuance of a promissory note in the total aggregate principal amount not to exceed \$6,000,000.00, secured by a pledge of revenues and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement, ratifying and confirming a Sales Tax Agreement; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing payment of fees and expenses; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; and containing other provisions relating thereto.

*Motion by Council Member Irving, second by Council Member Burruss to table the item.

Roll call vote:

“Ayes:” Hatchett, Irving, Hebblethwaite, Smith, Burruss, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 4b. Discussion, consideration, and possible action to allow the Chickasha Community Foundation to place bronze statues of Ada Sipuel Fisher, Wiley Post, and Cleavon Little in the Chickasha Downtown Park area.

*Motion by Council Member Hatchett, second by Council Member Irving to allow the Chickasha Community Foundation to place bronze statues of Ada Sipuel Fisher, Wiley Post, and Cleavon Little in the Chickasha Downtown Park area.

Roll call vote:

TIME 7:04 P.M.

“Ayes:”	Hatchett, Irving, Hebblethwaite, Smith, Burruss, and Grayson.
“Nays:”	None.
“Abstain:”	None
Motion passed.	6-0

ITEM 5. **Motion to Adjourn.**

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

Meeting adjourned.

TIME: 7:19 p.m.

Approved this 2nd day of March 2026.

Zachary Grayson, Chairman

Susan M. McDaniel, CMC – City Clerk

(ATTEST)

CHICKASHA

Meeting Type: CMA Agenda 3-2-2026

Meeting Date: 3/2/2026

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Acceptance of the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Rich Edwards, Finance Director

Meeting Date:

March 2, 2026

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

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 3-2-2026

Meeting Date: 3/2/2026

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve and authorize execution of a Construction Contract with Wynn Construction Co., previously determined to be the lowest and best bidder, for the Water Treatment Plant Improvement Project CMA-2023, and to approve and accept the accompanying Performance Bond, Payment Bond, and Maintenance Bond as required by the Oklahoma Public Competitive Bidding Act, 61 O.S. §§ 1 et seq.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve and authorize execution of a Construction Contract with Wynn Construction Co., previously determined to be the lowest and best bidder, for the Water Treatment Plant Improvement Project CMA-2023, and to approve and accept the accompanying Performance Bond, Payment Bond, and Maintenance Bond as required by the Oklahoma Public Competitive Bidding Act, 61 O.S. §§ 1 et seq.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: March 2, 2026	(From)		

V. ATTACHMENTS:

1. 25-26 COI - City of Chickasha Chickasha Municipal Authority
2. Chickasha Contract Signed by WYNN

3. FAP-417, Certificate of Approval by Local Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with producer/insurer details (INSURICA), insured details (Wynn Construction Co., Inc.), and contact information for Shannon Robertson, CISR, CRIS, AAI.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing coverages: Commercial General Liability (CO5D706250), Automobile Liability (8106N342295), Umbrella Liability (CUP9J436380), Workers Compensation (UB007J022403), and Builders Risk (6608816L381).

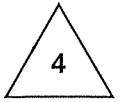
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Pollution Liability \$5,000,000 Per Occurrence/\$10,000,000 Aggregate; Professional Liability \$5,000,000 Per Occurrence/\$10,000,000 Aggregate - Arch Specialty Policy #CPP007063201 Term 10/1/2025-2026

RE: Project No.: CMA-2303; OWRB Project No.: FAP-23-0009-L Water Treatment Plant Improvements Project Certificate Holder and Engineer are Additional Insured for ongoing and completed operations with respect to General Liability and Automobile Liability if required or agreed to in a written contract...

Table with two columns: CERTIFICATE HOLDER (City of Chickasha / Chickasha Municipal Authority) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Sarah Shitley).

00 52 13 AGREEMENT

This Agreement is entered into by the ~~between City of Chickasha, a Municipal Corporation of the State of Oklahoma (City) and the Chickasha Municipal Authority, and Oklahoma Public Trust having the City of Chickasha as its sole beneficiary (CMA) (hereinafter collectively "Owner")~~ and Wynn Construction Co., Inc. (Contractor).



Owner and Contractor agree as follows:

1.00 WORK

A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is designated as follows:

Water Treatment Plant Improvements Project
CMA-2303

1.01 DESIGN PROFESSIONAL

A. The Design Professional for this Project is:

Freese and Nichols, Inc.
3600 NW 138th Street, Suite 202
Oklahoma City, OK 73134

1.02 CONSTRUCTION MANAGER

A. The Construction Manager for this Project is:

Freese and Nichols, Inc.
3600 NW 138th Street, Suite 202
Oklahoma City, OK 73134

1.03 CONTRACT TIMES

A. Contract Times

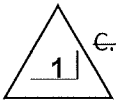
1. The Work is required to be substantially complete within 700 days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within 30 days after the date of Substantial Completion.
2. Critical Operations, maximum time out of service, and associated liquidated damages are as defined in Section 01 35 00 "Special Procedures."

B. Liquidated Damages

1. Owner and Contractor recognize that the Contract Times specified for Critical Operations, Substantial Completion and Final Completion are of the essence in the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the Contract Times specified in this Agreement and in Section 01 35 00 "Special Procedures" as may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed within the Contract Times.

Accordingly, instead of requiring proof of the amount of these damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- a) Contractor agrees to pay Owner \$2,500 for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.
 - b) Contractor agrees to pay Owner \$100 for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.
2. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
 3. Contractor agrees to pay Owner liquidated damages as stipulated in Section 01 35 00 "Special Procedures" for failure to meet Contract Times for Milestones or Critical Operations.
 4. OPT will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages which Owner may sustain by the failure of the Contractor to perform in accordance with the terms of its Contract.



~~C. Actual Damages~~

- ~~1. The Owner may be subject to additional financial losses as the result of loss of revenue. These losses were not included in the liquidated damages amount established in this Agreement. The Contractor will be required to compensate the Owner for these losses if they occur due to the Contractor's failure to reach Substantial Completion by the date specified in this Agreement.~~

1.04 CONTRACT PRICE

A. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in Section 00 52 13 "Agreement." The Contract Price has been computed in accordance with the General Conditions. Contractor acknowledges that for the unit price items, estimated quantities are not guaranteed and are solely for the purpose of comparing Bids, and that final payment will be based on actual quantities determined in accordance with the Contract Documents.

1.05 PAYMENT PROCEDURES

- A. Submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Construction Manager per Section 01 29 00 "Application for Payment Procedures."
- B. The Owner will make progress payments on or about the 25th day of each month during performance of the Work. Payment is based on the total earned value of Work completed in the previous month in accordance with the Schedule of Values established as provided in the General Conditions.
- C. Payment will be made for the total earned value of Work completed in the previous month after deducting:
 1. Retainage calculated per this Agreement;

2. Set-offs determined in accordance with the General Conditions; and
3. The total amount of payments previously made.

D. Retainage

1. Progress payments will be made in an amount equal to 95 percent of the total earned value to date for completed Work and properly stored materials. The remaining 5 percent of the total earned value to date will be held as retainage in accordance with Title 61 of the Oklahoma Statutes.
 2. No later than 21 calendar days after a Certificate of Substantial Completion is issued for the Project or separate usable phase of the Project and upon adequate performance of the Contractor and with approval of the surety, retainage will be released by the Owner to the Contractor less an amount no greater than 150 percent of the estimated costs to correct any incomplete or Defective Work as identified, itemized, and attached to the Certificate of Substantial Completion. All remaining funds will be released as each deficiency is satisfactorily completed.
 3. Release or reduction in retainage is contingent upon the consent of surety to the reduction in retainage. Submit a Consent of Surety Company to Reduction of or Partial Release of Retainage form as provided by or approved by the Construction Manager.
- E. Owner will pay the remainder of the Contract Price as recommended by Construction Manager in accordance with the General Conditions upon Final Completion and acceptance of the Work.

1.06 PAYMENT OF INTEREST

- A. All moneys not paid when due as provided in the General Conditions will earn interest at the rate specified in Title 61 of the Oklahoma Statutes. Interest accrual will cease upon payment by the Owner.

1.07 CONTRACTOR'S REPRESENTATIONS

- A. The Contractor makes the following representations:
1. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 2. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. The Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. The Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:
 - a) Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
 - b) Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 - c) Underground Facilities referenced in reports and drawings;

- d) Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - e) Technical Data related to each of these reports and drawings.
5. The Contractor has considered the:
 - a) Information known to Contractor;
 - b) Information commonly known to contractors doing business in the locality of the Site;
 - c) Information and observations obtained from visits to the Site; and
 - d) The Contract Documents.
 6. The Contractor has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:
 - a) The cost, progress, and performance of the Work;
 - b) The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 8. The Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 10. The Contractor has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Contractor.
 11. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 12. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

1.08 ACCOUNTING RECORDS

- A. Accounting Record Availability: The Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools, materials, and equipment used for

the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor’s fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

1.09 VENUE

A. Contractor agrees that venue lies exclusively in Grady County, Oklahoma for any legal action.

1.10 CONTRACT DOCUMENTS

A. Contract Documents

1. Specifications Sections listed in Section 00 01 10 “Table of Contents” except as specifically excluded in Paragraph 11.02.
2. Drawings listed in the Sheet Index on the Drawings.
3. Addenda (Numbers 00 91 01 to 00 91 [XX], inclusive).
4. Appendices listed in Section 00 01 10 “Table of Contents” except as specifically excluded in Paragraph 11.02.
5. The following Funding Agency forms are Contract Documents:

Specification Section	Title	Funding Agency Document No.
00 74 01	Contractor’s Statement – Equal Opportunity	FAP-211
00 74 02	Contractor’s Certification of Non-Segregated Facilities	FAP-212
00 74 03	Non-Collusion Affidavit	FAP-412
00 74 04	Business Relationship Affidavit	FAP-413

6. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract:
 - a) Notice to Proceed.
 - b) Contract Amendment(s).
 - c) Change Order(s).
 - d) Field Order(s).
 - e) Work Change Directive(s).
7. There are no Contract Documents other than those listed above in this Paragraph. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

B. Bidding Requirements and Informational Documents:

1. The following Bidding Requirements are not Contract Documents:
 - a) Section 00 11 16 - Invitation to Bid
 - b) Section 00 21 13 - Instructions to Offerors

- c) Section 00 41 13 - Bid Form
- d) Section 00 41 16 - Bid Form Exhibit A
- e) Section 00 43 13 - Bid Bond

2. The following documents are provided for information only and are not part of the Contract Documents:

- a) Geotechnical Investigation Report(s).

1.11 NON-APPROPRIATION CLAUSE



- C. **Contractor and City acknowledge that the City is bound by constitutional debt limitations; therefore, in the even that the City of Chickasha City Council fails to appropriate funds pursuant to this Agreement immediately, without providing the 7-day notice, and without penalty.**

The Effective Date of the Contract is _____.

Owner: City of Chickasha/Chickasha Municipal Authority
(typed or printed)

Contractor: Wynn Construction Co., Inc.
(typed or printed)

By: _____
(individual's signature)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Name: Rick Thompson Ricky Thompson
(typed or printed)

Title: _____
(typed or printed)

Title: Vice President
(typed or printed)
(Attach evidence of authority to sign)

Address for giving notice:

117 N. 4th Street
Chickasha, Oklahoma 73018

Address for giving notice:

11901 N. Eastern Avenue
Oklahoma City, Oklahoma 73131

Designated representative:

Name: _____

Designated representative:

Name: Ricky Thompson

Title: _____

Title: Vice President

Address: _____

Address: _____

11901 N. Eastern Avenue

OKC, OK 73131

Phone: _____

Phone: 405.753.1120

Email: _____

Email: rwthompson@wynnconstruction.com

END OF SECTION





Wynn Construction Co., Inc.

11901 North Eastern Ave. Oklahoma City, Oklahoma 73131
Phone: (405) 753-1120 Fax: (405) 753-1159

01/06/2026

In response to your request for Evidence of Authority to Sign, please see the following:

(Excerpt from Wynn Construction Co., Inc. Meeting Minutes of 2022)

The Chairman recommended the following persons serve in the respective positions and have signing authority for the year 2024:

Rick Thompson, Chairman of the Board and President
Tyler Bahner, Corporate Secretary-Treasurer to serve as Officer
Ricky Thompson, Vice President to serve as Officer
Madison Lankford, Corporate Secretary to serve as Officer
Lisa Thompson, Assistant Corporate Secretary-Treasurer to serve as Officer
Rusty Milam, Vice President
The motion was made and carried.

I trust this provides the official information

Sincerely,

Rick Thompson



OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING

DOMESTIC FOR PROFIT BUSINESS CORPORATION

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that WYNN CONSTRUCTION CO., INC. whose registered agent is RICK THOMPSON, with its registered office at 11901 N EASTERN AVE OKLAHOMA CITY 73131 USA Oklahoma is a Domestic For Profit Business Corporation duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 11th, day of June, 2018.

Secretary Of State



WYNN CONSTRUCTION CO., INC.
GENERAL CONTRACTOR • DESIGN-BUILDER
CONSTRUCTION MANAGER

Rick Thompson
President

11901 N Eastern
Oklahoma City, OK 73131

(405) 753-1120 Phone
(405) 753-1159 Fax

Email: rickth@wynnconstruction.com
www.wynnconstruction.com

February 9, 2026

To Whom It May Concern:

Please note that the Bonds and Powers of Attorney remain undated at this time since the Contract has not been fully executed. Upon execution of the Contract, please date the Bonds and Powers of Attorney with the same date as the Contract. Please forward a copy of the dated Contract and a copy of dated and executed bonds for our records at the below email or mailing address.

If you have any questions or need additional information, please let us know.

Sincerely,



Jana Taylor
Bond Account Executive
PH: (405) 556-2267
Email: jana.taylor@insurica.com

Enclosures

00 61 13 PERFORMANCE BOND

Bond No.: 30262570

<p>Contractor as Principal</p> <p>Name: Wynn Construction Co., Inc.</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">11901 N. Eastern Avenue Oklahoma City, Oklahoma 73131</p>	<p>Surety</p> <p>Name: Western Surety Company</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">151 N. Franklin Street Chicago, Illinois 60606</p> <p>Physical address (principal place of business):</p> <p style="text-align: center;">151 N. Franklin Street Chicago, Illinois 60606</p> <p>Telephone (Main): 800-331-6053</p> <p>Telephone (Claims): 800-331-6053</p> <p>Surety's state of incorporation: South Dakota</p>
<p>Owner</p> <p>Name: City of Chickasha/Chickasha Municipal Authority</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">City of Chickasha 117 N. 4th Street Chickasha, Oklahoma 73018</p>	<p>Contract</p> <p>Project name and number:</p> <p>Water Treatment Plant Improvements Project Project No.: CMA-2303 OWRB Project No.: FAP-23-0009-L</p> <p>Contract Price: \$71,759,090.00</p> <p>Effective Date of Contract:</p>
<p>Bond</p> <p>Bond Amount: \$71,759,090.00</p> <p>Date of Bond:</p> <p>(Date of Bond cannot be earlier than Effective Date of Contract)</p>	<p>Local Agent for Surety</p> <p>Name: Jana Taylor</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">INSURICA Insurance Services, LLC 5100 North Classen Blvd., Suite 300 Oklahoma City, Oklahoma 73118</p> <p>Telephone (Main): 405-523-2100</p>

By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in the Oklahoma.

Surety and Contractor, intending to be legally bound and obligated to Owner, do each cause this performance bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said statutes to the same extent as if it were copied at length herein. Venue lies exclusively in Grady County, Oklahoma for any legal action.

<p>Contractor as Principal Wynn Construction Co., Inc.</p> <p>Signature: </p> <p>Name: <u>Ricky Thompson</u></p> <p>Title: <u>Vice President</u></p> <p>Email: <u>rwthompson@wynnconstruction.com</u></p> 	<p>Surety Western Surety Company</p> <p>Signature: </p> <p>Name: <u>Jana M. Taylor</u></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Email: <u>jana.taylor@insurica.com</u></p> <p><i>(Attach Power of Attorney and place surety seal below)</i></p> 
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END OF SECTION

00 61 16 PAYMENT BOND

Bond No.: 30262570

<p>Contractor as Principal</p> <p>Name: Wynn Construction Co., Inc.</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">11901 N. Eastern Avenue Oklahoma City, Oklahoma 73131</p>	<p>Surety</p> <p>Name: Western Surety Company</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">151 N. Franklin Street Chicago, Illinois 60606</p>
<p>Owner</p> <p>Name: City of Chickasha/Chickasha Municipal Authority</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">City of Chickasha 117 N 4th Street Chickasha, OK 73018</p>	<p>Physical address (principal place of business):</p> <p style="text-align: center;">151 N. Franklin Street Chicago, Illinois 60606</p> <p>Telephone (Main): 800-331-6053</p> <p>Telephone (Claims): 800-331-6053</p>
<p>Contract</p> <p>Project name and number:</p> <p>Water Treatment Plant Improvements Project Project No.: CMA-2303 OWRB Project No.: FAP-23-0009-L</p> <p>Contract Price: \$71,759,090.00</p> <p>Effective Date of Contract:</p>	<p>Surety's state of incorporation: South Dakota</p> <p><i>By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in the Oklahoma.</i></p> <p>Local Agent for Surety</p> <p>Name: Jana Taylor</p> <p>Mailing address (principal place of business):</p>
<p>Bond</p> <p>Bond Amount: \$71,759,090.00</p> <p>Date of Bond:</p> <p>(Date of Bond cannot be earlier than Effective Date of Contract)</p>	<p style="text-align: center;">INSURICA Insurance Services, LLC 5100 North Classen Blvd., Suite 300 Oklahoma City, Oklahoma 73118</p> <p>Telephone (Main): 405-523-2100</p>

Surety and Contractor intending to be legally bound and obligated to Owner do each cause this payment bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal pays all claimants providing labor or materials to Contractor or to a Subcontractor in the prosecution of the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said statutes to the same extent as if it were copied at length herein. Venue lies exclusively in Grady County, Oklahoma for any legal action.

<p>Contractor as Principal Wynn Construction Co., Inc.</p> <p>Signature: </p> <p>Name: <u>Ricky Thompson</u></p> <p>Title: <u>Vice President</u></p> <p>Email: <u>rwthompson@wynnconstruction.com</u></p> 	<p>Surety Western Surety Company</p> <p>Signature: </p> <p>Name: <u>Jana M. Taylor</u></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Email: <u>jana.taylor@insurica.com</u></p> <p><i>(Attach Power of Attorney and place surety seal below)</i></p> 
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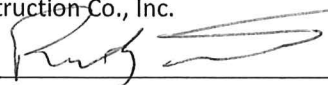
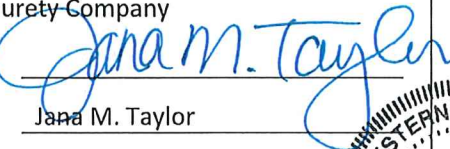
END OF SECTION

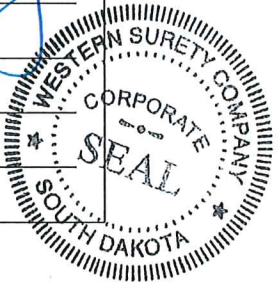
00 61 19 MAINTENANCE BOND

Bond No.: 30262570

<p>Contractor as Principal</p> <p>Name: Wynn Construction Co., Inc.</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">11901 N. Eastern Avenue Oklahoma City, Oklahoma 73131</p>	<p>Surety</p> <p>Name: Western Surety Company</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">151 N. Franklin Street Chicago, Illinois 60606</p>
<p>Owner</p> <p>Name: City of Chickasha/Chickasha Municipal Authority</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">City of Chickasha 117 N 4th Street Chickasha, OK 73018</p>	<p>Physical address (principal place of business):</p> <p style="text-align: center;">151 N. Franklin Street Chicago, Illinois 60606</p> <p>Telephone (Main): 800-331-6053</p> <p>Telephone (Claims): 800-331-6053</p>
<p>Contract</p> <p>Project name and number:</p> <p>Water Treatment Plant Improvements Project Project No.: CMA-2303 OWRB Project No.: FAP-23-0009-L</p> <p>Contract Price: \$71,759,090.00</p> <p>Effective Date of Contract:</p>	<p>Surety's state of incorporation: South Dakota</p> <p><i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state where the Project is located.</i></p>
<p>Bond</p> <p>Bond Amount: \$71,759,090.00 (100%) for the first year; \$53,819,317.00 (75%) for the second year</p> <p>Bond Duration:</p> <p>Bond Date:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p>	<p>Local Agent for Surety</p> <p>Name: Jana Taylor</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">INSURICA Insurance Services, LLC 5100 North Classen Blvd., Suite 300 Oklahoma City, Oklahoma 73118</p> <p>Telephone (Main): 405-523-2100</p>

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this maintenance bond to be duly executed on its behalf by its authorized officer, agent, or representative. Surety and Contractor bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor faithfully performs maintenance work required by the Contract Documents then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond will be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. This Agreement shall be administered and interpreted under the laws of the state where the Project is located. Venue lies exclusively in Grady County, Oklahoma for any legal action.

<p>Contractor as Principal Wynn Construction Co., Inc.</p> <p>Signature: <u></u></p> <p>Name: <u>Ricky Thompson</u></p> <p>Title: <u>Vice President</u></p> <p>Email: <u>rwthompson@wynnconstruction.com</u></p>	<p>Surety Western Surety Company</p> <p>Signature: <u></u></p> <p>Name: <u>Jana M. Taylor</u></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Email: <u>jana.taylor@insurica.com</u> <i>(Attach Power of Attorney)</i></p>
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END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John G Hester, Michael F Ross, Chris Paine, Dillon B Rosenhamer, Jana M Taylor, Carrie J True, Cassidy Scott, Lantz A Shetley, Rosa Cavanagh, Shad Glass, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of September, 2025.



WESTERN SURETY COMPANY

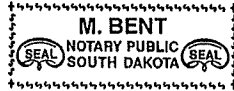
Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of September, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Corporation this _____ day of _____,



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF APPROVAL

I, the undersigned _____ the duly authorized and acting legal representative of _____, _____ County Oklahoma, do hereby certify as follows:

I have examined the construction contract between the contractor, _____ and the above named entity, and the surety bonds given by the contractor in connection with the performance of said contract, and the manner of execution of the contract and surety bonds; and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this _____ day of _____, 200__.

Attorney
_____ County, Oklahoma

CHICKASHA

Meeting Type: CMA Agenda 3-2-2026

Meeting Date: 3/2/2026

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve Task Authorization No. 4 with Freese and Nichols, Inc. for Construction Phase and Commissioning Services for the new 6.0 MGD Water Treatment Plant Improvements Project CMA-2303, pursuant to the existing Master Services Agreement, and to authorize execution thereof.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Task Authorization No. 4 with Freese and Nichols, Inc. for Construction Phase and Commissioning Services for the new 6.0 MGD Water Treatment Plant Improvements Project CMA-2303, pursuant to the existing Master Services Agreement, and to authorize execution thereof.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: March 2, 2026	(From)		

V. ATTACHMENTS:

1. PSA - Master Professional Services Agreement Task Authorization #4_FINAL
2. Task Authorization 4 Scope of Work_WTP Construction Services (20FEB2026)



MASTER PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION NO. 4

City of Chickasha

Chickasha Municipal Authority

117 N. 4th Street

Chickasha, Oklahoma 73018

FNI Project:

CHK23639

Client Contract:

CMA-2303

Date:

February 20, 2026

Project Name: Water Treatment Plant Improvements Project

Description of Services: See Exhibit A – Engineering Scope of Services, Task Authorization No. 4 (Construction and Commissioning)

Compensation Type: See Attachment CO

Amount Authorized: \$3,950,000.00

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.

To the extent that the Client may issue a formal purchase order in connection with, in addition to, or in lieu of signing this Task Authorization, the terms and conditions contained on the purchase order, if any, shall be null, void, and unenforceable, and the Client shall be deemed to have accepted this Task Authorization.

CITY OF CHICKASHA

CHICKASHA MUNICIPAL AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FREESE AND NICHOLS, INC.

By: William C Herndon

Name: William (Clay) Herndon, PE

Title: Principal/Vice President

Date: February 20, 2026

EXHIBIT A – ENGINEERING SCOPE OF SERVICES

**TASK AUTHORIZATION NO. 4
CITY OF CHICKASHA
CHICKASHA MUNICIPAL AUTHORITY
WATER TREATMENT PLANT IMPROVEMENTS PROJECT
PROJECT NUMBER CMA-2303**

PROJECT UNDERSTANDING:

This Task Authorization (TA) No. 4 includes Construction Phase and Commissioning services for the completion of 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 per the approved Plans and Specifications for the City of Chickasha (City or Client) and the Chickasha Municipal Authority (CMA).

The following facilities are anticipated and will be constructed 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, and phosphate blend.
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. Residuals ponds for solids handling with the ability to recycle supernatant to the head of the plant.
8. Standby power generation

PROJECT ASSUMPTIONS:

1. Construction Contract Documents and Technical Specifications approved by the City, CMA, OWRB and ODEQ will be used for this project, subject to City and CMA rules, regulations, standards, etc.
2. Construction duration is anticipated to be 26 months to final completion. Full-time on-site inspection (RPR) is based upon this estimate.
3. Special Inspection as required by IBC 2018 will be provided by FNI.
4. Materials testing for Quality Control and copies of test reports and related documents will be paid for and provided by the Contractor to the Client and FNI. A limited amount of Quality Assurance testing is included in this Task Authorization as an allowance-based Special Service, for use as directed by the Client.

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

- A. Coordinate and participate in, on behalf of CLIENT, up to six (6) City Council meetings needed for the Project updates and prepare presentation materials needed for the meetings.

B. Phase 4 - Construction Phase General Representation Services:

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of Construction Contract Documents and Technical Specifications approved by the City and CMA.

1. Conduct One (1) pre-construction conference(s) with the selected Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and proposed construction.
2. Conduct a maximum of twenty-six (26) Monthly Construction Progress Meetings with the Client and Contractor. Assist Client in establishing an agenda for these meetings, facilitate meeting discussion and provide minutes for each meeting for Client and Contractor comment.
3. Establish communication procedures with the Client and Contractor. Submit a maximum of twenty-six (26) monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.

4. Establish and maintain a project documentation system using FNI's FNIManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to Contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Digital copies of all construction project documentation will be provided by the Contractor to the Client in PDF format.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract. Project assumes twenty-six (26) monthly pay requests will be processed by FNI.
6. Make up to twenty-six (26) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work to determine if the work is proceeding in accordance with the Construction Contract Documents. FNI will report any observed deficiencies to Client.
7. Make up to twelve (12) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the Project.
8. Notify the Contractor of non-conforming work observed during site visits. Recommend actions to correct defective work and recommend to Client any special materials tests or performance tests needed. Use the full authority under the terms of the construction contract to compel the Contractor to correct such defects and deficiencies in a timely manner, but not later than final acceptance of the project.
9. Interpret the drawings and specifications for Client and Contractor(s). Conduct investigations, analyses, and studies requested by the Contractor(s) and approved by Client.
10. Review up to 200 quality-related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents. The number of quality documents identified is estimated by FNI based on performance on similar projects and the number of documents identified in the plans and specifications.
11. Provide for Review of Contractor's requests for information (RFIs). Maintain document control systems, review Contractor RFIs and prepare responses in accordance with the Contract Documents. Provide interpretation and communicate engineering intent if information is not explicitly addressed in the Contract Documents. It is anticipated that FNI will review and respond to up to a total of 250 RFIs.

12. Provide for review of Contractor submittals including shop drawings, product data, and other documentation required by the construction contract documents. It is anticipated that FNI will review and respond to up to a total of 800 submittals and resubmittals.
13. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where completion schedule or cost to Client is not impacted, will also be prepared.
14. Conduct investigations, analyses, studies, or designs for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the Client. Provide services to review and evaluate Client-Initiated changes, such as substitute materials, equipment, or design modifications.
15. Conduct, in company with Client's representative, one (1) substantial completion walkthrough of the Project to establish final punchlists for project completion and one (1) final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before the recommendation of final payment. Obtain on behalf of the Client and deliver to the Client legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor.
16. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Three (3) half-size sets of prints of "Record Drawings" and electronic copy in PDF format shall be provided by FNI to Client. All digital record drawings and model files will be provided to the Client via electronic submission.
17. Review and approve the Contractor-prepared Operations and Maintenance (O&M) Manual(s) for the new treatment plant constructed under this Project. Manuals shall reflect the final as-built installation and operating sequences for the new facilities, equipment, and related unit process operations, consistent with the Contract Documents and approved submittals. The review process will include coordination with the Contractor to address deficiencies prior to approval of their O&M Manual submittal(s).

C. Phase 4 – Construction Management (CM) and Resident Project Representative (RPR) Services:

FNI shall furnish a Construction Manager and Resident Project Representative on the Project. The Construction Manager (CM) and Resident Project Representative (RPR) shall function as an integrated team providing construction oversight and support services under the direction of the Engineer. Their roles are complementary, with the CM providing centralized coordination of project documentation, communications, and administrative processes, while the RPR maintains a full-time on-site presence focused on observing field activities and documenting work-in-place. In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work

of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
 - a. Resident Project Representative (RPR) is Engineer's agent at the site, will act as directed by and under the supervision of CM and Engineer, and will confer with CM and Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with CM, Engineer, and Contractor, keeping Client advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 - i. RPR services are estimated to average 45 hours per week over a twenty-six (26) month duration of construction up to Final Completion.
 - ii. This estimate is based on full-time on-site presence during all critical construction activity, including coordination with the Engineer, Construction Manager, Contractor, and Client.
2. FNI shall provide a Construction Manager (CM) for the duration of the construction phase of the Project. CM services will include coordination with the Contractor, review and documentation of construction progress, administration of change orders, and oversight of quality assurance efforts.
 - a. CM services are anticipated to require approximately 20 hours per week over a twenty-six (26) month construction period.
 - b. This estimate is based on a standard construction phase timeline and assumes continuous engagement over the full duration of the project.
3. Client will not provide personnel to support the activities of the RPR.
4. Duties and Responsibilities of Resident Project Representative:
 - a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
 - b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - c. Liaison:
 - i. Serve as CM and Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - d. Shop Drawings and Samples:
 - i. Receive Samples which are furnished at the Site by Contractor and notify CM and Engineer of availability of Samples for examination.
 - ii. Advise CM and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
 - e. Review of Work, Rejection of Defective Work, Inspections and Tests:

- i. Conduct on-site observations of the Work in progress to determine if the Work is proceeding in accordance with the Contract Documents.
 - ii. Report to CM whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
 - v. Observe and document Contractor QC testing, including concrete, soils, aggregates, ground improvements, etc.
 - f. Interpretation of Contract Documents: Report to CM when clarifications and interpretations of the Contract Documents are needed.
 - g. Reports:
 - i. Furnish to CM and Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - ii. Consult with CM in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Report immediately to CM, Engineer and Client the occurrence of any accident.
 - h. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CM, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
 - i. Completion:
 - i. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - ii. Participate in a final inspection in the company of CM, Engineer, Client and Contractor and prepare a final list of items to be completed or corrected.
 - iii. Observe whether all items on final list have been completed or corrected and make recommendations to CM and Engineer concerning acceptance.
5. Limitations of Authority of Resident Project Representative:
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
 - b. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
 - c. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.

- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Client or Contractor.
 - f. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
 - g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.
6. Duties and Responsibilities of Construction Manager are as follows:
- a. Liaison: Obtain from Client additional details or information, when required for proper execution of the Work.
 - b. Shop Drawings and Samples: Record date of receipt of Shop Drawings and Samples.
 - c. Interpret Contract Documents: Transmit to Contractor clarifications and interpretations as issued by Engineer.
 - d. Request for Revisions:
 - i. Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 - e. Records:
 - i. Maintain at the job site orderly electronic and/or hard copy files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
 - f. Reports:
 - i. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - g. Payment Requests: CM shall review and forward all pay applications to the Client
 - h. Certificates, Maintenance and Operation Manuals:
 - i. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Client prior to final payment for the Work.
 - i. Conduct final inspection in the Company of RPR, Engineer, Client, and Contractor.

D. Phase 4 - Special Inspections:

- 1. Special inspections, as required by Chapter 17 of the 2018 International Building Code (IBC) as adopted by the City of Chickasha, OK, will be performed by FNI staff and subconsultants as appropriate.
 - a. Preconstruction Responsibilities
 - i. Statement of Special Inspections: Submit the Statement of Special Inspections to the Building Official for permit issuance.

- ii. Inspector Qualification Submittal: Provide names, certifications, and qualifications of each special inspector to the Building Official prior to commencement of construction.
- iii. Preconstruction Meeting: Attend and support preconstruction coordination meeting(s) with the Client, Contractor, and Construction Manager to confirm inspection milestones, logistics, and access requirements.
- b. Inspection and Observation Services
 - i. Structural Observations
 - 1. Perform visual observations at representative locations to confirm conformance with the approved structural drawings.
 - 2. Identify and report deficiencies immediately to the Contractor and Construction Manager.
 - 3. Submit signed Structural Observation Reports to the Building Official.
 - ii. Special Inspections
 - 1. Steel Construction: Welds, bolting, embedments, deck installation (per AISC 360 and AWS D1.1).
 - 2. Concrete Construction: Formwork, reinforcing, placement, curing, prestressing, precast member fabrication and erection (per ACI 318 and ACI 301).
 - 3. Post-Installed Anchors: Adhesive/expansion anchors in hardened concrete.
 - 4. Deep Foundation Elements: Rigid Inclusions.
 - 5. Wind and Seismic Resistance Elements: Including chords, collectors, diaphragms, rigid connections, and anchorage of architectural/mechanical/electrical systems.
- c. Documentation and Reporting
 - i. Daily Logs and Reports: Maintain comprehensive logs of inspections, including date, activity, inspector name, findings, and corrective actions.
 - ii. Test Reports: Collect and forward all lab test reports, including concrete tests, soil compaction, etc., to the Building Official and project team.
 - iii. Discrepancy Notifications: Immediately notify Contractor and Construction Manager of any discrepancies or non-conforming work.
 - iv. Final Special Inspection Report: Provide a final compiled report of all inspections performed, including confirmation that all non-conformances were resolved.
- d. Coordination and Communication
 - i. Coordinate inspection activities with the Contractor's construction schedule and provide sufficient availability to respond to inspection requests with a minimum 2-working-day notice.
 - ii. Coordinate with Client, Construction Manager, Building Official, and testing agencies throughout the project.

E. Phase 4 - Provide Startup and Commissioning Services:

- a. The FNI Team will support the construction, startup, and commissioning phases. The FNI Team will serve in a review and advisory role and provide oversight to the Contractor and the Contractor's licensed water operator. The FNI Team will not serve as the executor of the startup and commissioning plan. These services are advisory and do not transfer operational responsibility or regulatory compliance obligations from the Contractor, Client, or Client's Operator to FNI.
- b. Pre-Commissioning Planning
 - i. Pre-Commissioning Workshops

1. FNI will attend and support the Contractor-led pre-commissioning planning workshop(s) (monthly/bi-weekly, as appropriate), beginning approximately 6 months before scheduled startup.
- ii. Commissioning Plan Development
 1. FNI will review and comment on the Contractor's Startup and Commissioning Plan defined in Section 01 75 00 of the Contract Documents. This may include:
 - a. Objectives and performance targets
 - b. Roles and responsibilities (including operator-specific tasks)
 - c. Startup activity sequencing
 - d. Risk mitigation strategies and safety protocols
- iii. Functional and Performance Test Packages (FAPTPs)
 1. FNI will support the Contractor in their development of well-defined FAPTPs to:
 - a. Identify system dependencies and concurrent startup groups
 - b. Define pre-startup criteria for each component, system, and process
 - c. Confirm procedures align with practical operational workflows
- iv. Scheduling Support
 1. FNI will assist the Contractor and the Contractor's licensed operator in developing:
 - a. A Training Schedule for both equipment-specific and process/system-level training
 - b. A Commissioning Schedule, identifying logical commissioning sequences and durations
 2. FNI will integrate these schedules into the Contractor's CPM project schedule using Microsoft Project.
- c. Equipment Training
 - i. Review of Equipment Training Plans
 1. FNI will review agendas and content for all equipment training sessions for clarity, technical accuracy, and operational relevance.
 - ii. Training Status Monitoring
 1. Monitor and verify that required training sessions have been conducted and completed prior to associated startup activities.
 - iii. O&M Manual Completion
 1. Monitor progress on final O&M manual delivery to confirm they are complete and accurate prior to equipment startup.
- d. System / Process Training
 - i. Development and Delivery of System Training
 1. Based on the System O&M Manual, FNI will lead training sessions for plant-wide operations.
 2. FNI will assist the Contractor to:
 - a. Prepare training content, agendas, and slide decks
 - b. Present or co-lead training workshops
 - c. Summarize best practices for new operators
 - d. Confirm that training is appropriately tailored for the Client's third-party operator
 - ii. All training sessions will be recorded and submitted in a user-friendly format (e.g., MP4, PDF slide deck).
- e. Pre-Commissioning Field Testing
 - i. FNI will monitor pre-commissioning field tests for each FAPTP.

- ii. FNI will:
 - 1. Support the verification of operational readiness of each component and system
 - 2. Support the verification for instrumentation, control, and mechanical systems function as required before startup
 - 3. Review field documentation to confirm completeness
 - 4. Support the Contractor in resolving deficiencies before proceeding to commissioning
- f. Commissioning Administration
 - i. Commissioning Coordination
 - 1. FNI will provide oversight for the implementation of the commissioning plan.
 - 2. FNI staff will:
 - a. Be present during critical startup activities
 - b. Support daily coordination during active commissioning
 - c. Collaborate with Contractor's operator and plant operator
 - ii. Recurring Status Meetings
 - 1. Participate in regular meetings with the commissioning team to:
 - a. Coordinate near-term activities
 - b. Address operational concerns or safety issues
 - c. Track commissioning progress by system and FAPTP
- g. Commissioning Field Testing
 - i. Witness Testing
 - 1. FNI will observe testing of each process and system (e.g., rapid mix, flocculation, sedimentation, filters, chemical systems, pumps, SCADA).
 - 2. Monitor system performance in real time and validate startup performance data (if required).
 - ii. Review of Commissioning Documentation
 - 1. Review Contractor-submitted startup logs and testing documentation for conformance to design intent and contract requirements.
 - 2. Provide feedback or required corrections as needed.
 - iii. Troubleshooting and Operational Support
 - 1. Assist Contractor and third-party operator in identifying and resolving issues during commissioning.
 - 2. Recommend operational adjustments based on test results and performance trends.
 - 3. Monitor process stability during early operation and provide optimization suggestions.
 - iv. FAPTP Status Monitoring
 - 1. Track progress and confirm each package has been fully completed, tested, and documented.
- h. Transition to Operations
 - i. Collaborate with the Client's third-party operator to facilitate a smooth handoff of the facility.
 - ii. Validate operational capabilities through on-site support during the first 30 to 90 days of operation.
 - iii. Recommend improvements to SOPs or operations performance where appropriate.

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:

A. Phase 4 - Construction Phase Materials Testing:

1. Provide Construction Materials Testing for purposes of Client Quality Assurance during construction. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality assurance of the Project. An allowance of \$100,000.00 is assumed for this effort. Materials Testing beyond this allowance is an Additional Service.

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

1. Additional engineering and construction phase services required as a result of extended project duration, unanticipated increases in coordination or documentation effort, expanded startup or commissioning support, changes in regulatory or operational requirements, third-party coordination needs, or other conditions beyond the originally anticipated scope of Basic Services and not caused by negligent errors or omissions of FNI.
2. Field layouts or the furnishing of construction line and grade surveys.
3. GIS mapping services or assistance with these services.
4. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client.
5. Providing renderings, model, and mock-ups requested by the Client.
6. Providing consultation concerning the replacement of any Work damaged by fire or force majeure during the construction and providing services as may be required in connection with the replacement of such Work.
7. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Client.
8. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
9. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
10. 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.
11. Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
12. Assisting Client 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.
13. 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.
14. Providing services after the completion of the construction phase not specifically listed in Article I or II.

15. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
16. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
17. Provide follow-up professional services during Contractor's warranty period.

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:

Phase 4 - Construction Phase Services

24 months from Contractor NTP

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI may 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 recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. CLIENT shall designate Client's Representative.
- C. CLIENT will provide available criteria 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.
- D. 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.
- E. 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.
- F. 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.

City of Chickasha/Chickasha Municipal Authority
Water Treatment Plant Improvements Project
Engineering Scope of Services

- G. CLIENT will give 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.
- H. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- I. CLIENT shall bear all costs incident to compliance with the requirements of this Article V.

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Thousand Dollars (\$100,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify CLIENT for CLIENT's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	100	189
Professional 2	109	196
Professional 3	125	288
Professional 4	157	327
Professional 5	218	359
Professional 6	228	423
Construction Manager 1	109	148
Construction Manager 2	125	196
Construction Manager 3	141	208
Construction Manager 4	157	253
Construction Manager 5	221	292
Construction Manager 6	237	356
Construction Representative 1	87	103
Construction Representative 2	96	122
Construction Representative 3	122	148
Construction Representative 4	138	199
CAD Technician/Designer 1	84	128
CAD Technician/Designer 2	103	192
CAD Technician/Designer 3	141	237
Corporate Project Support 1	64	167
Corporate Project Support 2	84	237
Corporate Project Support 3	87	336
Intern / Coop	68	93

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.00. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2026.

EXHIBIT A – ENGINEERING SCOPE OF SERVICES

**TASK AUTHORIZATION NO. 4
CITY OF CHICKASHA
CHICKASHA MUNICIPAL AUTHORITY
WATER TREATMENT PLANT IMPROVEMENTS PROJECT
PROJECT NUMBER CMA-2303**

PROJECT UNDERSTANDING:

This Task Authorization (TA) No. 4 includes Construction Phase and Commissioning services for the completion of 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 per the approved Plans and Specifications for the City of Chickasha (City or Client) and the Chickasha Municipal Authority (CMA).

The following facilities are anticipated and will be constructed 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, and phosphate blend.
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. Residuals ponds for solids handling with the ability to recycle supernatant to the head of the plant.
8. Standby power generation

PROJECT ASSUMPTIONS:

1. Construction Contract Documents and Technical Specifications approved by the City, CMA, OWRB and ODEQ will be used for this project, subject to City and CMA rules, regulations, standards, etc.
2. Construction duration is anticipated to be 26 months to final completion. Full-time on-site inspection (RPR) is based upon this estimate.
3. Special Inspection as required by IBC 2018 will be provided by FNI.
4. Materials testing for Quality Control and copies of test reports and related documents will be paid for and provided by the Contractor to the Client and FNI. A limited amount of Quality Assurance testing is included in this Task Authorization as an allowance-based Special Service, for use as directed by the Client.

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

- A. Coordinate and participate in, on behalf of CLIENT, up to six (6) City Council meetings needed for the Project updates and prepare presentation materials needed for the meetings.
- B. **Phase 4 - Construction Phase General Representation Services:**
Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of Construction Contract Documents and Technical Specifications approved by the City and CMA.

1. Conduct One (1) pre-construction conference(s) with the selected Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and proposed construction.
2. Conduct a maximum of twenty-six (26) Monthly Construction Progress Meetings with the Client and Contractor. Assist Client in establishing an agenda for these meetings, facilitate meeting discussion and provide minutes for each meeting for Client and Contractor comment.
3. Establish communication procedures with the Client and Contractor. Submit a maximum of twenty-six (26) monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.

4. Establish and maintain a project documentation system using FNI's FNIManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to Contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Digital copies of all construction project documentation will be provided by the Contractor to the Client in PDF format.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract. Project assumes twenty-six (26) monthly pay requests will be processed by FNI.
6. Make up to twenty-six (26) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work to determine if the work is proceeding in accordance with the Construction Contract Documents. FNI will report any observed deficiencies to Client.
7. Make up to twelve (12) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the Project.
8. Notify the Contractor of non-conforming work observed during site visits. Recommend actions to correct defective work and recommend to Client any special materials tests or performance tests needed. Use the full authority under the terms of the construction contract to compel the Contractor to correct such defects and deficiencies in a timely manner, but not later than final acceptance of the project.
9. Interpret the drawings and specifications for Client and Contractor(s). Conduct investigations, analyses, and studies requested by the Contractor(s) and approved by Client.
10. Review up to 200 quality-related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents. The number of quality documents identified is estimated by FNI based on performance on similar projects and the number of documents identified in the plans and specifications.
11. Provide for Review of Contractor's requests for information (RFIs). Maintain document control systems, review Contractor RFIs and prepare responses in accordance with the Contract Documents. Provide interpretation and communicate engineering intent if information is not explicitly addressed in the Contract Documents. It is anticipated that FNI will review and respond to up to a total of 250 RFIs.

12. Provide for review of Contractor submittals including shop drawings, product data, and other documentation required by the construction contract documents. It is anticipated that FNI will review and respond to up to a total of 800 submittals and resubmittals.
13. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where completion schedule or cost to Client is not impacted, will also be prepared.
14. Conduct investigations, analyses, studies, or designs for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the Client. Provide services to review and evaluate Client-Initiated changes, such as substitute materials, equipment, or design modifications.
15. Conduct, in company with Client's representative, one (1) substantial completion walkthrough of the Project to establish final punchlists for project completion and one (1) final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before the recommendation of final payment. Obtain on behalf of the Client and deliver to the Client legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor.
16. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Three (3) half-size sets of prints of "Record Drawings" and electronic copy in PDF format shall be provided by FNI to Client. All digital record drawings and model files will be provided to the Client via electronic submission.
17. Review and approve the Contractor-prepared Operations and Maintenance (O&M) Manual(s) for the new treatment plant constructed under this Project. Manuals shall reflect the final as-built installation and operating sequences for the new facilities, equipment, and related unit process operations, consistent with the Contract Documents and approved submittals. The review process will include coordination with the Contractor to address deficiencies prior to approval of their O&M Manual submittal(s).

C. Phase 4 – Construction Management (CM) and Resident Project Representative (RPR) Services:

FNI shall furnish a Construction Manager and Resident Project Representative on the Project. The Construction Manager (CM) and Resident Project Representative (RPR) shall function as an integrated team providing construction oversight and support services under the direction of the Engineer. Their roles are complementary, with the CM providing centralized coordination of project documentation, communications, and administrative processes, while the RPR maintains a full-time on-site presence focused on observing field activities and documenting work-in-place. In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work

of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
 - a. Resident Project Representative (RPR) is Engineer's agent at the site, will act as directed by and under the supervision of CM and Engineer, and will confer with CM and Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with CM, Engineer, and Contractor, keeping Client advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 - i. RPR services are estimated to average 45 hours per week over a twenty-six (26) month duration of construction up to Final Completion.
 - ii. This estimate is based on full-time on-site presence during all critical construction activity, including coordination with the Engineer, Construction Manager, Contractor, and Client.
2. FNI shall provide a Construction Manager (CM) for the duration of the construction phase of the Project. CM services will include coordination with the Contractor, review and documentation of construction progress, administration of change orders, and oversight of quality assurance efforts.
 - a. CM services are anticipated to require approximately 20 hours per week over a twenty-six (26) month construction period.
 - b. This estimate is based on a standard construction phase timeline and assumes continuous engagement over the full duration of the project.
3. Client will not provide personnel to support the activities of the RPR.
4. Duties and Responsibilities of Resident Project Representative:
 - a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
 - b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - c. Liaison:
 - i. Serve as CM and Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - d. Shop Drawings and Samples:
 - i. Receive Samples which are furnished at the Site by Contractor and notify CM and Engineer of availability of Samples for examination.
 - ii. Advise CM and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
 - e. Review of Work, Rejection of Defective Work, Inspections and Tests:

- i. Conduct on-site observations of the Work in progress to determine if the Work is proceeding in accordance with the Contract Documents.
 - ii. Report to CM whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
 - v. Observe and document Contractor QC testing, including concrete, soils, aggregates, ground improvements, etc.
 - f. Interpretation of Contract Documents: Report to CM when clarifications and interpretations of the Contract Documents are needed.
 - g. Reports:
 - i. Furnish to CM and Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - ii. Consult with CM in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Report immediately to CM, Engineer and Client the occurrence of any accident.
 - h. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CM, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
 - i. Completion:
 - i. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - ii. Participate in a final inspection in the company of CM, Engineer, Client and Contractor and prepare a final list of items to be completed or corrected.
 - iii. Observe whether all items on final list have been completed or corrected and make recommendations to CM and Engineer concerning acceptance.
5. Limitations of Authority of Resident Project Representative:
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
 - b. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
 - c. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.

- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Client or Contractor.
- f. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

6. Duties and Responsibilities of Construction Manager are as follows:

- a. Liaison: Obtain from Client additional details or information, when required for proper execution of the Work.
- b. Shop Drawings and Samples: Record date of receipt of Shop Drawings and Samples.
- c. Interpret Contract Documents: Transmit to Contractor clarifications and interpretations as issued by Engineer.
- d. Request for Revisions:
 - i. Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- e. Records:
 - i. Maintain at the job site orderly electronic and/or hard copy files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
- f. Reports:
 - i. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- g. Payment Requests: CM shall review and forward all pay applications to the Client
- h. Certificates, Maintenance and Operation Manuals:
 - i. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Client prior to final payment for the Work.
- i. Conduct final inspection in the Company of RPR, Engineer, Client, and Contractor.

D. Phase 4 - Special Inspections:

- 1. Special inspections, as required by Chapter 17 of the 2018 International Building Code (IBC) as adopted by the City of Chickasha, OK, will be performed by FNI staff and subconsultants as appropriate.
 - a. Preconstruction Responsibilities
 - i. Statement of Special Inspections: Submit the Statement of Special Inspections to the Building Official for permit issuance.

- ii. Inspector Qualification Submittal: Provide names, certifications, and qualifications of each special inspector to the Building Official prior to commencement of construction.
- iii. Preconstruction Meeting: Attend and support preconstruction coordination meeting(s) with the Client, Contractor, and Construction Manager to confirm inspection milestones, logistics, and access requirements.
- b. Inspection and Observation Services
 - i. Structural Observations
 - 1. Perform visual observations at representative locations to confirm conformance with the approved structural drawings.
 - 2. Identify and report deficiencies immediately to the Contractor and Construction Manager.
 - 3. Submit signed Structural Observation Reports to the Building Official.
 - ii. Special Inspections
 - 1. Steel Construction: Welds, bolting, embedments, deck installation (per AISC 360 and AWS D1.1).
 - 2. Concrete Construction: Formwork, reinforcing, placement, curing, prestressing, precast member fabrication and erection (per ACI 318 and ACI 301).
 - 3. Post-Installed Anchors: Adhesive/expansion anchors in hardened concrete.
 - 4. Deep Foundation Elements: Rigid Inclusions.
 - 5. Wind and Seismic Resistance Elements: Including chords, collectors, diaphragms, rigid connections, and anchorage of architectural/mechanical/electrical systems.
- c. Documentation and Reporting
 - i. Daily Logs and Reports: Maintain comprehensive logs of inspections, including date, activity, inspector name, findings, and corrective actions.
 - ii. Test Reports: Collect and forward all lab test reports, including concrete tests, soil compaction, etc., to the Building Official and project team.
 - iii. Discrepancy Notifications: Immediately notify Contractor and Construction Manager of any discrepancies or non-conforming work.
 - iv. Final Special Inspection Report: Provide a final compiled report of all inspections performed, including confirmation that all non-conformances were resolved.
- d. Coordination and Communication
 - i. Coordinate inspection activities with the Contractor's construction schedule and provide sufficient availability to respond to inspection requests with a minimum 2-working-day notice.
 - ii. Coordinate with Client, Construction Manager, Building Official, and testing agencies throughout the project.

E. Phase 4 - Provide Startup and Commissioning Services:

- a. The FNI Team will support the construction, startup, and commissioning phases. The FNI Team will serve in a review and advisory role and provide oversight to the Contractor and the Contractor's licensed water operator. The FNI Team will not serve as the executor of the startup and commissioning plan. These services are advisory and do not transfer operational responsibility or regulatory compliance obligations from the Contractor, Client, or Client's Operator to FNI.
- b. Pre-Commissioning Planning
 - i. Pre-Commissioning Workshops

1. FNI will attend and support the Contractor-led pre-commissioning planning workshop(s) (monthly/bi-weekly, as appropriate), beginning approximately 6 months before scheduled startup.
- ii. Commissioning Plan Development
 1. FNI will review and comment on the Contractor's Startup and Commissioning Plan defined in Section 01 75 00 of the Contract Documents. This may include:
 - a. Objectives and performance targets
 - b. Roles and responsibilities (including operator-specific tasks)
 - c. Startup activity sequencing
 - d. Risk mitigation strategies and safety protocols
- iii. Functional and Performance Test Packages (FAPTPs)
 1. FNI will support the Contractor in their development of well-defined FAPTPs to:
 - a. Identify system dependencies and concurrent startup groups
 - b. Define pre-startup criteria for each component, system, and process
 - c. Confirm procedures align with practical operational workflows
- iv. Scheduling Support
 1. FNI will assist the Contractor and the Contractor's licensed operator in developing:
 - a. A Training Schedule for both equipment-specific and process/system-level training
 - b. A Commissioning Schedule, identifying logical commissioning sequences and durations
 2. FNI will integrate these schedules into the Contractor's CPM project schedule using Microsoft Project.
- c. Equipment Training
 - i. Review of Equipment Training Plans
 1. FNI will review agendas and content for all equipment training sessions for clarity, technical accuracy, and operational relevance.
 - ii. Training Status Monitoring
 1. Monitor and verify that required training sessions have been conducted and completed prior to associated startup activities.
 - iii. O&M Manual Completion
 1. Monitor progress on final O&M manual delivery to confirm they are complete and accurate prior to equipment startup.
- d. System / Process Training
 - i. Development and Delivery of System Training
 1. Based on the System O&M Manual, FNI will lead training sessions for plant-wide operations.
 2. FNI will assist the Contractor to:
 - a. Prepare training content, agendas, and slide decks
 - b. Present or co-lead training workshops
 - c. Summarize best practices for new operators
 - d. Confirm that training is appropriately tailored for the Client's third-party operator
 - ii. All training sessions will be recorded and submitted in a user-friendly format (e.g., MP4, PDF slide deck).
- e. Pre-Commissioning Field Testing
 - i. FNI will monitor pre-commissioning field tests for each FAPTP.

- ii. FNI will:
 - 1. Support the verification of operational readiness of each component and system
 - 2. Support the verification for instrumentation, control, and mechanical systems function as required before startup
 - 3. Review field documentation to confirm completeness
 - 4. Support the Contractor in resolving deficiencies before proceeding to commissioning
- f. Commissioning Administration
 - i. Commissioning Coordination
 - 1. FNI will provide oversight for the implementation of the commissioning plan.
 - 2. FNI staff will:
 - a. Be present during critical startup activities
 - b. Support daily coordination during active commissioning
 - c. Collaborate with Contractor's operator and plant operator
 - ii. Recurring Status Meetings
 - 1. Participate in regular meetings with the commissioning team to:
 - a. Coordinate near-term activities
 - b. Address operational concerns or safety issues
 - c. Track commissioning progress by system and FAPTP
- g. Commissioning Field Testing
 - i. Witness Testing
 - 1. FNI will observe testing of each process and system (e.g., rapid mix, flocculation, sedimentation, filters, chemical systems, pumps, SCADA).
 - 2. Monitor system performance in real time and validate startup performance data (if required).
 - ii. Review of Commissioning Documentation
 - 1. Review Contractor-submitted startup logs and testing documentation for conformance to design intent and contract requirements.
 - 2. Provide feedback or required corrections as needed.
 - iii. Troubleshooting and Operational Support
 - 1. Assist Contractor and third-party operator in identifying and resolving issues during commissioning.
 - 2. Recommend operational adjustments based on test results and performance trends.
 - 3. Monitor process stability during early operation and provide optimization suggestions.
 - iv. FAPTP Status Monitoring
 - 1. Track progress and confirm each package has been fully completed, tested, and documented.
- h. Transition to Operations
 - i. Collaborate with the Client's third-party operator to facilitate a smooth handoff of the facility.
 - ii. Validate operational capabilities through on-site support during the first 30 to 90 days of operation.
 - iii. Recommend improvements to SOPs or operations performance where appropriate.

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:

A. Phase 4 - Construction Phase Materials Testing:

1. Provide Construction Materials Testing for purposes of Client Quality Assurance during construction. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality assurance of the Project. An allowance of \$100,000.00 is assumed for this effort. Materials Testing beyond this allowance is an Additional Service.

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

1. Additional engineering and construction phase services required as a result of extended project duration, unanticipated increases in coordination or documentation effort, expanded startup or commissioning support, changes in regulatory or operational requirements, third-party coordination needs, or other conditions beyond the originally anticipated scope of Basic Services and not caused by negligent errors or omissions of FNI.
2. Field layouts or the furnishing of construction line and grade surveys.
3. GIS mapping services or assistance with these services.
4. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client.
5. Providing renderings, model, and mock-ups requested by the Client.
6. Providing consultation concerning the replacement of any Work damaged by fire or force majeure during the construction and providing services as may be required in connection with the replacement of such Work.
7. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Client.
8. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
9. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
10. 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.
11. Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
12. Assisting Client 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.
13. 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.
14. Providing services after the completion of the construction phase not specifically listed in Article I or II.

15. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
16. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
17. Provide follow-up professional services during Contractor's warranty period.

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:

Phase 4 - Construction Phase Services

24 months from Contractor NTP

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI may 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 recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. CLIENT shall designate Client's Representative.
- C. CLIENT will provide available criteria 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.
- D. 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.
- E. 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.
- F. 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.

City of Chickasha/Chickasha Municipal Authority
Water Treatment Plant Improvements Project
Engineering Scope of Services

- G. CLIENT will give 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.
- H. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- I. CLIENT shall bear all costs incident to compliance with the requirements of this Article V.

CHICKASHA

Meeting Type: CMA Agenda 3-2-2026

Meeting Date: 3/2/2026

Department: Public Works

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration, and possible action to approve the award of a contract to Okla Construction LLC in the amount of \$60,800.00 for the construction of a storm drain and removal and replacement of existing tin horn, curb and gutter, cul-de-sac, and drainage flumes at Willow Creek and to authorize the Mayor to execute any necessary documents.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve the award of a contract to Okla Construction LLC in the amount of \$60,800.00 for the construction of a storm drain and associated removal and replacement of cul-de-sac paving and curb improvements at Willow Creek and to authorize execution of the necessary contract documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Omar Fierro, Public Works Director

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

Meeting Date:

March 2, 2026

V. ATTACHMENTS:

- 20260224135058050

City of Chickasha – Public Works Department

502 N. Genevieve
Chickasha, OK 73018

Date: March 2 2026

To: Chickasha City Council

From: Omar Fierro, Director of Public Works

Subject: Recommendation for Construction of drainage and cul-de-sac

Dear Council Members,

On February 20, 2026, the City of Chickasha received three (4) bids for the construction of a storm drain at 419 Willow Creek Rd. The scope of work includes the removal and replacement of old tin horn, curb and gutter, cul-de-sac and drain flumes.

The bids received were as follows:

- **Bear Creek Construction** – \$127,540.00
- **Nash Construction Company** – \$112,505.00
- **Bill's Custom Concrete** – \$73,385.00
- **Okla Construction LLC** - \$60,800.00

Please note: All construction specifications were required to meet **City of Chickasha standards**.

Upon review of the bids submitted, Okla Construction LLC provided the lowest responsible bid in the amount of \$60,800.00. Additionally, Okla Construction LLC was the only contractor that visited the project site to meet with staff and obtain field measurements of the area in question, demonstrating due diligence and a clear understanding of the project scope. Staff has reviewed the proposal and finds it to be complete and responsive to the specifications.

Therefore, staff respectfully recommends awarding the contract to Okla Construction LLC in the amount of \$60,800.00.

Thank you for your time and consideration.

Respectfully,

Omar Fierro
Director of Public Works
City of Chickasha

**NASH
CONSTRUCTION
COMPANY**

700 South Irving Oklahoma City, OK 73129 Office: 405.672.2792 Fax: 405.672.1022

FROM: Caleb Sanderson
csandersonncc@gmail.com 

Date: February 9, 2026

PROPOSAL SUBMITTED TO: City of Chickasha, Oklahoma **Attn:** Omar Fierro
Email: omar.fierro@chickasha.org

JOB NAME: Chickasha Cul-de-sac and Drainage Structure
Address: 222 Willow Creek Road
City/State/Zip: Chickasha, OK 73108
PHONE: **Office:** 405.222.6082
Cell: 405.448.1571

Nash Construction will provide labor, material, and equipment to place new concrete Cul-de-sac and drainage structure.

**Chickasha Cul-de-sac and Drainage Structure
Paving Quantities**

1. Mobilization	1	LS	\$5000.00	\$5000.00
2. Pavement Removal	380	SY	\$10.00	\$3,800.00
3. Driveway Removal	113	SY	\$10.00	\$1,130.00
4. Drainage Structure Excavation	1	LS	\$2,500.00	\$2,500.00
5. Curb Removal	140	LF	\$10.00	\$1,400.00
6. Unclassified Excavation	1	LS	\$1,000.00	\$1,000.00
7. 6" Concrete Pavement	380	SY	\$85.00	\$32,300.00
8. Concrete Driveway	113	SY	\$75.00	\$8,475.00
9. Subgrade Backfill	30	CY	\$50.00	\$1,500.00
10. Concrete Integral Curb	140	LF	\$35.00	\$4,900.00
Alternate 01				
11. 30" Reinforced Concrete Pipe (RCP)	60	LF	\$80.00	\$4,800.00
Alternate 02				
12. 30" CGMP	60	LF	\$70.00	\$4,200.00



	Alternate 03			
13. Concrete Spillway Removal	1	LS	\$2,500.00	\$2,500.00
14. Concrete Spillway	1	LS	\$17,500.00	\$17,500.00

	Alternate 04			
15. Reinforced Concrete Box (RCB)(5'x3')	1	LS	\$21,500.00	\$21,500.00

Total \$112,505.00

Price does not include bonds, permits, inspection fees, construction staking, erosion control or testing unless otherwise indicated.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of see pricing above dollars **(\$N/A)** with payment made as follows. **Full payment is due at time of job completion. Workmen's comp and liability Ins. certificates issued upon request. Final measurement is based on actual quantities in place.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within **30 days** and is void thereafter at the option of the undersigned.

Authorized Signature



Caleb R. Sanderson – Estimator

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payments will be made upon completion.

ACCEPTED: _____

Signature _____

Date: _____

Signature _____

BEAR CREEK CONSTRUCTION LLC

Project Information

client : City of Chickasha
Address:
City, State ZIP:
Phone:
Email:
Project name: **419 WILLOW CREEK RD**
Project location: **419 CWILLOW CREEK RD, CHICKASHA OK**

CONTRACTOR INFORMATION

Company **Bear Creek Construction llc**
Name Seth Battiato
Address 600 W Commerce St.
City, State ZIP Clinton, OK 73601
Phone 580.547.4252
Email bids@bearcreek.construction
DIRECT 405.448.0880

SCOPE OF WORK

CONCRETE / PIPE

SOW will include, Removal and Replace of full Cul-De- Sac. Concrete and Curb. Remove existing pipe and replace with new. All haul off included. City bonds and inspections.

Project Exclusions

Bonds, city impact fees, dewatering, surveying, Soil testing is excluded unless quoted. No erosion control design or construction is included. No relocation or support of existing utilities is included unless specifically quoted. No fence work of any type is included. No top soiling, seeding, sodding unless quoted, soil retention blankets or other landscape items of any type are included. No riprap, No conduit, irrigation sleeving, electrical, gas etc..., is included. Clearing, trickle channel, flums, channel excavation, removals, grade to drain, tree protection, or demolition NOT specifically described and quoted. Cleaning of existing storm or sanitary sewer lines or structures. No demolition is included in this proposal unless quoted.

PROPOSAL

Base bid \$ 127,540.00

SETH BATTIATO, ESTIMATOR

2/9/2026

Submitted by

Date

REMOVE AND REPLACE CUL-DE-SAC PAVING / REMOVE AND REPLACE CMP PIPE

Omar Fierro

From: Brock Marshall <napa.chickasha@gmail.com>
Sent: Monday, June 2, 2025 10:56 AM
To: Omar Fierro
Subject: Fwd: Quote from Bill's Custom Concrete, Inc. - May 31, 2025

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Omar,

I have forwarded the quote we have received from Bill's Custom Concrete. Like I mentioned during our phone conversation, the \$130,885.00 quote total is not accurate. It is either option 1 \$73,385.00 including the entire cul-de-sac or option 2 \$57,500.00 for just the drainage ditch and a small portion of the road.

Please reach out to Antwon(spelling) at 1-405-937-6687 with any questions or concerns.

Thanks,

Valerie Marshall

----- Forwarded message -----

From: Bill's Custom Concrete Inc. <notification@txn.getjobber.com>
Date: Sat, May 31, 2025 at 11:36 AM
Subject: Quote from Bill's Custom Concrete, Inc. - May 31, 2025
To: <napa.chickasha@gmail.com>

Bill's Custom Concrete, Inc.

Estimate

Hi Brock & Valerie Marshall,

Thank you for asking us to quote on your project.

The quote total is \$130,885.00 as of May 31, 2025.

If you have any questions or concerns regarding this quote, please don't hesitate to get in touch with us a

City Of Chickasha Ok

ITEM #	ITEM	UNIT	QUANTITIES	PRICE	TOTAL
1	Trackhoe	Hours	40	\$265.00	\$10,600.00
2	Skid Steer	Hours	40	\$220.00	\$8,800.00
3	Labor	Hours	40	\$120.00	\$4800.00
4	Truck/Tools	Hours	40	\$175.00	\$7000.00
5	ODOT TYPE A AGG	Tons	45	\$180.00	\$8100.00
6	Tinhorn	Each	1	\$3500.00	\$3500.00
7	Concrete	Each	1	\$18,000.00	\$18,000.00
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					

Total.

\$60,800.00