

REGULAR MEETING OKEMAH CITY COUNCIL

WHEN: MONDAY, NOVEMBER 24, 2025 @ 6:00 P.M.

PLACE: OKEMAH CITY HALL, 502 WEST BROADWAY, OKEMAH, OK

AGENDA:

- 1) FLAG SALUTE AND ROLL CALL**
- 2) MEETING CALLED TO ORDER AND DECLARATION OF QUORUM.**
- 3) APPROVAL OF MINUTES.**
- 4) APPROVAL OF PURCHASE ORDERS.**
- 5) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE THE CITY OF OKEMAH HOLIDAY SCHEDULE FOR 2026.**
- 6) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE THE SCHEDULE OF REGULAR MEETINGS OF THE OKEMAH CITY COUNCIL FOR 2026.**
- 7) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE PARKHILL AS OUR GENERAL CONSULTANT ENGINEER CONTRACTOR FOR PHASE 2 AND 3 OF OUR AIRPORT CONSTRUCTION.**
- 8) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE HANGAR LEASE SPACE NO.8 AGREEMENT WITH CODY FISHER.**
- 9) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE INDEPENDENT OPERATOR AGREEMENT WITH GLASGOW MOBILE AIRCRAFT MAINTENANCE, LLC TO PROVIDE AIRCRAFT MAINTENANCE SERVICE AT OKEMAH MUNICIPAL AIRPORT.**
- 10) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE TRANSIENT HANGAR RATES AS PRESENTED AT OKEMAH MUNICIPAL AIRPORT.**
- 11) DISCUSSION AND TAKE POSSIBLE ACTION TO DECLARE AS SURPLUS THE FOLLOWING DESCRIBED PROPERTIES:**
LOT THREE (3), OF BLOCK THIRTY (30), OKEMAH PROPER & LOT (10) TEN, BLOCK FIFTY (50), OKEMAH PROPER
- 12) DISCUSSION AND TAKE POSSIBLE ACTION TO AUTHORIZE AND DIRECT THE CITY MANAGER TO SELL THE PROPERTIES LEGALLY DESCRIBED IN AGENDA ITEM NO.8 ABOVE IN THE MANNER PRESCRIBED BY THE CITY COUNCIL.**
- 13) CONSIDER AND TAKE POSSIBLE ACTION TO REMOVE PATRICK WILLIAMS AND EARNEST JORDAN AS THE CITY OF OKEMAH'S APPOINTED MEMBERS OF THE OKFUSKEE COUNTY E-911 BOARD, FOR CAUSE, PURSUANT TO ARTICLE III OF THE INTERLOCAL**

COOPERATION AGREEMENT ENTERED INTO ON SEPTEMBER 28, 2001, BY AND BETWEEN THE CITY OF OKEMAH AND THE BOARD OF COMMISSIONERS OF OKFUSKEE COUNTY.

14) CONSIDER AND TAKE POSSIBLE ACTION TO APPOINT NEW MEMBERS TO THE OKFUSKEE COUNTY E-911 BOARD TO COMPLETE THE TERM OF THE SEATS PREVIOUSLY HELD BY PATRICK WILLIAMS AND EARNEST JORDAN PURSUANT TO ARTICLE III OF THE INTERLOCAL COOPERATION AGREEMENT ENTERED INTO ON SEPTEMBER 28, 2001, BY AND BETWEEN THE CITY OF OKEMAH AND THE BOARD OF COMMISSIONERS OF OKFUSKEE COUNTY.

15) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE PAYMENT OF ADA AGGREGATES INVOICE NO.4701 IN THE AMOUNT OF \$3000.00 FOR DELIVERY AND PURCHASE OF CRUSHER RUN.

16) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE REAP 2024-2025 CLOSEOUT CERTIFICATION DOCUMENTS.

17) DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS:

- **SIGNAGE.**
- **AIRPORT.**

18) CITY MANAGERS COMMENT.

19) COMMENTS AND INQUIRIES FROM BOARD MEMBERS.

- **RONNIE LUCAS-WARD I**
- **DARLENE FOX-WARD II**
- **KELLY WEST-WARD III**
- **RON GOTT-WARD IV**
- **WAYNE BACON-AT-LARGE**

20) ADJOURNMENT.

This agenda was posted in public view at the Okemah City Hall, 502 West Broadway, Okemah, OK prior to 6:00 p.m. on November 21, 2025.

Relena Haddox

Relena Haddox, City Clerk

CITY OF OKEMAH

SPECIAL MEETING – CITY COUNCIL

FRIDAY, OCTOBER 31, 2025, 4:00 P.M.

OKEMAH CITY HALL – 502 WEST BROADWAY, OKEMAH, OK

MINUTES

1. FLAG SALUTE AND ROLL CALL

Meeting called to order by Mayor Kelly West.

Members present: Darlene Fox, Kelly West, Ron Gott, Wayne Bacon.

Member absent: Ronnie Lucas.

Also present: Kristy Lesley, City Manager and Relena Haddox, City Clerk/Treasurer.

Quorum declared.

2. MEETING CALLED TO ORDER AND DECLARATION OF QUORUM

Mayor Kelly West called the meeting to order at 4:00 p.m. and declared a quorum present.

3. APPROVAL OF MINUTES

Motion by Wayne Bacon, second by Ron Gott to approve minutes.

Vote: Yes – All Present.

Motion carried.

4. APPROVAL OF PURCHASE ORDERS

Motion by Wayne Bacon, second by Ron Gott to approve purchase orders.

Vote: Yes – All Present.

Motion carried.

5. CONSIDER AND TAKE NECESSARY ACTION TO CONSENT TO AT&T REPLACING COPPER LINES WITH FIBER ON 911 SERVICE LINES

Motion by Ron Gott, second by Darlene Fox to approve.

Vote: Yes – All Present.

Motion carried.

6. DISCUSSION AND TAKE POSSIBLE ACTION TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE OKEMAH PUBLIC SCHOOL DISTRICT FOR THE COMMISSIONING OF A SCHOOL RESOURCE OFFICER

Motion by Ron Gott, second by Darlene Fox to approve.

Vote: Yes – All Present.

Motion carried.

7. DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE FROM THE RURAL ECONOMIC ACTION PLAN FUND FOR THE OKEMAH POLICE DEPARTMENT

Motion by Wayne Bacon, second by Darlene Fox to approve.

Vote: Yes – All Present.

Motion carried.

8. DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE CERTIFICATION FOR THE APPLICATION FOR FINANCIAL ASSISTANCE FROM THE RURAL ECONOMIC ACTION PLAN FUND FOR THE OKEMAH POLICE DEPARTMENT

Motion by Wayne Bacon, second by Ron Gott to approve.

Vote: Yes – All Present.

Motion carried.

9. CITY MANAGER'S COMMENT

City Manager discussed tree status and advised council the next meeting will be held the week of November 15th.

10. COMMENTS AND INQUIRIES FROM BOARD MEMBERS

- Darlene Fox – Street striping update.
- Kelly West – Asphalt project schedule.
- Ron Gott – Street improvements.
- Wayne Bacon – Fines, dogs, and dumpsters.

11. ADJOURNMENT

Meeting adjourned at 4:47 p.m.

Approved this ____ day of _____, 2025.

Relena Haddox, City Clerk/Treasurer

Kelly West, Mayor

FUND: 01 - CITY GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01						
26-0336	01-1141	HUNZICKER BROTHERS, INC.	8' T8 BULBS, 4' BULBS	11/2025	S2727257.001	35.55
26-0381	01-1463	DON'S COPIERS	10/13/25-11/12/25 LEASE	11/2025	195426	87.58
26-0380	01-1534	TBF-TYLER BUSINESS FORMS	ERPRO 10 AP CHECK STOCK	11/2025	107779	112.24
26-0350	01-2031	WHAT BUGS YA?	NOVEMBER 2025 MAINTENANCE	11/2025	7828	8.13
DEPARTMENT TOTAL:						243.50
DEPARTMENT: 02						
26-0356	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/10/25-11/16/25	11/2025	NP69488589	291.70
26-0336	01-1141	HUNZICKER BROTHERS, INC.	8' T8 BULBS, 4' BULBS	11/2025	S2727257.001	35.55
26-0381	01-1463	DON'S COPIERS	10/13/25-11/12/25 LEASE	11/2025	195426	81.31
26-0350	01-2031	WHAT BUGS YA?	NOVEMBER 2025 MAINTENANCE	11/2025	7828	16.25
DEPARTMENT TOTAL:						424.81
DEPARTMENT: 03						
26-0356	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/10/25-11/16/25	11/2025	NP69488589	168.50
DEPARTMENT TOTAL:						168.50
DEPARTMENT: 04						
26-0336	01-1141	HUNZICKER BROTHERS, INC.	8' T8 BULBS, 4' BULBS	11/2025	S2727257.001	11.85
26-0350	01-2031	WHAT BUGS YA?	NOVEMBER 2025 MAINTENANCE	11/2025	7828	16.25
DEPARTMENT TOTAL:						28.10
DEPARTMENT: 05						
26-0356	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/10/25-11/16/25	11/2025	NP69488589	35.78
26-0354	01-1056	JAMES SUPPLIES & RENTAL CO.	11/2025-11/2026 LEASE	11/2025	03129647	55.00
26-0352	01-1293	HASKELL LEMON GROUP, LLC.	13.12 B MIX ASPHALT	11/2025	18175	1,049.60
26-0345	01-1501	BANKCARD CENTER, INC (VISA)	HYD COUPLERS	11/2025	P20680	194.35
DEPARTMENT TOTAL:						1,334.73

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06						
26-0347	01-1065	ANIMAL CONTROL NAPA AUTO PARTS	REPAIRS AC1 TRUCK	11/2025	587473	234.91
DEPARTMENT TOTAL:						234.91
DEPARTMENT: 08						
26-0360	01-1917	PARKS & RECREATION AMAZON CAPITAL SERVICES	C7 LED BLUE BULBS	11/2025	13XC-XH9P-JYJP	883.66
DEPARTMENT TOTAL:						883.66
DEPARTMENT: 09						
26-0332	01-1333	LIBRARY HIATT WINDOW & GLASS	LIBRARY WINDOW	11/2025	111925-01	2,024.00
26-0329	01-1917	AMAZON CAPITAL SERVICES	SMART LOCKS, BOOKS	11/2025	1MRR-LCQX-VK34	376.07
DEPARTMENT TOTAL:						2,400.07
DEPARTMENT: 10						
26-0381	01-1463	EMERGENCY MANAGEMENT DON'S COPIERS	10/13/25-11/12/25 LEASE	11/2025	195426	10.84
26-0350	01-2031	WHAT BUGS YA?	NOVEMBER 2025 MAINTENANCE	11/2025	7828	8.12
DEPARTMENT TOTAL:						18.96
DEPARTMENT: 12						
26-0358	01-2162	COPS IN SCHOOL CUSTOM CREATIONS CONSIGNMENUNIFORM PANTS		11/2025	1193	328.82
DEPARTMENT TOTAL:						328.82
DEPARTMENT: 15						
26-0381	01-1463	CODE ENFORCEMENT DON'S COPIERS	10/13/25-11/12/25 LEASE	11/2025	195426	21.68
26-0350	01-2031	WHAT BUGS YA?	NOVEMBER 2025 MAINTENANCE	11/2025	7828	8.13
26-0375	01-2117	LOU COX	MOWING 4 PROPERTIES	11/2025	937913	350.00
DEPARTMENT TOTAL:						379.81
DEPARTMENT: 16						
26-0329	01-1917	AIRPORT AMAZON CAPITAL SERVICES	SMART LOCKS, BOOKS	11/2025	1MRR-LCQX-VK34	764.28
DEPARTMENT TOTAL:						764.28

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		MEDIA CENTER				
26-0385	01-1128	DOLLAR GENERAL #00159	CLEANING SUPPLIES	11/2025	1001408796	22.50
DEPARTMENT TOTAL:						22.50
FUND TOTAL:						7,232.65

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01						
26-0335	01-1917	ADMINISTRATION AMAZON CAPITAL SERVICES	REPORT COVERS, BLUE BULBS	11/2025	13VG-HVJL-7C34	32.31
DEPARTMENT TOTAL:						32.31
DEPARTMENT: 02						
26-0326	01-1044	POLICE FUELMAN (FLEETCOR TECHNOLOGFUEL	10/27/25-11/2/25	11/2025	NP69414902	287.60
26-0346	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/3/25-11/9/25	11/2025	NP69456621	553.12
DEPARTMENT TOTAL:						840.72
DEPARTMENT: 03						
26-0346	01-1044	CITY FIRE FUELMAN (FLEETCOR TECHNOLOGFUEL	11/3/25-11/9/25	11/2025	NP69456621	131.52
DEPARTMENT TOTAL:						131.52
DEPARTMENT: 05						
26-0326	01-1044	CITY PUBLIC WORKS FUELMAN (FLEETCOR TECHNOLOGFUEL	10/27/25-11/2/25	11/2025	NP69414902	267.84
26-0346	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/3/25-11/9/25	11/2025	NP69456621	335.83
26-0338	01-1293	HASKELL LEMON GROUP, LLC. TYPE B ASHPAULT	13.01 TON	11/2025	17977	1,040.80
DEPARTMENT TOTAL:						1,644.47
DEPARTMENT: 06						
26-0326	01-1044	ANIMAL CONTROL FUELMAN (FLEETCOR TECHNOLOGFUEL	10/27/25-11/2/25	11/2025	NP69414902	70.44
26-0346	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/3/25-11/9/25	11/2025	NP69456621	38.04
26-0302	01-1048	FOUR SEASONS	REPLACE BLOWER MOTOR	11/2025	20047	675.00
DEPARTMENT TOTAL:						783.48
DEPARTMENT: 07						
26-0326	01-1044	CEMETERY FUELMAN (FLEETCOR TECHNOLOGFUEL	10/27/25-11/2/25	11/2025	NP69414902	74.71
26-0346	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL	11/3/25-11/9/25	11/2025	NP69456621	108.46
DEPARTMENT TOTAL:						183.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08		PARKS & RECREATION				
26-0335	01-1917	AMAZON CAPITAL SERVICES	REPORT COVERS, BLUE BULBS	11/2025	17F9-NKPX-GJ1P	51.98
DEPARTMENT TOTAL:						51.98
DEPARTMENT: 09		LIBRARY				
26-0340	01-2161	NOAH'S ARK ANIMAL WORKSHOP	NOAH'S ARK WORKSHOP	11/2025	NA74231	389.75
DEPARTMENT TOTAL:						389.75
FUND TOTAL:						4,057.40

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05		CITY STREET				
26-0327	01-2017	RGB3 LLC	413 W BROADWAY SIDEWALK	11/2025	202511204345	5,200.00
26-0379	01-2017	RGB3 LLC	211 W BRDWY SIDEWALK	11/2025	202511214346	6,358.08
DEPARTMENT TOTAL:						11,558.08
DEPARTMENT: 23		WASTEWATER				
26-0343	01-1961	ADA AGGREGATES	2-3"CR & 1 1/2" CRUSHER	11/2025	4701	3,000.00
DEPARTMENT TOTAL:						3,000.00
DEPARTMENT: 24		SEWER COLLECTION				
26-0330	01-1565	PRIMARY STRUCTURE, INC	N 6TH MANHOLE REPLACEMENT	11/2025	4111725	1,879.00
DEPARTMENT TOTAL:						1,879.00
FUND TOTAL:						16,437.08

FUND: 05 - CAPITAL IMPROVEMENT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		WASTEWATER				
26-0214	01-1914	SAFETY PLUS USA LLC	CLEAN SBR, 60BBL HYDROVAC	11/2025	P33442	28,000.00
26-0215	01-1914	SAFETY PLUS USA LLC	60 BBL HYDROVAC	11/2025	P34242	3,400.00
DEPARTMENT TOTAL:						31,400.00
FUND TOTAL:						31,400.00

CITY OF OKEMAH



OKLAHOMA

CITY OF OKEMAH
OKEMAH UTILITIES AUTHORITY
OKEMAH ECONOMIC DEVELOPMENT

HOLIDAY SCHEDULE 2026

NEW YEAR'S DAY	THURSDAY	January 1, 2026
MARTIN LUTHER KING DAY	MONDAY	January 19, 2026
PRESIDENTS' DAY	MONDAY	February 16, 2026
GOOD FRIDAY	FRIDAY	April 3, 2026
MEMORIAL DAY	MONDAY	May 25, 2026
JUNETEENTH	FRIDAY	June 19, 2026
INDEPENDENCE DAY	FRIDAY	July 3, 2026
LABOR DAY	MONDAY	September 7, 2026
INDIGENOUS PEOPLE'S/COLUMBU	MONDAY	October 12, 2026
VETERANS DAY	WEDNESDAY	November 11, 2026
THANKSGIVING	THURSDAY	November 26, 2026
DAY AFTER THANKSGIVING	FRIDAY	November 27, 2026
DAY BEFORE CHRISTMAS	THURSDAY	December 24, 2026
CHRISTMAS DAY	FRIDAY	December 25, 2026

Person filing notice:

Name: Relena Haddox

Title: City Clerk

Address: 502 West Broadway, Okemah OK 74859

Phone #: 918-623-1050 #5

Filed in the office of the municipal clerk at 8:00 a.m. on the 1st day of December 2025.

Signed:_____

Relena Haddox, City Clerk



CITY OF OKEMAH
CALENDAR OF MEETINGS FOR 2026
502 WEST BROADWAY
OKEMAH, OKLAHOMA
74859

MONDAY	January 12, 2026	6:00 P.M.
MONDAY	January 26, 2026	6:00 P.M.
MONDAY	February 9, 2026	6:00 P.M.
MONDAY	February 23, 2026	6:00 P.M.
MONDAY	March 9, 2026	6:00 P.M.
MONDAY	March 23, 2026	6:00 P.M.
MONDAY	April 13, 2026	6:00 P.M.
MONDAY	April 27, 2026	6:00 P.M.
MONDAY	May 11, 2026	6:00 P.M.
THURSDAY	May 28, 2026	6:00 P.M.
MONDAY	June 8, 2026	6:00 P.M.
MONDAY	June 22, 2026	6:00 P.M.
MONDAY	July 13, 2026	6:00 P.M.
MONDAY	July 27, 2026	6:00 P.M.
MONDAY	August 10, 2026	6:00 P.M.
MONDAY	August 24, 2026	6:00 P.M.
MONDAY	September 14, 2026	6:00 P.M.
MONDAY	September 28, 2026	6:00 P.M.
THURSDAY	October 15, 2026	6:00 P.M.
MONDAY	October 26, 2026	6:00 P.M.
MONDAY	November 9, 2026	6:00 P.M.
MONDAY	November 23, 2026	6:00 P.M.
MONDAY	December 14, 2026	6:00 P.M.
MONDAY	December 28, 2026	6:00 P.M.

Person filing notice:

Name: Relena Haddox

Title: City Clerk

Address: 502 West Broadway, Okemah OK 74859

Phone #: 918-623-1050 #5

Filed in the office of the municipal clerk at 8:00 a.m. on the 1st day of December 2025

Signed: _____
Relena Haddox, City Clerk

**MASTER AGREEMENT BETWEEN
CITY OF OKEMAH
AND
PARKHILL
FOR PROFESSIONAL SERVICES**

THIS IS A MASTER AGREEMENT effective as of November 10, 2025, (Effective Date) between City of Okemah (OWNER) and Parkhill (ENGINEER).

MASTER AGREEMENT TERM:

This Master Agreement shall apply to all Task Orders agreed to by Parties within the term of this Master Agreement until completion of the Task Order. If a conflict between terms and conditions of this Master Agreement and Task Order, terms of the Task Order shall take precedence for services provided pursuant to the Task Order. This Master Agreement will renew annually on the day and month of the Date of this Master Agreement, unless either party provides notice of intent not to renew this Master Agreement. Notices must be provided at least 60 days before renewal date. If either party elects not to renew this Master Agreement, terms of this Master Agreement shall remain applicable until all Task Orders under this Master Agreement are completed or terminated.

TASK ORDERS:

Owner is not required to issue any Task Order under this Master Agreement. Engineer may decline to accept any Task Order issued by Owner. Engineer shall perform services set forth in each agreed-upon Task Order as indicated by included exhibits, or such other document as Owner and Engineer may mutually agree upon. Each Task Order shall state name, location, and detailed description of Project, describe Engineer Services, state Engineer compensation, and list attachments and exhibits incorporated by reference.

OWNER'S Project, of which ENGINEER'S services under this Master Agreement are a part, is generally identified as multiyear airport planning and engineering services for airfield lightings and signs, new airfield paving, runway extensions, NAVAID installation, pavement rehabilitation/reconstruction, hangars, terminal building, perimeter fencing and gates, drainage improvements, road improvements, land acquisition, fuel systems and any other improvements deemed necessary by the Owner, for Okemah Municipal Airport.

ENGINEER'S services under this Master Agreement are generally identified as preparation of engineering Plans and Specifications, Grant Administration, environmental documents, preliminary studies, DBE program and goals, capital improvement plans, topographic, property, and obstruction surveys, preliminary geotechnical and construction materials testing, construction observation and preparation of Airport Layout Plan.

OWNER and ENGINEER further agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Services set forth in Exhibits A and B of this Master Agreement is sample language only and represents potential range of services offered within the Master Agreement. Engineer and Owner will enter a Task Order for each specific project requested by Owner in which Exhibits A and B will be included to define exact scope of that Task Order.

B. Services set forth in Exhibit C of this Master Agreement is sample language only and represents potential range of services offered within the Master Agreement. If authorized by OWNER as part of a Task Order, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities, and limitations of authority as set forth in Exhibit C included within the Task Order.

ARTICLE 2 – OWNER RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein.

B. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including, design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any, budgetary limitations.

C. Furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

D. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

E. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in the Master Agreement or the Task Order exhibits thereto.

F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

G. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property, as required for ENGINEER to perform services under the Master Agreement and associated Task Orders.

H. Provide, as required for Project:

1. Accounting, bond and financial advisory, independent cost estimating, independent fee estimating, and insurance counseling services.
2. Legal services regarding issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

I. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Construction Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof unless authorized as Additional Services under Exhibit A - Part 2.

J. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may, be necessary for completion of each phase of the Project.

K. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services regarding the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely, decisions pertaining thereto.

N. Place and pay for advertisement for Bids in appropriate publications.

O. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and final payment.

P. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A - Part 2 of Task Order as required.

Q. Make decisions and carry out OWNER'S responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the ENGINEER.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. ENGINEER is authorized to begin rendering services as of the Effective Date of each Task Order.

3.02 Time for Completion

A. ENGINEER's services and compensation under this Master Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services will be defined as part of each Task Order, ENGINEER's obligation to render services in each Task Order will be for a period which may reasonably be required for the completion of said services.

B. If in each Task Order 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 periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

C. If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER's services, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

3.03 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Master Agreement or applicable Task Order to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the Task Order has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Basic Services and Additional Services of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A - Part 1, as set forth in Exhibit B of each Task Order.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A - Part 2, as set forth in Exhibit B of each Task Order.

4.02 Other Provisions Concerning Payments

A. *Preparation and Submittal of Invoices.* ENGINEER will prepare invoices in accordance with ENGINEER standard invoicing practices and will submit to OWNER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit B of each Task Order.

B. *Payment of Invoices.* ENGINEER shall submit an invoice monthly for work completed as of the date of invoice or application. All payments made by OWNER are subject to procedures established for OWNER to

authorize payment at its regularly scheduled meetings. Payment for all invoices submitted may be subject to requirements of Oklahoma Prompt Payment Statutes Title 61, §§221-227.

C. *Disputed Invoices*: If OWNER disputes an invoice, either as to the amount or entitlement, then OWNER shall promptly advise ENGINEER in writing of the specific basis for doing so, may withhold that portion so disputed, and must pay the undisputed portion.

D. *Records of ENGINEER Costs*. Records of ENGINEER costs pertinent to ENGINEER compensation under this Master Agreement and associated Task Orders shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER charges and upon OWNER's timely request, copies of such records will be made available to OWNER.

E. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Master Agreement by any level of government that impose taxes, fees, or costs on ENGINEER services or other compensation under this MASTER AGREEMENT and subsequent Task Orders then Engineer may invoice for reimbursement by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made based on ENGINEER experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. *Standard of Care*. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Master Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Master Agreement or otherwise, in connection with any services performed or furnished by ENGINEER.

B. *Technical Accuracy*. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. *Consultants*. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Master Agreement and any associated Task Order applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER

Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER Consultant unacceptable to ENGINEER.

D. *Compliance with Laws and Regulations.* ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Master Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Master Agreement may be the basis for modifications to OWNER responsibilities or to ENGINEER scope of services, times of performance, or compensation.

E. *Reliance on Others.* OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Master Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Master Agreement.

F. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER in any way contingent upon ENGINEER signing any such certification.

G. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor, or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

J. General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee, C-700 (2013 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. ENGINEER and OWNER shall designate specific individuals to act as ENGINEER and OWNER representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Master Agreement and associated Task Orders. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER representatives or a third party, ENGINEER's Basic Services under this Master Agreement and associated Task Orders will be completed upon completion of the Final Design Phase, Bidding, or Negotiating Phase as outlined in Exhibit A - Part 1 of the associated Task Order.

B. It is understood and agreed if ENGINEER's Basic Services under this Master Agreement and associated Task Order do not include Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for the application and interpretation of the construction Contract Documents and waives all claims against ENGINEER that may be in any way connected to Construction Phase administration, engineering or professional services except for those services that are expressly required of ENGINEER in Exhibit A of the Task Order.

6.04 Use of Documents

A. All Documents are instruments of service and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether Project is completed.

B. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER Consultants.

C. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

D. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

E. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

F. If a discrepancy between the electronic files and hard copies, hard copies govern.

G. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

H. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.05 Insurance

A. ENGINEER shall procure and maintain the following insurance: Worker's Compensation, General Liability and Professional Liability.

B. At OWNER request, ENGINEER shall deliver certificates of insurance evidencing the coverage. Such certificates shall be furnished prior to commencement of ENGINEER services and at renewals thereafter during the life of this Master Agreement and each Task Order.

C. OWNER shall require Contractor to purchase and maintain Workers' Compensation, General Liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.06 Termination

- A. The obligation to provide further services under this Master Agreement may be terminated:
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof through no fault of the terminating party.
 2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

B. *Payments Upon Termination.* In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit B of any Task Order for all services performed or furnished and all expenses incurred through the effective date of termination.

6.07 Controlling Law

A. This Master Agreement and all associated Task Orders are to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Master Agreement and any associated Task Order without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, OWNER and ENGINEER agree that any dispute between them arising out of or relating to this Master Agreement and any associated Task Order shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have obligation to notify OWNER and, to extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.11 Allocation of Risks

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Master Agreement and all associated Task Orders.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Master Agreement and all associated Task Orders.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Third-Party Beneficiaries

A. Nothing contained in this Master Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER services under this Master Agreement and future Task Orders are being performed solely for OWNER'S benefit, and no other party or entity shall have any claim against ENGINEER because of this Master Agreement and future Task Orders or the performance or nonperformance of services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.13 Miscellaneous Provisions

A. *Notices.* Any notice required under this Master Agreement and associated Task Orders will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations included in this Master Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Master Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree the Master Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Master Agreement.

E. *Headings.* Headings used in this Master Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Where used in this Master Agreement (including Exhibits hereto) and printed with initial or all capital letters, terms listed herein have meanings indicated, applicable to both singular and plural thereof:

1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change Bidding Documents.
2. *Additional Services*: Services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 2 of this Master Agreement.
3. *Master Agreement*: "Standard Form of Master Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*: Form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*: Any material that contains more than 1 percent of asbestos and friable or releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*: Services performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 1, of this Master Agreement.
7. *Bid*: Offer or proposal of bidder submitted on the prescribed form setting forth the prices for Work to be performed.
8. *Bidding Documents*: Advertisement or Invitation to Bid, Instructions to Bidders, Bid Form and attachments, Bid Bond, if any, proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: Document recommended by ENGINEER, signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Master Agreement.
10. *Construction Agreement*: Written instrument, evidence of the Master Agreement, contained in Contract Documents, between OWNER and Contractor concerning Work.
11. *Construction Contract*: Entire and integrated written Master Agreement between OWNER and Contractor concerning Work.
12. *Construction Cost*: Cost to OWNER of those portions of entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.
13. *Contract Documents*: Documents establishing rights and obligations of parties engaged in construction and include Construction Agreement between OWNER and Contractor, Addenda (which pertain to Contract Documents), Contractor's Bid (including documentation accompanying Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and ENGINEER written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*: Money payable by OWNER to Contractor for completion of Work in accordance with Contract Documents and as stated in Construction Agreement.
15. *Construction Contract Times*: Numbers of days or dates stated in Construction Agreement to:
 - a. achieve Substantial Completion, and
 - b. complete the Work so it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*: Individual or entity with whom OWNER enters a Construction Agreement.
17. *Correction Period*: Time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
18. *Defective*: Adjective which, when modifying the word "Work," refers to unsatisfactory, faulty, or deficient Work in that it does not conform to Contract Documents nor meet requirements of any inspection, reference standard, test, or approval referred to in Contract Documents, or has been damaged prior to ENGINEER recommendation of final payment.
19. *Direct Expenses*: Expenses incurred directly by ENGINEER in connection with performing Basic Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, phone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.
20. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Master Agreement.
21. *Drawings*: That part of Contract Documents prepared or approved by ENGINEER which graphically shows scope, extent, and character of Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
22. *Effective Date of Construction Agreement*: Date indicated in Construction Agreement on which it becomes effective, but if no such date is indicated, it means date on which Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *Effective Date of Master Agreement*: Date indicated in this Master Agreement on which it becomes effective, but if no such date is indicated, it means date on which Master Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Engineer's Consultants*: Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. "ENGINEER" includes ENGINEER's Consultants.
25. *Field Order*: Written order issued by ENGINEER which directs minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
26. *General Conditions*: That part of Contract Documents which sets forth terms, conditions, and procedures governing Work to be performed or furnished by Contractor with respect to Project.
27. *Hazardous Environmental Condition*: Presence at Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with Work.
28. *Hazardous Waste*: Hazardous Waste shall be defined provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations*: All applicable laws, rules, regulations, ordinances, codes, standards, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs*: Polychlorinated biphenyls.
31. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees F and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings*: Drawings as issued for construction on which ENGINEER, upon completion of Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER, and were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses*: Expenses incurred directly by ENGINEER in connection with performing Additional Services for Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, phone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

35. *Resident Project Representative (RPR)*: Authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during Construction Phase. RPR will be ENGINEER agent or employee and under ENGINEER supervision. As used herein, "Resident Project Representative" or "RPR" includes any assistants of RPR agreed to by OWNER. Duties and responsibilities of RPR are as set forth in Exhibit C.
36. *Samples*: Physical examples of materials, equipment, or workmanship representative of some portion of Work and establish standards by which such portion of Work will be judged.
37. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of Work.
38. *Site*: Lands or areas indicated in Contract Documents as being furnished by OWNER upon which Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER designated for use of Contractor.
39. *Specifications*: That part of Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to Work and certain administrative details applicable thereto.
40. *Substantial Completion*: Time at which Work (or a specified part thereof) has progressed to the point where, in ENGINEER opinion, Work (or a specified part thereof) can be utilized for purposes intended. "Substantially complete" and "substantially completed" as applied to all or part of Work refer to Substantial Completion thereof.
41. *Supplementary Conditions*: That part of Contract Documents which amends or supplements General Conditions.
42. *Work*: Entire completed construction or the various separately identifiable parts thereof required to be provided under Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by Contract Documents.
43. *Work Change Directive*: Written directive to Contractor issued on or after Effective Date of the Construction Agreement and signed by OWNER upon recommendation of ENGINEER, ordering an addition, deletion, or revision in Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change Contract Price or the Contract Times but is evidence parties expect change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on Contract Price or Contract Times.
44. *Written Amendment*: Written amendment of Contract Documents signed by OWNER and Contractor on or after Effective Date of the Construction Agreement and normally dealing with nonengineering or nontechnical rather than strictly construction-related aspects of Contract Documents.

ARTICLE 8-EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER Services," consisting of 8 pages.
- B. Exhibit B, "Payments to Engineer," consisting of 3 pages.
- C. Exhibit C, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of 3 pages.
- D. Exhibit D, "Notice of Acceptability of Work," consisting of 2 pages.
- E. Sample Task Order, consisting of 1 page.

8.02 Total Master Agreement

A. This Master Agreement (consisting of pages 1 to 32 inclusive, together with Exhibits identified) constitutes entire Master Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Master Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement in duplicate, Effective Date of which is indicated on page 1.

OWNER:

City of Okemah

By: Kelly West

Title: Mayor

Date Signed: _____

Address for giving notices:

502 W. Broadway St

Okemah, Oklahoma 74859

ENGINEER:

Parkhill

By: Toby Baker, PE

Title: Oklahoma Aviation Lead | Partner

Date Signed: 11/10/2025

Address for giving notices:

14101 Wireless Way, Ste 350

Oklahoma City, Oklahoma 73134

IN DUPLICATE

EXHIBIT A ENGINEER'S SERVICES

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

PART 1 -- BASIC SERVICES

A 1.01 *Study and Report Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER requirements for Project and available data.
2. Advise OWNER as to necessity of OWNER's providing data or services not part of ENGINEER's Basic Services and assist OWNER in obtaining such data and services.
3. Establish scope and advise OWNER of any special investigations, field surveys, or soil and foundation investigations which, in ENGINEER opinion, may be required for proper execution of the Study and Report Phase; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not a part of ENGINEER Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve portions of Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in environmental assessment.
5. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment, meet OWNER requirements for Project.
6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate agreed-to requirements, considerations involved, and ENGINEER-recommended solution(s). This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each recommended solution with each component separately itemized, including opinion of probable Construction Cost, allowances for contingencies and for estimated total costs of design, professional, related services provided by ENGINEER, and other information furnished by OWNER.
7. Furnish five review copies of Report to and review with OWNER.
8. Revise Report in response to OWNER's and other parties' comments, as appropriate, and furnish 10 final copies of revised Report to OWNER.

B. ENGINEER's services under Study and Report Phase will be considered complete on the date when final copies of revised Report have been delivered to OWNER.

A 1.02 *Preliminary Design Phase*

A. After acceptance by OWNER of Report, selection by OWNER of a recommended solution, and indication of any specific modifications or changes in scope, extent, character, or design requirements of Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Performance of field surveys is not a part of ENGINEER's basic services, and compensation therefore is not included in the Basic Fee. Surveys may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
3. Establish scope and advise OWNER of any additional soils or foundation investigations which, in ENGINEER opinion, may be required for proper execution of Project; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not part of the ENGINEER's Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
5. Based on information contained in Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost.
6. Furnish five review copies of Preliminary Design Phase documents to and review with OWNER.
7. Provide a Disadvantaged Business Enterprise (DBE) goal update calculated for the specific scope of this construction project, as required by the FAA.

B. ENGINEER's services under Preliminary Design Phase will be considered complete on the date when copies of Preliminary Design Phase documents have been delivered to OWNER.

A 1.03 *Final Design Phase*

A. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for Project, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, direction, and authorization, prepare final Drawings and Specifications indicating scope, extent, and character of Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with most recent Industry-standard format of Construction Specifications Institute or in general conformance with standard specifications provided by funding agency.
2. Provide technical criteria, written descriptions, and design data for OWNER use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve final design of Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to opinion of probable Construction Cost.

4. Prepare and furnish five sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors as appropriate, and assist OWNER in preparation of other related documents.

B. Number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER compensation has been established under this Master Agreement is one.

C. ENGINEER services under Final Design Phase will be considered complete on the date when final Bidding Documents are delivered to OWNER.

A 1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of Bidding Documents and most recent opinion of probable Construction Cost as determined in Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish number of copies of Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change Bidding Documents.

4. Consult with OWNER as to qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of Work as to which such acceptability is required by Bidding Documents.

5. Attend bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Work.

B. Bidding or Negotiating Phase will be considered complete upon commencement of Construction Phase or upon cessation of negotiations with prospective Contractors.

A 1.05 *Construction Phase*

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

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

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

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

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

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

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

- a. Make visits to Site at intervals appropriate to various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Work. Such visits and observations by ENGINEER, and RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Master Agreement, associated Task Orders and Contract Documents, but rather to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on ENGINEER's exercise of professional judgment as assisted by RPR, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and ENGINEER shall keep OWNER informed of Work progress.
- b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with Contract Documents.

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

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

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

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews and

approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety, precautions, and programs incident thereto.

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

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

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

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

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

15. *Contractor's Completion Documents.*

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

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

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

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

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

A 1.06 *Grant Administration Phase*

A. Upon identification of all grant-eligible project costs, and upon written authorization from OWNER, ENGINEER shall:

1. *FAA Grant Administration.* Prepare the following, in support of the grant from the Federal Aviation Administration:

- a. Application for Federal Assistance (Grant Application)
- b. Invoice Summary and Request for Reimbursement (prepared monthly while the grant is active and there are reimbursable invoices for that month)
- c. SF-425 Federal Financial Report
- d. SF-271 Outlay Report and Request for Reimbursement
- e. Distribution of AIP Grant Costs
- f. Grant Close-Out Packet

2. *ODAA Grant Administration.* Prepare the following, in support of the grant from the Oklahoma Department of Aerospace and Aeronautics:

- a. ODAA Grant Application
- b. Monthly ODAA Partial Pay Request Form (reimbursement)
- c. Construction Management Program per ODAA requirements
- d. ODAA Closeout Documentation, as required by the ODAA Grant Agreement

PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of types listed herein. These services will be paid for by OWNER as indicated in Article 4 of Master Agreement.

1. Providing design/construction surveys and staking to enable ENGINEER to perform services and Contractor to perform work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2. Services of RPR and other field personnel, as required, for on-site observation of construction and for construction layout surveys.

3. Soil and foundation investigations including field and laboratory tests, borings, related engineering analysis, and recommendations.

4. Preparing and furnishing to OWNER Record Drawings showing appropriate record information

based on Project annotated record documents received from Contractor.

5. Post-Construction Phase:

- a. Providing assistance in connection with testing and adjusting of Project equipment or systems;
- b. Assisting OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems;
- c. Assisting OWNER in developing procedures for control of operation and maintenance of, and record keeping for Project equipment and systems;
- d. Visiting Project with OWNER to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present;
- e. In company with OWNER or OWNER's representative, provide an inspection of Project within one month before end of Correction Period to ascertain whether any portion of Work is subject to correction.

6. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with Project; preparation or review of environmental assessments and impact statements; review and evaluation of effects on design requirements for Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of Project.

7. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify accuracy of drawings or other information furnished by OWNER.

8. Services resulting from significant changes in the scope, extent, or character of portions of Project designed or specified by ENGINEER or design requirements including but not limited to changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to Effective Date of this Master Agreement or are due to any other causes beyond ENGINEER's control.

9. Services required because of OWNER providing incomplete or incorrect Project information.

10. Providing renderings or models for OWNER's use.

11. Undertaking investigations and studies including but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
- b. preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals;
- c. assistance in obtaining financing for Project;
- d. evaluating processes available for licensing, and assisting OWNER in obtaining process licensing;
- e. detailed quantity surveys of materials, equipment, and labor; and
- f. audits or inventories required in connection with construction performed by OWNER.

12. Furnishing services of ENGINEER's Consultants for other than Basic Services.

13. Services during out-of-town travel required of ENGINEER other than for visits to Site or OWNER's office.

14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER, as well as performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents

because of such review processes.

15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for Work or a portion thereof.

16. Determining acceptability of substitute materials and equipment proposed during Bidding or Negotiating Phase when substitution prior to award of contracts is allowed by Bidding Documents.

17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

18. Providing Construction Phase services beyond Contract Times set forth in Exhibit B.

19. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

20. Preparation of operation and maintenance manuals.

21. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

22. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.

23. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER to make compensation commensurate with extent of Additional Services rendered.

24. Services in making revisions to Drawings and Specifications occasioned by acceptance of substitute materials or equipment other than "or-equal" items and after award of Construction Agreement in evaluating and determining acceptability of a substitution found inappropriate for Project or an excessive number of substitutions.

25. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

26. Additional or extended services during construction made necessary by

- a. emergencies or acts of God endangering the Work,
- b. an occurrence of a Hazardous Environmental Condition,
- c. Work damaged by fire or other cause during construction,
- d. a significant amount of defective, neglected, or delayed work by Contractor,
- e. acceleration of progress schedule involving services beyond normal working hours, or
- f. default by Contractor.

27. Services in connection with any partial utilization of any part of Work by OWNER prior to Substantial Completion.

28. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with Work.

29. Other services performed or furnished by ENGINEER not otherwise provided for in this Master Agreement.

30. Reimbursable expenses associated with providing additional services.

EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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

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

1. A Lump Sum amount of \$_____ based on the following distribution of compensation:
 - a. Study and Report Phase \$_____
 - b. Preliminary Design Phase \$_____
 - c. Final Design Phase \$_____
 - d. Bidding and Negotiating Phase \$_____
 - e. Construction Phase \$_____
 - f. Grant Administration Phase \$_____

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

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

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

*To be negotiated if required.

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

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

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

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

APPENDIX 1

Print Current Hourly Rate Schedule.

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

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

C6.02 Resident Project Representative (RPR)

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

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

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

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

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

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

4. *Liaison:*

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

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

6. *Shop Drawings and Samples.*

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

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

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

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

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

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

10. *Records:*

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

11. *Reports:*

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

and Field Orders. Obtain backup material from Contractor.

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

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

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

14. *Completion:*

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

D. Resident Project Representative shall not:

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

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

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

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

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

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

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

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

EXHIBIT D
NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the noted OWNER and CONTRACTOR that completed Work furnished and performed by CONTRACTOR under noted Contract is acceptable, expressly subject to provisions of related Contract Documents and terms and conditions set forth hereof.

By: _____

Title: _____

Dated:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

Notice of Acceptability of Work ("Notice") on is expressly made subject to these terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with skill and care ordinarily used by members of Engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of Project (including observation of CONTRACTOR work) under ENGINEER's Master Agreement and Task Order [] with OWNER and under Construction Contract referenced hereof, and applies only to facts within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Master Agreement and Task Order [] with OWNER and Construction Contract referenced hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR performance under Construction Contract referenced hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform Work thereunder in accordance with Contract Documents.



Date _____

Mr. Ronald L. Gott
City of Okemah
502 W Broadway St
Okemah, Oklahoma 74859

Re: Task Order 01 to MASTER AGREEMENT for Professional Services, for **Project**
AIP _____

Dear Mr. Gott:

As requested, we prepared Task Order 01 for Construction Phase and Resident Project Representative (RPR) services related to the PROJECT Project. Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Administration Services as detailed herein and in Exhibit A (attached). Construction Administration services reflects 25 working days to final Project completion. Services are proposed on a lump sum basis.
 - a. Contractor Material Submittal Review
 - b. Construction Contract Preparation
 - c. Conduct Preconstruction Meeting
 - e. Review and Approval of Monthly Contractor Pay Request
 - f. Prepare Change Orders (if required)
 - h. Prepare Weekly Inspection Reports
 - i. Conduct Final Inspection and Prepare Punchlist
 - j. Recommend Final Project Acceptance
2. Parkhill to provide RPR services as detailed in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." RPR time reflects 25 working days to final Project completion and proposed on a lump sum basis.

Fee for Proposed Task Order No. 01 services is defined in Exhibit B attached and summarized as follows:

Task 5CON	Lump Sum Fee for Construction Phase and RPR Services	\$ XX,XXX.XX
TOTAL TASK ORDER NO. 01		\$ XX,XXX.XX

We propose to modify the City of CITY and Parkhill agreement dated _____ and provide approved Task 5 services under provisions of attached Exhibit B - Payments to the Engineer, Article B4.01 (Lump Sum Method). Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Article B4.02. Compensation for Tasks 5 services shall not exceed the total noted without Owner's written approval.

If these Task Order No. 01 terms are agreeable, please execute and return one copy to our office. We will take receipt of the signed letter as our Notice to Proceed with these services. We look forward to working with you on completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

PARKHILL

Accepted by:

CITY OF OKEMAH

By _____
Toby Baker, PE
Oklahoma Aviation Lead | Partner

By _____
Kelly West
Mayor

Date _____

TB/bc
Encl

Parkhill

Hourly Rate Schedule

January 1, 2025 through December 31, 2025

Client: _____

Project: _____

Agreement Date: _____

Location: _____

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$67.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$78.00	Architect	\$166.00	Architect	\$259.00
SUPPORT STAFF III	\$108.00	Civil Engineer	\$203.00	Civil Engineer	\$282.00
SUPPORT STAFF IV	\$115.00	Electrical Engineer	\$198.00	Electrical Engineer	\$281.00
SUPPORT STAFF V	\$127.00	Interior Designer	\$148.00	Interior Designer	\$211.00
SUPPORT STAFF VI	\$138.00	Landscape Architect	\$160.00	Landscape Architect	\$226.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$189.00	Mechanical Engineer	\$268.00
Architect	\$135.00	Structural Engineer	\$196.00	Structural Engineer	\$252.00
Civil Engineer	\$147.00	Survey Tech	\$152.00	Professional Land Surveyor	\$202.00
Electrical Engineer	\$150.00	Other Professional	\$146.00	Other Professional	\$219.00
Interior Designer	\$128.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$128.00	Architect	\$202.00	Architect	\$330.00
Mechanical Engineer	\$141.00	Civil Engineer	\$237.00	Civil Engineer	\$340.00
Structural Engineer	\$141.00	Electrical Engineer	\$232.00	Electrical Engineer	\$334.00
Survey Tech	\$120.00	Interior Designer	\$162.00	Interior Designer	\$241.00
Other Professional	\$126.00	Landscape Architect	\$173.00	Landscape Architect	\$290.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$222.00	Mechanical Engineer	\$317.00
Architect	\$146.00	Structural Engineer	\$226.00	Structural Engineer	\$334.00
Civil Engineer	\$165.00	Survey Tech	\$185.00	Professional Land Surveyor	\$202.00
Electrical Engineer	\$170.00	Other Professional	\$172.00	Other Professional	\$277.00
Interior Designer	\$135.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$135.00	Architect	\$246.00		
Mechanical Engineer	\$162.00	Civil Engineer	\$281.00		
Structural Engineer	\$160.00	Electrical Engineer	\$279.00		
Survey Tech	\$130.00	Interior Designer	\$195.00		
Other Professional	\$133.00	Landscape Architect	\$211.00		
		Mechanical Engineer	\$266.00		
		Structural Engineer	\$250.00		
		Professional Land Surveyor	\$198.00		
		Other Professional	\$192.00		



INDEPENDENT OPERATOR AGREEMENT

Glasgow Mobile Aircraft Maintenance LLC

37543 New Hope Road

Tecumseh, OK 74873

Phone: 405-719-1867

Email: operator627@gmail.com

This Agreement

This Independent Operator Agreement ("Agreement") is entered into between Glasgow Mobile Aircraft Maintenance LLC ("Independent Operator") and the Aircraft Owner identified at the time of service, for the purpose of providing aircraft maintenance services at Okemah Airport (KOEMA).

1. Scope of Work

The Independent Operator is authorized to perform mobile aircraft maintenance services for the Aircraft Owner at Okemah Airport. All maintenance actions will be performed in accordance with applicable FAA regulations and manufacturer data.

2. Ramp and Hangar Fees

Any and all fees, charges, or expenses incurred for ramp space, hangar space, tie-down, facility usage, or any airport-imposed costs at Okemah Airport are solely the financial responsibility of the Aircraft Owner.

The Independent Operator shall not be liable for any such expenses.

3. Liability and Insurance Requirements

The Aircraft Owner agrees and acknowledges that their aircraft insurance shall provide full liability coverage for all maintenance actions performed at Okemah Airport. The Independent Operator assumes no liability for damages, losses, or incidents covered by the Aircraft Owner's policy.

4. Independent Contractor Status

Glasgow Mobile Aircraft Maintenance LLC operates solely as an independent contractor. Nothing in this Agreement creates an employer-employee relationship, partnership, or joint venture with Okemah Airport or the Aircraft Owner.

5. Hold Harmless Agreement

The Aircraft Owner agrees to indemnify and hold harmless Glasgow Mobile Aircraft Maintenance LLC from any claims, liabilities, damages, or expenses arising from airport facility usage, aircraft movement, or incidents covered by the Aircraft Owner's insurance.

6. Term and Termination

This Agreement remains in effect for all maintenance services performed at Okemah Airport unless terminated in writing by either party.

7. Acceptance

By approving maintenance services at Okemah Airport, the Aircraft Owner agrees to all terms of this Agreement.

Independent Operator:

Glasgow Mobile Aircraft Maintenance LLC

Signature: _____

Date: _____

Aircraft Owner:

Printed Name: _____

Signature: _____

Date: _____

Airport Manager Approval:

Printed Name: _____

Signature: _____

Date: _____



Okemah Municipal Airport

Transient Hangar Rates

Visiting pilots are always welcome! Our hangars are clean, secure, and ready for your next overnight or short-term stay.

☎ **Manager Ronald L. Gott**
(405) 820-4509

✚ Transient Hangar Storage Rates

- Single-Engine \$ 20/night
- Light Twin: 35/night or \$125/week

∠ Add power for preheat or battery maintainors - \$/night

We appreciate your support of general aviation!



Discounts

- \$ 5 off one night with any fuel purchase

☎ **Kristy Leslie City Manager 918-623-1050**

AFFIDAVIT OF NON-COLLUSION AND VERIFICATION FOR PAYMENT

STATE OF OKLAHOMA)
 :
COUNTY OF OKFUSKEE)

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

The Affiant further certifies the following:

1. That (s)he has been authorized by CITY OF OKEMAH to submit the attached invoice(s) in the amount of \$3000.00 The enclosed invoice(s) has been signed and dated by the authorizing official.
2. That the attached invoice(s) was approved by the governing body of OKEMAH on the 24TH day of NOVEMBER, 2025
3. That State and Federal laws have been complied with and that the use of these funds is not prohibited by State or Federal law.

Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

(SEAL)
My Commission Expires:

**MAKE SURE THAT YOU HAVE SIGNED
THE INVOICE ALSO. REQUIREMENT PER
STATE AUDITOR.**



13145 CR 1590
Ada, OK 74820

Invoice

Date	Invoice #
11/19/25	4701

Bill To

City of Okemah
502 W. Broadway
Okemah OK 74859

Phone # 580-332-5000
Fax # 580-332-7000
adaaggregates@gmail.com

P.O. No.	Terms	Project
26-0343	Net 30	

Quantity	Description	Rate	Amount
22.31	TK#78016 11/03/25 2-3" CR	11.00	245.41
22.31	TK#78016 11/03/25 Delivery	22.617	504.59
22.31	TK#78059 11/04/25 1 1/2" Crusher Run	11.00	245.41
22.31	TK#78059 11/04/25 Delivery	22.617	504.59
22.31	TK#78087 11/04/25 1 1/2" Crusher Run	11.00	245.41
22.31	TK#78087 11/04/25 Delivery	22.617	504.59
22.31	TK#78123 11/05/25 1 1/2" Crusher Run	11.00	245.41
22.31	TK#78123 11/05/25 Delivery	22.617	504.59
			\$3,000.00

REAP CONTRACT CLOSEOUT CERTIFICATION

Entity Name OKEMAH

Contract Number 2024-2025 REAP Fund #25

I. FINAL CASH RECONCILIATION

- A. **Total Accrued Expenditures** under this Contract \$54,629.14
- B. I certify that the expenditures reported are taken from the original books of account and that such expenditures are valid and consistent with the terms of this contract.

II. RELEASE

- A. Pursuant to the terms of this contract and in consideration of the **Total Accrued Expenditures** referred to in Line A above which have been paid or will be paid to the Contractor under this contract, Contractor, upon payment of any remaining balance by COEDD does remise, release, and discharge the State of Oklahoma, COEDD, and their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the performance of this contract.
- B. I understand that the **Total Accrued Expenditures** certified in Line A above will become the final total obligated amount of this contract.

III. ASSIGNMENT OF REFUNDS, REBATES, AND CREDIT

Pursuant to the terms of this contract and in consideration of payment of costs as provided in said contract, Contractor does hereby:

- A. Assign, transfer, set over and release to COEDD all right, title and interest to all refunds, rebates, and credits or other amounts, including any interest thereon arising out of the performance of this contract, together with all rights of action accrued or which may accrue thereunder.
- B. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts, including any interest thereon, due or which may become due, and to forward promptly by **check** made payable to COEDD any proceeds so collected.
- C. Agree to cooperate fully with COEDD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due, including any interest thereon; to execute any protest, pleading, application, power of attorney or documents in connection therewith; and to permit COEDD to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

Subscribed and Sworn Before Me

This date of _____, 20_____.

Signature of Authorized Official

Notary Public (or Clerk of Judge)

Typed Name and Title

My Commission Expires:

Date

REGULAR MEETING OKEMAH ECONOMIC DEVELOPMENT AUTHORITY

WHEN: MONDAY, NOVEMBER 24, 2025 @ 6:15 P.M.

PLACE: OKEMAH CITY HALL, 502 WEST BROADWAY, OKEMAH, OK

AGENDA:

- 1) FLAG SALUTE AND ROLL CALL**
- 2) MEETING CALLED TO ORDER AND DECLARATION OF QUORUM.**
- 3) APPROVAL OF MINUTES.**
- 4) APPROVAL OF PURCHASE ORDERS.**
- 5) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE THE SCHEDULE OF REGULAR MEETINGS OF THE OKEMAH ECONOMIC DEVELOPMENT AUTHORITY FOR 2026.**
- 6) ECONOMIC UPDATE.**
- 7) CITY MANAGERS COMMENT.**
- 8) COMMENTS AND INQUIRIES FROM BOARD MEMBERS.**
 - RONNIE LUCAS-WARD I**
 - DARLENE FOX-WARD II**
 - KELLY WEST-WARD III**
 - RON GOTT-WARD IV**
 - WAYNE BACON-AT-LARGE**
- 9) ADJOURNMENT.**

This agenda was posted in public view at the Okemah City Hall, 502 West Broadway, Okemah, OK prior to 6:15 p.m. on November 21st 2025.

Relena Haddox

Relena Haddox, City Clerk

CITY OF OKEMAH

REGULAR MEETING – ECONOMIC DEVELOPMENT AUTHORITY MINUTES

September 22, 2025 – 6:15 p.m.

Okemah City Hall, 502 West Broadway, Okemah, Oklahoma

1. FLAG SALUTE AND CALL TO ORDER

The Chairman, Kelly West, called the meeting to order.

2. ROLL CALL

Trustees present: Darlene Fox; Kelly West; Ron Gott; Wayne Bacon.

Absent: Ronnie Lucas.

A quorum was present.

3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

Motion: Wayne Bacon; Second: Ron Gott.

Vote: Yes – All. Motion carried.

4. APPROVAL OF PURCHASE ORDERS

Motion: Ron Gott; Second: Wayne Bacon.

Vote: Yes – All. Motion carried.

5. APPROVAL OF BIGTIME BILLBOARDS LEASE

Motion: Wayne Bacon; Second: Ron Gott to approve lease with Bigtime Billboards, with payment being an advertising spot on the board.

Vote: Yes – All. Motion carried.

6. ECONOMIC UPDATE

- Creative Creations opening this weekend.

7. CITY MANAGER COMMENTS

Kristy spoke on the Hall of Fame event on October 18th at 6:30 p.m.; contact Carl Alls for information.

8. BOARD MEMBER COMMENTS

- Darlene Fox: Spoke on the upcoming airport ribbon cutting and the aviation class.
- Ronnie Lucas: Absent.
- Kelly West: None.
- Ron Gott: None.
- Wayne Bacon: None.

9. ADJOURNMENT

Motion: Ron Gott; Second: Wayne Bacon to adjourn.

Vote: Yes – All. Motion carried.

Meeting adjourned at 7:06 p.m.

Relena Haddox, City Clerk

Kelly West, Chairman

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		ADMINISTRATION				
26-0380	01-1534	TBF-TYLER BUSINESS FORMS	ERPRO 10 AP CHECK STOCK	11/2025	107779	24.94
DEPARTMENT TOTAL:						24.94
FUND TOTAL:						24.94

OKEMAH ECONOMIC DEVELOPMENT AUTHORITY

CALENDAR OF MEETINGS FOR 2026



502 WEST BROADWAY
OKEMAH, OKLAHOMA
74859

MONDAY	January 26, 2026	6:15 P.M.
MONDAY	February 23, 2026	6:15 P.M.
MONDAY	March 23, 2026	6:15 P.M.
MONDAY	April 27, 2026	6:15 P.M.
THURSDAY	May 28, 2026	6:15 P.M.
MONDAY	June 22, 2026	6:15 P.M.
MONDAY	July 27, 2026	6:15 P.M.
MONDAY	August 24, 2026	6:15 P.M.
MONDAY	September 28, 2026	6:15 P.M.
MONDAY	October 26, 2026	6:15 P.M.
MONDAY	November 23, 2026	6:15 P.M.
MONDAY	December 28, 2026	6:15 P.M.

Person filing notice:

Name: Relena Haddox

Title: City Clerk

Address: 502 West Broadway, Okemah OK 74859

Phone #: 918-623-1050 #5

Filed in the office of the municipal clerk at 8:00 a.m. on the 1st day of December 2025

Signed: _____
Relena Haddox, City Clerk

SPECIAL MEETING OKEMAH UTILITIES AUTHORITY

WHEN: MONDAY, NOVEMBER 24, 2025 @ 6:20 P.M.

PLACE: OKEMAH CITY HALL, 502 WEST BROADWAY, OKEMAH, OK

AGENDA:

- 1) MEETING CALLED TO ORDER AND FLAG SALUTE.**
- 2) ROLL CALL AND DECLARATION OF QUORUM.**
- 3) APPROVAL OF PURCHASE ORDERS.**
- 4) CONSIDER AND TAKE NECESSARY ACTION ON THE WATER TREATMENT PROJECT.**
- 5) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE THE OKEMAH UTILITIES AUTHORITY HOLIDAY SCHEDULE FOR 2026.**
- 6) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE THE SCHEDULE OF REGULAR MEETINGS OF THE OKEMAH UTILITIES AUTHORITY FOR 2026.**
- 7) DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS:**
 - 17TH STREET LIFT STATION.**
 - 3RD STREET WATERMAIN UPGRADE.**
 - WASTEWATER TREATMENT PLANT**
- 8) CITY MANAGER COMMENTS.**
- 9) COMMENTS AND INQUIRIES FROM BOARD MEMBERS.**
 - RONNIE LUCAS-WARD I**
 - DARLENE FOX-WARD II**
 - KELLY WEST-WARD III**
 - RON GOTT-WARD IV**
 - WAYNE BACON-AT-LARGE**

10) ADJOURNMENT.

This agenda was posted in public view at the Okemah City Hall, 502 West Broadway, Okemah, OK prior to 6:20 p.m. on November 21st, 2025.



Relena Haddox, City Clerk

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11						
26-0336	01-1141	HUNZICKER BROTHERS, INC.	8' T8 BULBS, 4' BULBS	11/2025	S2727257.001	35.55
26-0381	01-1463	DON'S COPIERS	10/13/25-11/12/25 LEASE	11/2025	195426	96.73
26-0380	01-1534	TBF-TYLER BUSINESS FORMS	ERPRO 10 AP CHECK STOCK	11/2025	107779	112.23
26-0378	01-1917	AMAZON CAPITAL SERVICES	BLUE COPY PAPER	11/2025	17HT-MRY6-GFFH	22.34
26-0350	01-2031	WHAT BUGS YA?	NOVEMBER 2025 MAINTENANCE	11/2025	7828	8.12
DEPARTMENT TOTAL:						274.97
DEPARTMENT: 20						
26-0366	01-1038	DEQ - DEPT OF ENVIRONMENTAL	TEMP WATERWORKS	11/2025	TOC 4509173	62.00
26-0341	01-1048	FOUR SEASONS	DRAFT & BLOWER MOTOR	11/2025	20086	1,400.00
26-0357	01-1461	HAWKINS INC.	CHEMICALS	11/2025	7253622	9,590.17
26-0376	01-1671	ERT - ENVIRONMENTAL RESOURCE	HAA5 & THM'S ANALYSIS	11/2025	106454	700.00
DEPARTMENT TOTAL:						11,752.17
DEPARTMENT: 21						
26-0356	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 11/10/25-11/16/25	11/2025	NP69488589	25.09
26-0354	01-1056	JAMES SUPPLIES & RENTAL CO.	11/2025-11/2026 LEASE	11/2025	03129647	55.00
26-0382	01-1088	OKLAHOMA ONE CALL SYSTEM, I	11/1/24-10/31/25 SVC FEE	11/2025	2025M1148	467.08
26-0359	01-1188	SHARPE'S DEPARTMENT STORE	WORK BOOTS	11/2025	248067	184.99
26-0323	01-1501	BANKCARD CENTER, INC (VISA)	REPAIR SAWZALL	11/2025	SV8396409	65.14
26-0271	01-2011	CORE & MAIN LP	6" HIGH MAX VALVE	11/2025	CNV1000018521	2,780.00
DEPARTMENT TOTAL:						3,577.30
DEPARTMENT: 22						
26-0084	01-1132	OWRB - OKLAHOMA WATER RESOU	2025 INSPECTION FEE	11/2025	2025-06/10-13	350.00
26-0068	01-1482	CEC INFRASTRUCTURE SOLUTION	2025 DAM INSPECTION	11/2025	202511143	1,590.00
DEPARTMENT TOTAL:						1,940.00
DEPARTMENT: 23						
26-0344	01-1103	WATER TECH INCORPORATED	DEWATERING POLYMER	11/2025	171166	1,125.00
26-0336	01-1141	HUNZICKER BROTHERS, INC.	8' T8 BULBS, 4' BULBS	11/2025	S2727257.001	390.00
26-0349	01-1671	ERT - ENVIRONMENTAL RESOURCE	FECAL COLIFORM TESTING	11/2025	63735	130.00
DEPARTMENT TOTAL:						1,645.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 24		SEWER COLLECTION				
26-0356	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 11/10/25-11/16/25	11/2025	NP69488589	97.40
26-0354	01-1056	JAMES SUPPLIES & RENTAL CO.	11/2025-11/2026 LEASE	11/2025	03129647	55.00
26-0382	01-1088	OKLAHOMA ONE CALL SYSTEM, I	11/1/24-10/31/25 SVC FEE	11/2025	2025M1148	467.08
DEPARTMENT TOTAL:						619.48
FUND TOTAL:						19,808.92

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21		WATER DISTRIBUTION				
26-0326	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 10/27/25-11/2/25	11/2025	NP69414902	84.89
26-0346	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 11/3/25-11/9/25	11/2025	NP69456621	10.86
DEPARTMENT TOTAL:						95.75
DEPARTMENT: 24		SEWER COLLECTION				
26-0326	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 10/27/25-11/2/25	11/2025	NP69414902	139.88
26-0346	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 11/3/25-11/9/25	11/2025	NP69456621	71.21
DEPARTMENT TOTAL:						211.09
DEPARTMENT: 26		SANITATION				
26-0342	01-2018	GREEN ENVIRONMENTAL SERVICE	OCTOBER 2025 TRASH SVC	11/2025	155961	50,671.44
DEPARTMENT TOTAL:						50,671.44
FUND TOTAL:						50,978.28



OKEMAH UTILITIES AUTHORITY
CALENDAR OF MEETINGS FOR 2026
502 WEST BROADWAY
OKEMAH, OKLAHOMA
74859

MONDAY	January 12, 2026	6:15 P.M.
MONDAY	February 9, 2026	6:15 P.M.
MONDAY	March 9, 2026	6:15 P.M.
MONDAY	April 13, 2026	6:15 P.M.
MONDAY	May 11, 2026	6:15 P.M.
MONDAY	June 8, 2026	6:15 P.M.
MONDAY	July 13, 2026	6:15 P.M.
MONDAY	August 10, 2026	6:15 P.M.
MONDAY	September 14, 2026	6:15 P.M.
THURSDAY	October 15, 2026	6:15 P.M.
MONDAY	November 9, 2026	6:15 P.M.
MONDAY	December 14, 2026	6:15 P.M.

Person filing notice:

Name: Relena Haddox

Title: City Clerk

Address: 502 West Broadway, Okemah OK 74859

Phone #: 918-623-1050 #5

Filed in the office of the municipal clerk at 8:00 a.m. on the 1st day of December 2025

Signed: _____
Relena Haddox, City Clerk