

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
NOVEMBER 18, 2019

- 1. Call to Order / Roll Call.**
- 2. Consent Docket:**
 - a. Acceptance of the Minutes of the November 4, 2019 regular meeting.
 - b. Acceptance of Claims List
 - c. Acceptance of Financial Report for the month of October 2019
 - d. Acceptance of Resolution 2019-20R concerning bridge inspection responsibility by local government for compliance with National Bridge Inspection Standards.
- 3. Discussion/Approval of Items Removed from Consent Docket:**
- 4. Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to renew the contract with Chisholm Trail Consultants, LLC for Engineering Services.
- 5. Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: CMA Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the November 4, 2019 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes and authorize filing thereof.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. CMA 11-4-2019

November 4, 2019

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 4th day of November 2019, as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 6:39 p.m.

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

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Kimberly Loggins, Vice-Chairman
Jim Hopkins
Oscar Nelson
David Sikes
Joseph Molder
Zachary Grayson
R. P. Ashanti-Alexander
Tom Rose

ABSENT: None.

STAFF

PRESENT: John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan M. McDaniel, City Clerk
Gene Winsett, Community Development Director
Brian Zalewski, Fire Chief
K. D. Rowell, Police Chief
Lillie Huckaby, Library Director
Shae Mortimer, Marketing & Civic Engagement Manager

ABSENT: David Buchanan, Public Works
Kyle Marks, Parks & Rec Director

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

ITEM 2a. **Acceptance of the minutes for the October 21, 2019 regular meeting.**

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

*Motion by Trustee Loggins second by Trustee Sikes to approve Consent Docket: ITEM 2a – ITEM 2b.

Roll call vote:

Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

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

No action taken on Item 3.

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

ITEM 4a. **Discussion, consideration and possible action to waive the bid requirement and authorize staff to have concrete repairs made to Northbound Right Lane US_81 at Colorado Street as a result of a failed manhole/sewer main utilizing ODOT contract provider C-P Integrated Services in an amount not to exceed \$16,000.00.**

*Motion by Trustee Loggins second by Trustee Sikes to award waive the bid requirement and authorize repairs to the Northbound Right Lane US-81 at Colorado Street utilizing ODOT contract provider with C-P Integrated Services in an amount not to exceed \$16,000.00.

Roll call vote:

Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 5. **Motion to Adjourn.**

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

Roll call vote:

Ayes:” Hopkins, Nelson, Loggins, Rose, Sikes, Ashanti-Alexander,
Grayson, Molder and Mosley

“Nays:” None.

“Abstain:” None

Motion passed. 9-0

TIME: 6:41 P.M.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Approved this 18th day of November 2019.



City of
CHICKASHA

Meeting Type: CMA Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of Claims List

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of Financial Report for the month of October 2019

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financial Reports for the month of October 2019.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Public Works

Agenda Item No. 2.d.

AGENDA ITEM:

Acceptance of Resolution 2019-20R concerning bridge inspection responsibility by local government for compliance with National Bridge Inspection Standards.

I. BACKGROUND/DESCRIPTION:

- On 10-22-19 Staff interviewed three qualified consultants to select a firm to conduct bridge inspections for the City of Chickasha.
- The inspections will be conducted between April 1, 2020 and March 31, 2022.

II. RECOMMENDED ACTION:

Accept Resolution 2019-20R selecting CEC Corporation as the engineer responsible for City bridge inspections during the next inspection phase beginning April 1, 2020 to March 31, 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: David Buchanan,	Fund	Account	Amount
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Public Works Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. Res. 2019-20R Bridge Inspection Responsibility

RESOLUTION NO. 2019-20R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS – BRIDGE INSPECTION CONTRACTS FOR APRIL 1, 2020 TO MARCH 31, 2022.

WHEREAS, the City of Chickasha has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Chickasha has the following options:

- (1) Select one of ODOT's prequalified engineering firms.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Grady County.
- (4) Let ODOT make your selection.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that it is their desire to selection Option #1 and choose

Name: CEC Corporation
Address: 4555 W. Memorial Rd., Oklahoma City, OK 73142

as the engineer responsible for the city bridge inspections as approved by the Oklahoma Department of Transportation.

Adopted this 18th day of November 2019.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: CMA Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Public Works

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to renew the contract with Chisholm Trail Consultants, LLC for Engineering Services.

I. BACKGROUND/DESCRIPTION:

- Public Works requires engineering services on many projects, but the City and Authority do not staff a position for Engineer.
- Chisholm Trail Consulting, LLC has been utilized on numerous projects for the City and Authority.
- Chisholm Trail Consulting, LLC is fully licensed and certified as required by City ordinances and State Statutes.
- The City is very satisfied with the company and they have represented the City with a high degree of professionalism.

II. RECOMMENDED ACTION:

Renew the contract with Chisholm Trail Consultants, LLC for Engineering Services for a period of 12 months.

III. FISCAL INFORMATION - Chisholm Trail Consultants will be utilized by various City Departments.

IV. FUND INFORMATION:

Dept. Director: David Buchanan, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. CTC Contract 19.10.31CME PROPOSED

PROFESSIONAL SERVICES CONTRACT
For Municipal Engineering Consulting Services
CTC 19.10.31CME

Prepared for: ***City of Chickasha***



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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the **CITY OF CHICKASHA**, a Municipal Corporation, (Owner) and **CHISHOLM TRAIL CONSULTING, LLC** (Engineer).

WITNESSETH

WHEREAS, Owner desires to complete certain Capital Improvements Projects and other projects funded by other sources, including but not limited to Stormwater and Drainage projects, Lake projects, Street projects, Water Treatment projects and Water Distribution projects; and,

WHEREAS, it is recognized that professional engineering and related services may be necessary to complete said projects; and,

WHEREAS, Owner desires to retain the services of a qualified firm to provide said professional engineering and related services on certain projects to be determined by Owner; and,

WHEREAS, it is recognized that certain aspects of public and private projects located within the jurisdiction of the City of Chickasha require engineering review to ascertain compliance with Chickasha City Ordinances; and,

WHEREAS, Owner desires to retain the services of a qualified firm to assist City Staff by providing said engineering review on certain projects to be determined by Owner; and,

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

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

ARTICLE 1 - EFFECTIVE DATE AND TERM

The term of this Agreement shall be for twelve (12) months from the effective date. The effective date of this Agreement shall be the date on which the governing body of the Owner shall duly and lawfully approve and execute this Agreement. Termination of this contract shall be as provided for hereinafter at Article 14.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3- SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4- COMPENSATION

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

ARTICLE 5- OWNER'S RESPONSIBILITIES

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

ARTICLE 6- STANDARD OF CARE

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

ARTICLE 7- LIABILITY AND INDEMNIFICATION

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

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

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

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

ARTICLE 8- INSURANCE

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

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

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

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

ARTICLE 9- ENGINEER'S STATUS

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

ARTICLE 10-LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11- OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12- REUSE OF DOCUMENTS

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

ARTICLE 13- OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon thirty (30) days written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 15- DELAY IN PERFORMANCE

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

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

ARTICLE 16- COMMUNICATIONS

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

Owner:	Mr. John Noblitt City Manager City of Chickasha 117 N. 4th Chickasha, OK 73018
Engineer:	R. Scott Vaughn, P.E. Chisholm Trail Consulting, LLC 2124 Scott Lane Duncan, Oklahoma 73533

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

ARTICLE 17- WAIVER

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

ARTICLE 18- SEVERABILITY

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

ARTICLE 19- INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21- ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23- NON-DISCRIMINATION OF EMPLOYEES

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

1. The consulting engineer and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap.
2. That any subcontractor entered into by the consulting engineer for performance of any portion of the work covered under this contract shall incorporate all of the provisions of this Special Provision, nondiscrimination of Employees, and the same shall be appended to said subcontract and be incorporated therein by reference.
3. The consulting engineer shall refrain from discriminatory practices as hereinafter defined. It is a discriminatory practice for the consulting engineer to:

- (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities of employment, because of race, color, religion, sex, national origin, age or handicap; or
 - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
 - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retaining; or
 - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by the consulting engineer indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex, or national origin is a bona fide occupational qualification for employment; or
 - (e) Retaliate or discriminate against a person because he has opposed a discriminatory practice, or because he has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under 25 O.S., Section 1501 et seq.; or
 - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
 - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or
 - (h) Willfully obstruct or prevent a person from complying with the provisions of 25 O.S., Section 1501 et seq.; or
 - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in 25 O.S., Section 1501 et seq.
4. The consulting engineer further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any person, firm or corporation furnishing independent contract labor or materials to the consultant in the performance of this contract.
 5. If the consulting engineer fails to comply with the requirements of this document the City shall have the right to:
 - (a) Withhold payments to the consulting engineer until the consulting engineer furnishes satisfactory evidence of compliance and correction of all violations; or

- (b) Cancel, terminate or suspend the contract, in whole or in part, without further liability to the City other than payment for work performed up to the effective date of cancellation, suspension or termination of the contract.
 - (c) All violations which are not corrected by the consulting engineer within such time as is specified by the city in its notice of violation shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
6. The consulting engineer hereby agrees to be bound by and subject himself to the provisions of Title 29, Code of Federal Regulation, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operation, functions, duties and responsibilities of said Commission.
7. Engineer further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

ARTICLE 24- HAZARDOUS MATERIALS

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

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

DATED the _____ day of _____, 2019.

Chisholm Trail Consulting, LLC

Engineer

By: 
R. Scott Vaughn, P.E.

Date: 10-31-19

ATTEST:

City of Chickasha

Owner

Title: Mayor

By: _____
Mr. Chris Mosley

Date: _____

City Clerk

APPROVED as to form and legality this ____ day of _____ 2019.

City Attorney

ATTACHMENT "A"
AGREEMENT FOR PROFESSIONAL SERVICES

SCOPE OF SERVICES

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

1.1 GENERAL. The Engineer's scope of work is anticipated to include the following activities on projects to be determined by Owner:

1.1.1 Provide professional engineering design services and related services, including drafting, engineering reports, bid packages, contract documents, funding applications and engineer's estimates, conducting pre-bid conferences, and assisting with bid openings.

1.1.1.1 If Surveying services are necessary to carry out the services listed above, said Surveying may be performed by others under sub-contract to Engineer. Fees for Surveying by others under sub-contract to Engineer will be determined on a case-by-case basis. Said fees will be agreed to by Owner before any Surveying work is performed.

1.1.1.2 Submittals delivered under this scope of work will routinely be transmitted in electronic format only. Hard copies of said submittals will be transmitted to the Owner upon request. Fees for hard copies will be determined on a case-by-case basis. Said fees will be agreed to by Owner before any hard copy submittals are made.

1.1.2 Provide Construction Engineering services, as determined by Owner.

1.1.3 If Materials Sampling and Testing services are required, said Materials Sampling and Testing services may be performed by others under sub-contract to Engineer. Fees for Materials Sampling and Testing by others under sub-contract to Engineer will be determined on a case-by-case basis. Said fees will be agreed to by Owner before any Materials Sampling and Testing work is performed.

1.1.4 Provide Resident Inspection services, as determined by Owner.

1.1.5 Perform engineering review of documents, drawings and other submittals provided by others in support of permit applications, subdivision applications, and other public and private projects within the jurisdiction of the City of Chickasha. Said engineering review will be used to assist in ascertaining compliance with City of Chickasha Ordinances and other applicable State and Federal regulations. Provide written reports of findings of said engineering reviews.

1.1.6 Meet with City Staff and City Council as necessary to carry out the functions described herein.

1.2 TASK ORDERS

- 1.2.1 ENGINEER's Scope of Services will be performed pursuant to individual Task Orders issued by OWNER and agreed to by ENGINEER. Such Task Orders will contain the specific scope of work, the time schedule, charges and payment conditions and additional terms and conditions, if any, that are applicable to such Task Orders. The Task Order form is found at Attachment D.
- 1.2.2 Execution of a Task Order by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date the Task Order is executed by the OWNER.
- 1.2.3 The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified.

1.3 PERIOD OF SERVICE

- 1.3.1 The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the tasks described herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required to carry out these tasks. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 1.3.2 Upon Written authorization from Owner, ENGINEER shall proceed with the performance of services.
- 1.3.3 ENGINEER's services shall each be considered complete at the time ENGINEER signs and submits the appropriate written report.
- 1.3.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the work, the time of performance of ENGINEER's services shall be adjusted equitably.

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ATTACHMENT "B"
AGREEMENT FOR PROFESSIONAL SERVICES

COMPENSATION

1. PAYMENTS TO ENGINEER

- 1.1 Compensation. Compensation for all Professional Services under this Agreement shall be charged according to the RATE SCHEDULE below for each hour of work performed, or as otherwise agreed upon by and between OWNER and ENGINEER through negotiation for individual projects in advance of commencing work.

RATE SCHEDULE

DESCRIPTION	HOURLY RATE
PRINCIPAL ENGINEER	\$150.00
CONSTRUCTION ENGINEER	\$145.00
RESIDENT INSPECTOR	\$75.00
DRAFTING	\$65.00

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

- 1.2 Payments. Invoices may be submitted monthly. Invoices for the amount and value of the work and services performed by the ENGINEER shall meet the standards of quality as established under this Agreement. The OWNER agrees to pay the ENGINEER in a timely manner upon receipt of appropriate invoices. The invoices shall be prepared by the ENGINEER and shall be accompanied by all supporting data required by the OWNER.

ATTACHMENT "C"
AGREEMENT FOR PROFESSIONAL SERVICES

OWNER'S RESPONSIBILITIES

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

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

ATTACHMENT D – TASK ORDER FORM

TASK ORDER NO. _____
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Task Order is attached to and made part of the Professional Services Contract for Municipal Engineering Consulting Services between **the City of Chickasha** ("OWNER") and **Chisholm Trail Consulting, LLC.** ("ENGINEER") dated _____.

This Task Order describes the Scope of Services, Time Schedule and Charges for the Task Order known as:

_____(the "Project")

1. Scope of Services

ENGINEER shall provide the OWNER the following specific Services:

2. Time Schedule

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order shall be billed at the rates listed in Attachment B, and the total of said compensation shall not exceed _____ and the following additional fees, if applicable:

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement modified shall be specifically referenced. Modifications included in this Task Order are:

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is Acknowledged by the following authorized signatures of the parties to the Agreement.

OWNER:

ENGINEER:

By:

By:

Title:

Title:

Date:

Date: