

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

November 14, 2022

6:00 P.M.

**COUNCIL CHAMBERS
113 N ELM ST
SALLISAW OK 74955**

A G E N D A

- 1. Meeting Called to Order**
- 2. Declaration of a Quorum**
- 3. Removal of any Item from the Consent Agenda**
- 4. Consent Agenda**
 - (a) Consider Approval of Minutes of Regular Meeting of October 10, 2022
 - (b) Acknowledge Invoice Paid Report for October, 2022
 - (c) Acknowledge Mayor's Reappointment of Mr. Carrol Copeland to the Sallisaw Library Board for a Three-year Term, Expiring November 2025.
 - (d) Acknowledge Military Service Credit on Retirement for Charles Richardson
- 5. Consider any Item Removed from the Consent Agenda**
- 6. Discuss and Consider Approval of Regular Meeting Dates for Calendar Year 2023**
- 7. Recieve Presentation Regarding Public Cruise Night Events Held in the City of Sallisaw; Possible Direction to Staff**

- 8. Discuss and Consider Approval of Purchase of One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck From J&R Equipment, LLC of Oklahoma City, OK, in the Amount of \$285,000.**
- 9. Discuss and Consider Approval of Resolution 2022-28; *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment***
- 10. Discuss and Consider Authorizing the Transfer of Certificate of Title for One (1) 2005 Dodge Pickup S15, VIN 1D7HA16DX5J621401, to Wayne Moody**
- 11. Discuss and Consider Approval of Resolution No. 2022-29; A Resolution Authorizing Application for American Rescue Plan Act (ARPA) Grant Funding From the Oklahoma Water Resource Board (OWRB)**
- 12. Discuss and Consider Approval of Ordinance No. 2022-12; An Ordinance Amending Chapter 94, Article III Section 94-170 (b), To The Sallisaw Code of Ordinances, Repealing Section 94-170 (b) and Adopting and Enacting the Following New Section 94-170 (b) to the Sallisaw Code of Ordinances; and, Declaring an Emergency**
- 13. Discuss and Consider Approval of Purchase Order No. 91298, Issued to Border States Electric Supply of Joplin, MO, *in an amount not to exceed \$40,000.00*, for the Purchase of Three (3) 200 amp Trip Saver Recloser(s) and Ten (10) 110 amp Trip Saver Recloser(s)**
- 14. Discuss and Consider Approval of Ordinance 2022-13; An Ordinance Repealing Article IV, Section 102-223.1.b of Chapter 102 of the Code Of Ordinances of the City Of Sallisaw and Adding A New Article IV, Section 102-233.1.b to Chapter 102 of the City of Sallisaw Code Of Ordinances; and, Declaring An Emergency.**
- 15. Acknowledge and Approve Purchase Order No. 91020, Issued to SignalTek of Oklahoma City, Oklahoma, in the amount of \$29,209.87 for I-40 Exit 308 Light Repairs.**
- 16. Discuss and Consider Approval of The Master Agreement for Professional Services between the City of Sallisaw and Garver, LLC for Professional**

Services at the Sallisaw Municipal Airport

- 17. Discuss and Consider Approval of Work Order No. 1 Between the City of Sallisaw and Garver, LLC in the Amount of \$63,830.00 for Professional Services in Accordance with the Provisions of the Master Agreement for Professional Services**
- 18. Discuss and Consider Approval of Planning Commission Case No. PC 2022-011; Plat Presentation of Drake Prairie Estates by Richard and Ladonna Mosby and Jimmy Blanton**
- 19. Discuss and Consider Approval of Planning Commission Case No. PC 2022-012; Rezoning Request from Agriculture (A-1) to Residential (R-1) by Richard and Ladonna Mosby and Jimmy Blanton; and, Ordinance 2022-14 with Emergency Clause**
- 20. Discuss and Consider Approval of Resolution 2022-30; A Resolution Providing for Updates to the City of Sallisaw Master Fee Schedule**
- 21. Discuss and Consider Approval of Administrative Policy 1.005.00, Revision 3, Healthy Work Vision Policy**
- 22. Receive Update on Current and Future Projects; Possible Direction to Staff**
- 23. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff**
- 24. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff**
- 25. Administrative Reports**
- 26. Adjourn**

Posted: NOVEMBER 9, 2022
Time: 10:30 A.M.

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
OCTOBER 10, 2022

The Board of Commissioners met in a regular meeting on October 10, 2022, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by posting at city hall on October 6, 2022 at 11:00 am; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	John R. Montgomery, Kim Jamison, Robin Haggard, Keith Miller, Terry Franklin, George Bormann, Jessica Robertson, Christian Sizemore, Skylar Fullbright, Chris Carter, John Weber, Ben Spyres,	City Attorney City Clerk Director of Finance Building Development Director Chief of Police Economic Development Director Business Support Manager Network Manager Grants Specialist Senior Code Inspector Captain Computer Technician
Others present:	Jerry Cook; Shelldon Miggletto; Steven Armstrong; Tom Dougherty; Lynn Adams; Brandon and Courtney Shockey; Ryon and Bobbi Mefford; Bailey Carter; Josh Emerson; Keith Chandler; Doug Shockey; Others Unidentified	

1. Meeting Called to Order

Mayor Martens called the meeting to order at 6:00 p.m.

2. Declaration of a Quorum

A Quorum was declared present.

3. Presentation of Journeyman Certificate to Trey Wiley, Bailey Carter, and Brandon Shockey by Tom Dougherty with MESO

Tom Dougherty presented Trey Wiley, Bailey Carter, and Brandon Shockey with their Journeyman Certificates and congratulated them on their accomplishment.

4. Removal of any Item from the Consent Agenda

None.

5. Consent Agenda

a Consider Approval of Minutes of Regular Meeting of September 12, 2022 and Special Meeting of September 29, 2022

b Acknowledge Invoice Paid Report for September 2022

c Acknowledge Mayor's Appointment of Brady Bauer to the Sallisaw Planning Commission For a Three (3) Year Term, Ending October 2025

Motion was made by Lowe, seconded by Peerson, for approval of the consent agenda.

Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

6. Consider any Item Removed from the Consent Agenda

None.

7. Receive Presentation from Erin Nix, BHS, MHA with Cherokee Elder Care,

Tahlequah, Oklahoma Concerning Raising Awareness of Programs Offered in Our Area

Ms. Nix was not present.

8. Discuss and Consider Approval of Resolution 2022-27; *A Resolution to Notify the Secretary of the County Election Board of Sequoyah County, Oklahoma to Conduct Election*

Motion was made by Peerson, seconded by Lowe, for approval of Resolution 2022-27; A resolution to Notify the Secretary of the County Election Board of Sequoyah County to Conduct an Election. Vote: Peerson aye; Lowe aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

9. Acknowledge Updated Audit Engagement Letters With Foresight Advisory and Consulting of Oklahoma City, OK

Motion was made by Mendiola, seconded by Bailey, to acknowledge updated audit engagement letters with Foresight Advisory and Consulting. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

10. Discuss and Consider Approval of Lease Agreement Between Paul Gambill II and the City of Sallisaw For Lease of Airport Hangar

Motion was made by Bailey, seconded by Mendiola, for approval of the Lease Agreement between Paul Gambill II and the City of Sallisaw for Lease of Airport Hangar. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

11. Discuss and Consider Approval of Ordinance 2022-10; An Ordinance Repealing Article I, Section 10-8 of Chapter 10 of The Code of Ordinances of The City of Sallisaw And Adding A New Article I, Section 10-8 To Chapter 10 of The City of Sallisaw Code of Ordinances And Declaring An Emergency

Motion was made by Peerson, seconded by Mendiola, for approval of Ordinance 2022-10; An Ordinance Repealing Article I, Section 10-8 of Chapter 10 of the Code of Ordinances of the City of Sallisaw and adding a new Article I, Section 10-8 to Chapter 10 of the City of Sallisaw Code of Ordinances. Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0. Motion was made by Peerson, seconded by Mendiola, for approval of the emergency clause. Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

12. Discuss and Consider Approval of Ordinance 2022-11; An Ordinance Repealing Article IV, Section 102-223.1 of Chapter 102 of The Code of Ordinances of The City of Sallisaw And Adding a New Article IV, Section 102-223.1 to Chapter 102 of The City of Sallisaw Code of Ordinances And Declaring An Emergency

Motion was made by Mendiola, seconded by Bailey, for approval of Ordinance 2022-11; An Ordinance Repealing Article IV, Section 102-223.1 of Chapter 102 of the Code of Ordinances of the City of Sallisaw and adding a new Article IV, Section 102-223.1 to Chapter 102 of the City of Sallisaw Code of Ordinances. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Motion was made by Mendiola, seconded by Bailey, for approval of the emergency clause. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

13. Receive Update on Current and Future Projects; Possible Direction to Staff

Keith Miller updated the Board on the City's projects. WWTP Bar Screen Replacement - Project is almost complete. All the utilities are run. We are in the process of scheduling the start up of the bar screen motors with the manufacturer. We are currently in by-pass mode. Once this is complete, the bar screen will be in service and the project will be complete. Sewer Project - Almost complete. One manhole failed. It will have to be dug up and removed, then replaced. The concrete was porous and they were unable to get it sealed off. The only option was to pull it out and replace it. Lift Station #4 - Has structural failure and will require redesign and replacement. This may require acquisition of property. We will be working with engineer and surveyor. Once everything is together, it will be brought back for approval. Oak Street Crosswalk - SignalTek has not received confirmation of when the components will be shipped. Main Street Light Project - Confirmation has been received that lights will ship in December. We will work with Main Street on getting the concrete cut out. Lights should be installed after the first of the year. Police Department - Container has been leveled and ready to go. When we finish with other projects, we will work on getting storage container ready to go so they can move. Then plans will be made for a demo. Airport Fueling Light - Light is in. The base is complete and the circuit will be tied in. Swimming Pool - PDG is nearing 30% complete on their design work. They will be sending those documents for review and we should have them by the first part of November. They will then start on the 65% plan. The 95% completed plans should be ready in January. We should be able to go out for bids at the end of February or the first part of March. We hope to begin construction the end of April to early May. Landfill Expansion - Crews are working to clear so work can begin on Site A, which is already permitted. Badger Lee Water Project - Water extension project, there is currently a 3 mile area on a 2" line. We are working with our engineer to get a plan together to replace the line. Working on design and necessary easements. Hwy 59 - Plans have been sent to the consultant with ODOT and are currently being reviewed. No direction was given to staff.

14. Receive Update on the Financial Status of the City and Activities of the Finance

Department; Possible Direction to Staff

Robin Harggard noted that RS Meacham submitted the rough draft of the audit which city staff is currently reviewing. Also, it has been forwarded to FSW&B. Sales and use tax remains positive. No direction given to staff.

15. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff

George Bormann gave an update on Economic Development and Grant Activities. The ODVA will return to full work on the 17th. There have been setbacks, equipment delays, and problems with design, all has been worked out. There is a new architect on board.

We are still receiving interest from regional brands. The call center has added 25 more seats. **Economic Development** - 10 Box grand opening will be November 16th.

Continue to have meetings with developers. **Grants** - Received a CDBG for the leachate lines at the Landfill for around \$600,000.00. Bullet Proof Vest through the Ballistic Vest Partnership with the Department of Justice was renewed for 2022. North Substation - completed the EDA close out. 50% was funded. **Airport** - AWOS replacement will be 95% funded by the Oklahoma Aeronics Commission. Will be meeting with the FAA regarding funding. We have applied, through Garver, for a terminal grant project. If approved, 95% would be funded. Also, working on a TAP grant for Elm Street Crosswalk, 85% of the project would be funded if approved. Funding has been approved for the Senior Van in the amount of \$144,000.00. He noted that over 4 million had been received in grant funding. This includes Sallisaw NOW funding. No direction was given to staff.

16. Administrative Reports

Robin noted that the Main Street event was well attended. She recognized the Sallisaw Band for winning State. She recognized Skylar Fullbright for her work for Public Power Week. She introduced Ben Spyres, our new Computer Technician. She made note of the Brushy Lake water levels. Chief Franklin introduced our new police officers; Evert Jasna; Dale Chew; Rebecca Greer; Wesley McGuirt; Jarret Cannon; Travis Reed.

17. Adjourn

Motion was made by Lowe, seconded by Peerson, to adjourn the meeting there being no further business. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. Meeting ended at 6:27 p.m.

Approved this **14th** day of **November, 2022**.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

Memorandum

To: All Employees
From: Kim Jamison, City Clerk
Subject: Military Service Credit
Date: July 23, 2022

Service credit for benefit purposes (not vesting) under the City's retirement plan shall include the last continuous period of service in the uniformed services, provided that:

- Participants make a written application requesting such credit.
- Credited service shall not exceed two (2) years.
- Participant must provide written proof of services, DD214.
- Service in the uniformed services shall mean full time active duty in the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

If you have military service that you desire to be included in the calculations for your retirement benefits under the City's retirement plan, sign the bottom of this memorandum as your application and return this memorandum along with a copy of your DD214 to my office.

Application Signature of Participant:

FR Richardson

Date:

10-25-22

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Calendar Year 2023 Regular Meeting Dates

ITEM TITLE: Discuss and Consider Approval of Regular Meeting Dates for Calendar Year 2023

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: The City Clerk has reviewed the 2023 calendar and finds no conflicts. Staff recommends the Regular Meetings of the Board of City Commissioners be scheduled for the 2nd Monday of each month, beginning at 6:00 p.m.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of regular meeting dates for calendar year 2023.

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Cruise Nights

ITEM TITLE: Recieve Presentation Regarding Public Cruise Night Events Held in the City of Sallisaw; Possible Direction to Staff

INITIATOR: City Manager
Mayor

STAFF INFORMATION SOURCE: City Manager
Chamber of Commerce
Sallisaw Main Street

BACKGROUND: A group representing citizens who participate in cruise nights will address the board about concerns and ideas to make the cruise events more successful.

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE: NA

RECOMMENDATION: Recieve presentation, possible direction to staff.

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Purchase of Side Load Sanitation Truck

ITEM TITLE: Discuss and Consider Approval of Purchase of One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck From J&R Equipment, LLC of Oklahoma City, OK, in the Amount of \$285,000.

INITIATOR: City Manager
Solid Waste Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: J&R Equipment

BACKGROUND: Staff has recently tested a side load sanitation truck. The purpose of the test was to see how well a dual axle truck this size would operate in the community and on our streets. The truck has operated well, and is capable of servicing about 80% of our sanitation customers. Given the results of the test, staff would like to proceed with purchasing this unit. The truck is in excellent condition and has been used as a demo unit by J&R Equipment. The current mileage on the unit is 30,904. The approximate cost of this unit if ordered today would be \$410,000.00.

EXHIBITS: 1. SALLISAW DEMO QUOTE
2. Side Load Photos

KEY ISSUES:

- The side load truck will be more efficient. It will only require one operator.
- We will still continue to use the rear load trucks, but will be able to staff with three operators. This will allow a faster and safer operation. It will also free up personnel for the Curbie truck.
- Future plans will include the purchase of a smaller, single axle side load truck for areas the larger truck will not serve.

FUNDING SOURCE: Capital Improvement Fund GL 30-502-57710. The unit will be purchased via a 48-month lease purchase agreement. \$50,000 has been budgeted for the first year lease purchase. We estimate monthly payments to be approximately \$6,511 per month.

RECOMMENDATION: Staff recommends approval of the purchase.

INVOICE



J&R Equipment LLC.

dba J&R Environmental Truck Sales
8800 S.W. 8th Street
Oklahoma City, OK 73128

Phone: 405-495-5110
Toll Free: 888-858-9668
Fax: 405-495-5112

Invoice:
Invoice Date: **10/31/2022**

Branch: **OKC**
Department: **NEW**

Bill-To:

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Year:2020 VIN: 3BPDL70X4LF105225

P/O:

Salesperson: ANGELA ALLEN

+ SOLD UNIT(S)

Make: **LABRIE**

Model: **AUTOMIZER**

Make: **PETERBILT**

Model: **520**

Total Sold Unit(s): \$285,000.00

Total FET: \$0.00

Total: \$285,000.00

Net: \$285,000.00

Balance Due: \$285,000.00

Remit Balance Due To:

J&R EQUIPMENT - OKLAHOMA CITY
8800 S.W. 8TH STREET
OKLAHOMA CITY, OK 73128

DEALER ACCEPTANCE

DATE

CUSTOMER SIGNATURE

DATE



AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Resolution Authorizing Execution of Lease Purchase Agreement

ITEM TITLE: Discuss and Consider Approval of Resolution 2022-28; *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment*

INITIATOR: Purchasing Agent
City Clerk

STAFF INFORMATION SOURCE: Purchasing Agent
City Clerk

BACKGROUND: Approval of Resolution 2022-28 will allow staff to move forward with lease purchase paperwork for the new side load sanitation truck approved in the above item. This lease purchase will be for 48 months.

EXHIBITS: 1. 2022-28 - Side Load Sanitation Truck
2. City Loan Bids
3. City of Sallisaw bids sanitation truck (002)

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2022-28

RESOLUTION NO. 2022-28

**A RESOLUTION AUTHORIZING EXECUTION
OF A LEASE PURCHASE AGREEMENT
ON EQUIPMENT**

WHEREAS, the City of Sallisaw is in need of one (1), Side Load Sanitation Truck, and

WHEREAS, the City of Sallisaw has an opportunity to enter into a lease purchase agreement on one (1), 2020 Peterbilt Model 520 Side Load Sanitation Truck, with J&R Equipment, LLC of Oklahoma City, Oklahoma, in the amount of \$285,000.00 and does not desire to purchase said equipment with cash.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Sallisaw, Oklahoma:

That the City of Sallisaw, Oklahoma lease from J&R Equipment, LLC., of Oklahoma City, Oklahoma, according to the terms of a certain lease purchase agreement for a term of forty-eight (48) months, and renewable thereafter, with a purchase price of \$285,000.00 set forth therein, one (1), 2020 Peterbilt Model 520 Side Load Sanitation Truck.

BE IT FURTHER RESOLVED THAT THE SAID BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, finds, determines and declares that Ernie Martens, Mayor of the City of Sallisaw, be and he is hereby authorized and directed to execute said lease purchase agreement for the City of Sallisaw, Oklahoma.

PASSED AND APPROVED this 14th day of November, 2022.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)



115 East Choctaw
Ph. 918-775-6241

P.O. Box 525
Fax 918-775-4194

Sallisaw, OK 74955
www.sallisawok.org

November 01, 2022

TO: National Bank of Sallisaw

The Board of City Commissioners has authorized city staff to purchase by lease purchase, Resolution 2021-04, **One (1) 2020 Peterbuilt 520 Side Load Sanitation Truck** and to obtain quotes on the interest rate for **36 months on \$285,000.00**. This unit is currently available and ready for delivery.

You are respectfully invited to submit a proposal on funds for the lease purchase of the above equipment as follows:

"We propose to enter into a lease purchase with the City of Sallisaw on the above equipment for the amount of \$285,000.00 at an interest rate of 3.95 % for **36 months** with the first payment due on December 20, 2022. Remaining payments will be made no later than the 20th of each month."

National Bank of Sallisaw

By: [Signature]
Title: Pres.
Date: 11/3/22

Please submit your quote by **10:00 A.M. on Friday, November 4, 2022**, at which time quotes will be opened by city staff. **Please note that the City of Sallisaw utilizes lease purchase paperwork that meets the laws of the State of Oklahoma.** These forms will be required use for this agreement.

If you have questions regarding this invitation to quote, please contact me at the above telephone number. If you wish to pass on this invitation, please contact me upon receipt of this letter.

Thank You,

[Signature]
Randy Sizemore
Purchasing Agent



115 East Choctaw
Ph. 918-775-6241

P.O. Box 525
Fax 918-775-4194

Sallisaw, OK 74955
www.sallisawok.org

November 01, 2022

TO: National Bank of Sallisaw

The Board of City Commissioners has authorized city staff to purchase by lease purchase, Resolution 2021-04, **One (1) 2020 Peterbuilt 520 Side Load Sanitation Truck** and to obtain quotes on the interest rate for **48 months on \$285,000.00**. This unit is currently available and ready for delivery.

You are respectfully invited to submit a proposal on funds for the lease purchase of the above equipment as follows:

"We propose to enter into a lease purchase with the City of Sallisaw on the above equipment for the amount of \$285,000.00 at an interest rate of 4.50 % for **48 months** with the first payment due on December 20, 2022. Remaining payments will be made no later than the 20th of each month."

National Bank of Sallisaw

By: 

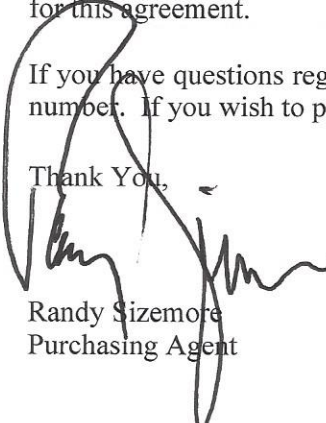
Title: Pres.

Date: 11/3/22

Please submit your quote by **10:00 A.M. on Friday, November 4, 2022**, at which time quotes will be opened by city staff. **Please note that the City of Sallisaw utilizes lease purchase paperwork that meets the laws of the State of Oklahoma.** These forms will be required use for this agreement.

If you have questions regarding this invitation to quote, please contact me at the above telephone number. If you wish to pass on this invitation, please contact me upon receipt of this letter.

Thank You,


Randy Sizemore
Purchasing Agent

INVOICE



J&R Equipment LLC.

dba J&R Environmental Truck Sales
8800 S.W. 8th Street
Oklahoma City, OK 73128

Phone: 405-495-5110
Toll Free: 888-858-9668
Fax: 405-495-5112

Invoice:
Invoice Date: **10/31/2022**

Branch: **OKC**
Department: **NEW**

Bill-To:

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Year:2020 VIN: 3BPD70X4LF105225

P/O:

Salesperson: ANGELA ALLEN

+ SOLD UNIT(S)

Make: **LABRIE**

Model: **AUTOMIZER**

Make: **PETERBILT**

Model: **520**

Total Sold Unit(s):	\$285,000.00
Total FET:	\$0.00
Total:	\$285,000.00
Net:	\$285,000.00

Balance Due:	\$285,000.00
---------------------	---------------------

Remit Balance Due To:

J&R EQUIPMENT - OKLAHOMA CITY
8800 S.W. 8TH STREET
OKLAHOMA CITY, OK 73128

DEALER ACCEPTANCE

DATE

CUSTOMER SIGNATURE

DATE

Page 1 of 1



115 East Choctaw
Ph. 918-775-6241

P.O. Box 525
Fax 918-775-4194

Sallisaw, OK 74955
www.sallisawok.org

November 01, 2022

TO: Firstar Bank of Sallisaw

The Board of City Commissioners has authorized city staff to purchase by lease purchase, Resolution 2021-04, **One (1) 2020 Peterbuilt 520 Side Load Sanitation Truck** and to obtain quotes on the interest rate for **48 months on \$285,000.00**. This unit is currently available and ready for delivery.

You are respectfully invited to submit a proposal on funds for the lease purchase of the above equipment as follows:

"We propose to enter into a lease purchase with the City of Sallisaw on the above equipment for the amount of \$285,000.00 at an interest rate of 5.11 % for 48 months with the first payment due on December 20, 2022. Remaining payments will be made no later than the 20th of each month."

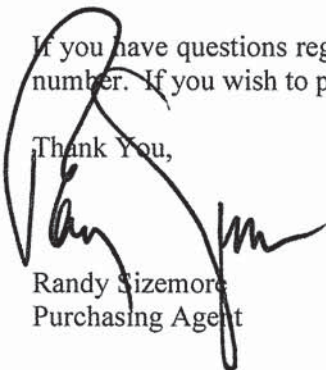
Firstar Bank of Sallisaw

By: *E. Ka*
Title: *SVP, Community Bank President*
Date: *11-2-2022*

Please submit your quote by **10:00 A.M. on Friday, November 4, 2022**, at which time quotes will be opened by city staff. **Please note that the City of Sallisaw utilizes lease purchase paperwork that meets the laws of the State of Oklahoma.** These forms will be required use for this agreement.

If you have questions regarding this invitation to quote, please contact me at the above telephone number. If you wish to pass on this invitation, please contact me upon receipt of this letter.

Thank You,


Randy Sizemore
Purchasing Agent



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-4194 www.sallisawok.org

November 01, 2022

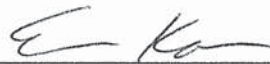
TO: Firststar Bank of Sallisaw

The Board of City Commissioners has authorized city staff to purchase by lease purchase, Resolution 2021-04, **One (1) 2020 Peterbuilt 520 Side Load Sanitation Truck** and to obtain quotes on the interest rate for **36 months on \$285,000.00**. This unit is currently available and ready for delivery.

You are respectfully invited to submit a proposal on funds for the lease purchase of the above equipment as follows:

"We propose to enter into a lease purchase with the City of Sallisaw on the above equipment for the amount of \$285,000.00 at an interest rate of 5.11 % for 36 months with the first payment due on December 20, 2022. Remaining payments will be made no later than the 20th of each month."

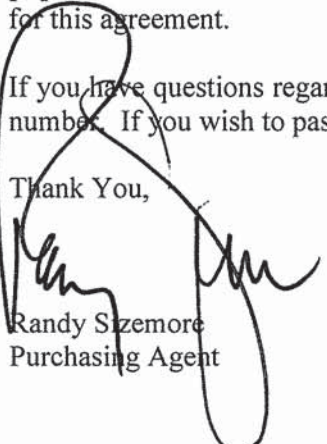
Firststar Bank of Sallisaw

By: 
Title: SVP, Community Bank President
Date: 11-2-2022

Please submit your quote by **10:00 A.M. on Friday, November 4, 2022**, at which time quotes will be opened by city staff. **Please note that the City of Sallisaw utilizes lease purchase paperwork that meets the laws of the State of Oklahoma.** These forms will be required use for this agreement.

If you have questions regarding this invitation to quote, please contact me at the above telephone number. If you wish to pass on this invitation, please contact me upon receipt of this letter.

Thank You,


Randy Sizemore
Purchasing Agent

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Transfer of Title

ITEM TITLE: Discuss and Consider Authorizing the Transfer of Certificate of Title for One (1) 2005 Dodge Pickup S15, VIN 1D7HA16DX5J621401, to Wayne Moody

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Manager
City Clerk

BACKGROUND: This Dodge pickup was declared surplus at the September 12th meeting. Staff then advertised for sealed bids. At the time of the bid opening on October 28th, one (1) bid was received. The said bid was from Wayne Moody for the amount of \$6,861.00. Staff recommends approval of the transfer of vehicle title to Mr. Moody.

EXHIBITS: 1. Dodge Pickup

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Authorize the transfer of Certificate of Title of 2005 Dodge Pickup.

Bid for
City of Sallisaw
2005 Dodge Pickup Model 515
Vin. 1D7HA16DX5J621401

\$ 6861⁰⁰

Wayne Moody



PROOF OF PUBLICATION
Cookson Hills Publishers, Inc.
Dbas Sequoyah County Times
111 N. Oak Street
Sallisaw, OK 74955
918-775-4433

SEQUOYAH COUNTY
TIMES

Shown as published in SCT

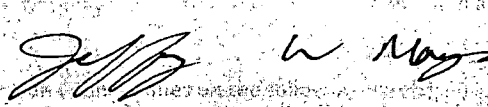
I, Jeffrey W. Mayo, am the authorized representative of Cookson Hills Publishers Inc., Publisher of the Sequoyah County Times, newspaper of Sequoyah County, State of Oklahoma and knows the facts herein set out: that said newspaper is being published semi-weekly in the City of Sallisaw in said County and has a paid circulation in said County and State and with entrance into the United States mails as second class mail matter and published in the County where delivered to the United States mail; that said newspaper has been continuously and uninterruptedly printed and published in said County during the period of 104 weeks consecutively, prior to the first publication of the notice, a true copy of which is hereto attached and made a part hereof; and that said notice was duly published in each Issue of, and not in a supplement,

Sequoyah County Times on the following date(s);

Oct. 5 and 12, 2022

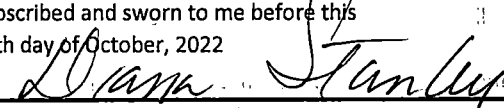
Affiant further states that said newspapers carrying said notice, advertisement or publication comes within all the prescriptions and requirements of Section 1 of Article 1 of the Constitution of the State of Oklahoma; Senate Bill No. 47 of the 19th Legislature effective April 13, 1943; House Bill No. 327 Session Laws 1941; being an act amending section 54. Compiled Oklahoma Statutes, 1931, as amended by Article 1, Chapter 1, Session Laws 1935.

Affiant further states that said newspaper meets all the requirements of the laws of the state of Oklahoma with references to legal publications.



(Signature) Jeffrey W. Mayo, Publisher

Subscribed and sworn to me before this
12th day of October, 2022



Notary Public

Publication Fee \$64.94

Legal #: 51,145

(51,145) Published in the Sequoyah County Times, Oct. 5 and 12, 2022

INVITATION TO BID

The City of Sallisaw will accept sealed bids until 10:00 a.m., October 28, 2022, on the following:

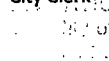
One (1) 2005 Dodge Pickup, Model S15 - VIN 1D7HA16DX5J621401

Bids shall be sealed in an envelope with the words "SEALED BID: 2005 DODGE PICKUP" on the front of the envelope. Bids will be accepted by the City Clerk's Office, located at City Hall, 115 East Choctaw, Sallisaw, Oklahoma, Monday through Friday, 8:30 a.m. to 4:30 p.m. If mailing bids, bidders shall mail to the attention of the City Clerk, City of Sallisaw, PO Box 525, Sallisaw, Oklahoma, 74955. Bids received after the time set for opening will not be considered and will be returned unopened. Also, bids received at City Hall more than one hundred twenty (120) hours prior to the time set for opening will not be considered. Each bidder is responsible for ensuring their bid is received by the date and time set for opening of bids.

Vehicle may be viewed at the City of Sallisaw - Equipment Maintenance Division, located 104 W Vine, Sallisaw, Oklahoma. Minimum bid is set at \$4,500.00.

The City reserves the right to accept or reject any or all bids and accept the one which is most advantageous to the City.

Kim Jamison
City Clerk



Witness

Notary Public

My Comm. Expires

2025

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12

My Comm. No.

115

My Comm. Exp.

12



AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Resolution 2022-29

ITEM TITLE: Discuss and Consider Approval of Resolution No. 2022-29; A Resolution Authorizing Application for American Rescue Plan Act (ARPA) Grant Funding From the Oklahoma Water Resource Board (OWRB)

INITIATOR: City Manager
Director of Finance
Economic Development Director

STAFF INFORMATION SOURCE: Oklahoma Water Resources Board

BACKGROUND: Funding from the American Rescue Plan Act (ARPA) is being distributed by the Oklahoma Water Resources Board (OWRB) via grant funding. In order to submit an application for this funding, the City is required to adopt a resolution authorizing the application. Applications for these projects are due on November 30.

EXHIBITS: 1. ARPA Funding Resolution 11.14.22

KEY ISSUES: Projects for this application include:

1. Water loop from Highway 59 south, west on Drake Road to Shiloh Road, back north to Lennington Road.
2. Sewer extension project on Drake Road, west of Highway 59 South and ending at Shiloh Road

FUNDING SOURCE: ARPA Funding

RECOMMENDATION: Staff recommends approval of Resolution 2022-29

RESOLUTION NO. 2022-29

**A RESOLUTION AUTHORIZING APPLICATION FOR
AMERICAN RESCUE PLAN ACT (ARPA) GRANT
FUNDING FROM THE OKLAHOMA WATER
RESOURCES BOARD**

WHEREAS, the following circumstances have made it justifiable to apply for OWRB ARPA grant funds:

Drake Road/Lennington Road Water Loop and Drake Road Sewer Extension

WHEREAS, it is in the best interest of the citizens of Sallisaw, Oklahoma to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of a grant.

NOW THEREFORE, be it resolved that a situation is hereby recognized and declared to exist in the City of Sallisaw, and by reason thereof, Ernie Martens, Chairperson of the Board, is hereby authorized to sign an application and related documents necessary to file and process and ARPA grant application with the Oklahoma Water Resources Board on behalf of the City of Sallisaw.

PASSED AND APPROVED by the Board of Commissioners of the City of Sallisaw, Oklahoma on this 14th day of November , 2022

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Ordinance 2022-12

ITEM TITLE: Discuss and Consider Approval of Ordinance No. 2022-12; An Ordinance Amending Chapter 94, Article III Section 94-170 (b), To The Sallisaw Code of Ordinances, Repealing Section 94-170 (b) and Adopting and Enacting the Following New Section 94-170 (b) to the Sallisaw Code of Ordinances; and, Declaring an Emergency

INITIATOR: Court Clerk
City Attorney

STAFF INFORMATION SOURCE: City Attorney

BACKGROUND: The court clerk contacted the City Attorney's Office after she noticed there was a municipal fine issue for a citation regarding texting while driving. Such brought to their attention an error in the Code of Ordinances which made it necessary to amend Section 94-170 which only appears to cover "non-commercial" drivers. Oklahoma Statutes have separate regulations established in the matter for "non-commercial" and "commercial" drivers. The City Attorney's Office has amended the ordinance.

EXHIBITS: 1. 2022.12.Texting While Driving Amendment

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: 1. - Approval of Ordinance 2022-12.
2. - Approval of Emergency Clause.

ORDINANCE NO. 2022-12

AN ORDINANCE AMENDING CHAPTER 94, ARTICLE III SECTION 94-170(b), TO THE SALLISAW CODE OF ORDINANCES, REPEALING SECTION 94-170 (b) AND ADOPTING AND ENACTING THE FOLLOWING NEW SECTION 94-170 (b) TO THE SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA.

SECTION 1.

That Section 94-170 (b) of the Sallisaw Code of Ordinances be amended by repealing and striking the same and enacting the following section, to-wit:

Section 94-170: Texting while driving.

- (b) Any person who violates the provisions of subsection (a) shall, upon conviction, be punished by a fine as set forth in the Municipal Court Fine Schedule of the City of Sallisaw.

[Ord. No. 2015-09, §3, 11-9-2015; 47 O.S. 11-901(c,d)]

SECTION 2.

Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 3.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion or clause of this ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 4.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 14th day of November, 2022.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Purchase of Trip Saver Recloser(s)

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 91298, Issued to Border States Electric Supply of Joplin, MO, *in an amount not to exceed \$40,000.00*, for the Purchase of Three (3) 200 amp Trip Saver Recloser(s) and Ten (10) 110 amp Trip Saver Recloser(s)

INITIATOR: Electric Superintendent
Purchasing Agent
Finance Director

STAFF INFORMATION SOURCE: Electric Superintendent
Purchasing Agent
Finance Director

BACKGROUND: Approval of this purchase order will allow staff to purchase trip savers. The trip savers will replace fuses and will try 2 times before shutting the line off. These operate similar to the breakers in the sub. A breaker in the sub will try 3 times before line disconnection.

EXHIBITS: 1. Border State Supply

KEY ISSUES: None.

FUNDING SOURCE: 092-601-57707- Electric Substation Improvements.

RECOMMENDATION: Approval of Purchase Order No. 91298, issued to Border States Electric Supply.

CITY OF SALLISAW				PO Number 91298 11/1	
PURCHASE REQUISITION / PURCHASE ORDER					
NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED					
Vendor # _____		Department: Electric		PO Date _____	
Vendor Name: Border States Supply				Merchant, Mail Invoices to: City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing NOTE PO NUMBER ON INVOICE	
Address: 1027 S Virginia Ave				Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
City: Joplin		State: MO		Zip: 64801-4635	
Contact:		Phone/Cell	/		
Email		Fax	Grant Funds Y N		
Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
1	200 Amp Trip Saver 990311-9 200Amp	92-601-57707	3	3250.00	\$ 9,750.00
2	110 amp trip saver 990111-P110 Amp	92-601-57707	10	2838.89	\$ 28,388.90
\$40,000 Budgeted ↗					
Comments, Note grant information if applicable:					
budget item/account 92-601-57707				Freight/Other	
				Total Cost \$ 38,138.90	
Requestor: Blakely Smith Jr				Date: _____	
Purchasing Approval:				Date: 11/1/22	
Priority: HIGH MED LOW				Dept Need Date: _____	
Order Date/By: _____/_____				Est. Delivery: _____	

CITY OF SALLISAW QUOTATION SHEET

Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

If you are quoting several items, attach list to this form **Also attach all vendor quotes received**

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 10-31-22	Date of Quotation 10-31-2022	Date of Quotation
Department Number: 601	Department Number: 601	Department Number:
Vendor Name / Number ANIXTER	Vendor Name / Number Borden States	Vendor Name / Number
Address 8201 POLE ROAD	Address 1027 S VIRGINIA AVE	Address
City OKLAHOMA CITY	City JOPLIN	City
State OK Zip 73149	State MO Zip 64801-5650	State Zip
Phone 405-438-6382	Phone 417-624-5650	Phone
Item (s) Trip Saver 110 AMP 200 AMP	Item (s) Trip Saver 110 AMP & 200 AMP	Item (s)
Quantity 13	Quantity 13	Quantity
Price each	Price each	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ \$145,090.00	Total Cost \$ \$38,138.90	Total Cost \$
Quote Expiration Date 11-30-2022	Quote Expiration Date 11-30-2022	Quote Expiration Date
Quotes Obtained By: BS	Quotes Obtained By: BS	Quotes Obtained By:
GL Budget Line 92-601-57707	GL Budget Line 92-601-57707	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date: /	PO Number / Date: 91298 / 11/1/22	PO Number / Date: /

Explain if only one quotation supplied:

Quote approved: _____ Date: _____
(Purchasing Agent, Finance Director or City Manager)



BORDER STATES

Supply Chain Solutions™

Border States Electric Supply

Border States Electric - JOP
1027 S Virginia Ave
Joplin MO 64801-4635
Phone: 417-624-5650

City of Sallisaw
PO Box 525
Sallisaw OK 74955

Quote

Page: 1 of 1

BSE Quote: 26800965
Sold-To Acct #: 285248
Valid From: 10/31/2022 **To:** 11/15/2022
PO No: TRIP SAVERS

Created By: Gunnar Anderson
Tel No: 417-768-7015
Fax No:

Inco Terms:
PPA ORIGIN

Payment Terms:
Net 30 days

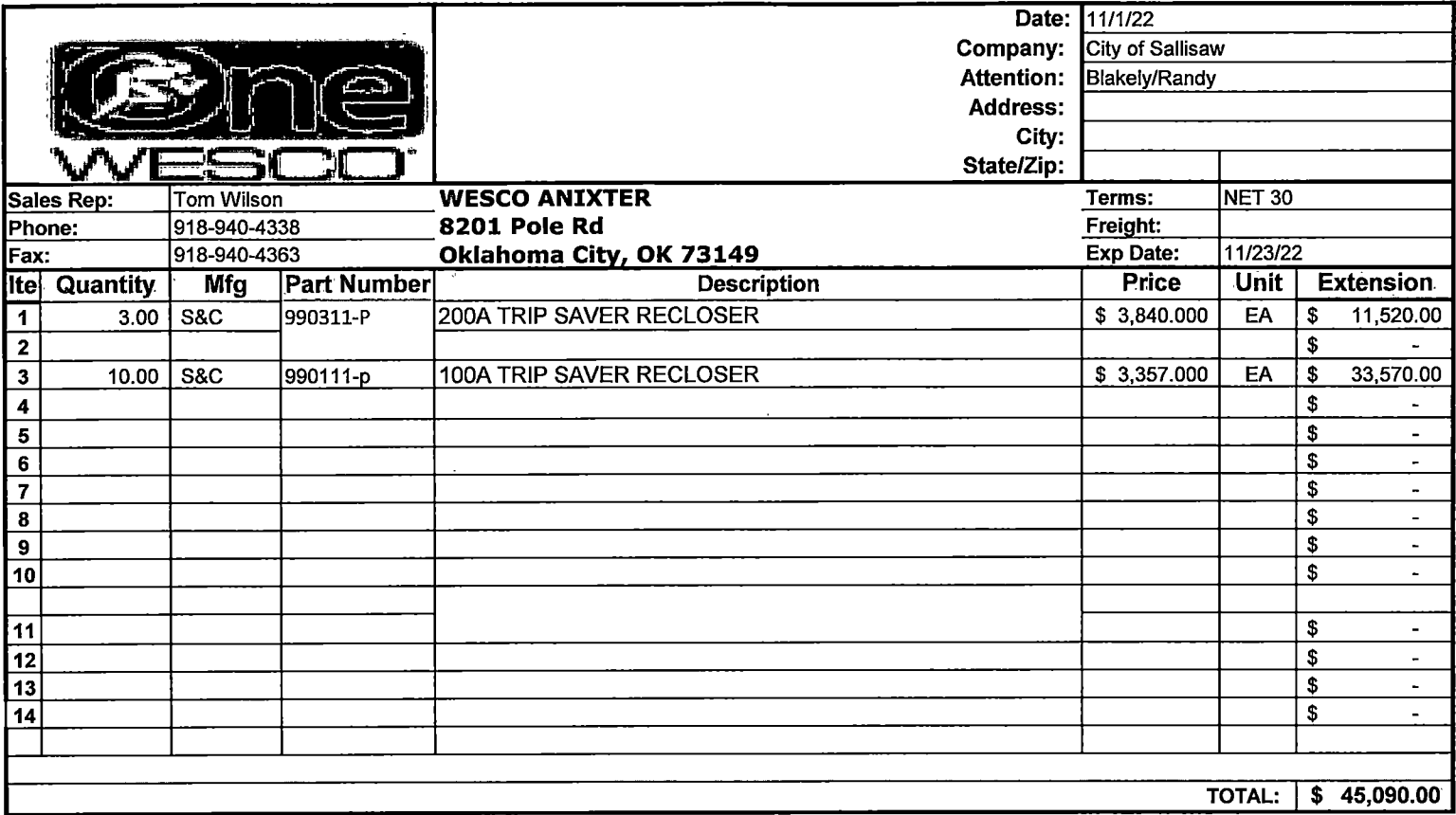
Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	3384432 SAC - 990111-P 15KV BIL 110 CONT AMPERES ***16 IN STOCK***	10 EA	2,838.89	/ 1	EA	28,388.90
	000020	- 990311-P 200A TRIP SAVER II ***20-22 WEEKS***	3 EA	3,250.00	/ 1	EA	9,750.00
Total \$							38,138.90
State Tax \$							0.00
County Tax \$							0.00
Local Tax \$							0.00
Other Tax1 \$							0.00
Other Tax2 \$							0.00
Other Tax3 \$							0.00
Tax Subtotal \$							0.00
Net Amount \$							38,138.90

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Special Use Permit for Swine

ITEM TITLE: Discuss and Consider Approval of Ordinance 2022-13; An Ordinance Repealing Article IV, Section 102-223.1.b of Chapter 102 of the Code Of Ordinances of the City Of Sallisaw and Adding A New Article IV, Section 102-233.1.b to Chapter 102 of the City of Sallisaw Code Of Ordinances; and, Declaring An Emergency.

INITIATOR: Mayor
City Manager

STAFF INFORMATION SOURCE: Mayor
City Manager

BACKGROUND: This ordinance updates Ordinance 2022-11, which was adopted at the October meeting. The original ordinance only specifies students participating in FAA. The ordinance also should have included students who participate in 4H.

This has been corrected to address students who are "currently enrolled in educational programs or groups that participate in the showing of swine".

EXHIBITS: 1. Ord 2022.13.Modify Section102.223.1b

KEY ISSUES: NA

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Ordinance 2022-13, with the emergency clause.

ORDINANCE 2022-13

AN ORDINANCE REPEALING ARTICLE IV, SECTION 102-223.1.b OF CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY OF SALLISAW AND ADDING A NEW ARTICLE IV, SECTION 102-233.1.b TO CHAPTER 102 OF THE CITY OF SALLISAW CODE OF ORDINANCES AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA.

SECTION 1.

That Article IV, Section 102-223.1.b of Chapter 102 of the Sallisaw Code of Ordinances be repealed and replaced with a new Article IV, Section 102-233.1.b of Chapter 102, to-wit:

Article IV, Section 102-223.1.b of Chapter 102.

- b) A special use permit for the keeping of swine may be granted to a student of Sallisaw Public Schools that is currently enrolled in educational programs or groups that participate in the showing of swine. Applicant for the permit must demonstrate that swine shall be kept in a properly enclosed facility. Application must be co-signed by a parent, or legal guardian. The number of swine kept shall be limited to two (2). The special use permit may be granted by the Planning Commission, by majority vote, 60 percent rule, and, if granted shall be valid for use only by the applicant of record. All applications shall be considered on a case by case application basis, and each application shall require public notice and hearing for determination in accordance with Chapter 102, article II, Division 5, of the Sallisaw Code of Ordinances. Permit shall expire once the student graduates or ceases participation in the educational programs or groups.

SECTION 2.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion, or clause of this ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

APPROVED this 14th day of November, 2022.

CITY OF SALLISAW, OKLAHOMA

By: _____

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Purchase Order No. 91020

ITEM TITLE: Acknowledge and Approve Purchase Order No. 91020, Issued to SignalTek of Oklahoma City, Oklahoma, in the amount of \$29,209.87 for I-40 Exit 308 Light Repairs.

INITIATOR: Electric Superintendent
Purchasing Agent
Finance Director

STAFF INFORMATION SOURCE: Electric Superintendent
Purchasing Agent

BACKGROUND: The repair work to the I-40 lights at exit 308 was more extensive than anticipated, resulting in additional costs. SignalTek spent extensive time trouble shooting the lighting circuits in order to determine what repairs were needed. To save time, and additional costs, the lighting had to be repaired, so SignalTek continued with the repairs once the issues were determined.

EXHIBITS: 1. SignalTek
2. 20221107092135408

KEY ISSUES: Even though these lights are part of the I-40 Interstate system, the City of Sallisaw is responsible for the repairs.

FUNDING SOURCE: 020-401-57738 - Traffic
To account for this expense, we have adjusted a budget item that was set aside for traffic cameras at Choctaw and Cherokee. We had budgeted \$30,000 for this traffic camera project. Since ODOT will reinstall the traffic loops at this intersection during their asphalt overlay project, we will not be installing cameras at this time. The budgeted amount for traffic cameras will be used toward the payment of the SignalTek invoice.

RECOMMENDATION: Acknowledgment of Purchase Order No. 91020, issued to SignalTek in the amount of \$29,209.87.

CITY OF SALLISAW - PURCHASE ORDER

PO NUMBER

VENDOR NAME

VENDOR NUMBER

91020

SIGNALTEK INC

6030

SHIP TO: CITY OF SALLISAW
P.O BOX 525
115 EAST CHOCTAW
SALLISAW OK 74955
918-775-6241
Fax: 918-775-4194
Email: rsizemore@sallisawok.org

10/06/2022

ISSUED TO: SIGNALTEK INC
PO BOX 14788
OKLAHOMA CITY OK 73113-0788
918-583-4335

 **COPY**

I hereby approve the issuance and encumbrance of this purchase order

PURCHASING OFFICER



I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of the said appropriation accounts.

ENCUMBERING OFFICER



<u>ORDER DATE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
10/06/2022	1.00	308 MM EXIT LIGHTS REWIRE / REPAIRS	29,209.87	29,209.87	020-401-57738

 **COPY**

TOTAL 29,209.87

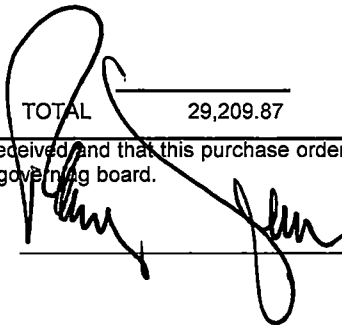
I hereby certify that the merchandise and/or services described above have been satisfactorily received and that this purchase order is now a true just debt of the city. This purchase order is therefore approved for consideration for payment by the governing board.

WARRANT NUMBER

WARRANT DATE

PURCHASING OFFICER

ACCTS PAYABLE



COPY

Randy Sizemore

From: Keith Skelton
Sent: Friday, October 28, 2022 11:40 AM
To: Robin Haggard; Blakely Smith; Randy Sizemore
Subject: Choctaw and Cherokee Traffic Cameras

Since ODOT is reinstalling the loops at this intersection, we will not do the cameras this year. This item was budgeted in Fund 20.

This funding will be used for the I-40 light invoice we recently received.

Keith Skelton
City Manager
City of Sallisaw, OK
kskelton@sallisawok.org
Phone (918)775-6241 x200



SIGNALTEK

P.O. Box 14788
Oklahoma City, OK 73113-0788
P: (918) 583-4335
F: (405) 524-2386

INVOICE

222917*02

Invoice Date 10/27/2022

Due Date 11/26/2022

Customer

Sallisaw, City of
P.O. Box 525
Sallisaw, OK 74955-0525

Location

Sallisaw, City of
P.O. Box 525
Sallisaw, OK 74955-0525

 **COPY**

Contact Blakely Smith
Phone (918) 775-6241
Email bsmith@sallisawok.org

Project Mgr.: John Fissel
P.O. #

Job Summary

222917 - Sallisaw - Highway Lighting Repairs

Service	Hours	Rate	Line Total
SIGNAL TECHNICIAN (STRAIGHT TIME)	14 HR	\$130.00	\$1,820.00
TECHNICIAN'S ASSISTANT (STRAIGHT TIME)	15.75 HR	\$84.50	\$1,330.88
FOREMAN (STRAIGHT TIME)	50.75 HR	\$130.00	\$6,597.50
LABORER (STRAIGHT TIME)	199.25 HR	\$84.50	\$16,836.63
Product	Quantity	Unit Price	Line Total
FUSE, MIDGET, KLK-R, 600V, 5 AMP	22 EA	\$13.09	\$287.98
FUSEHOLDER, INLINE, 600V, B/A	10 EA	\$36.49	\$364.90
TB1-17 - BREAKAWAY TRNSFRMR BASE W/HARDWARE	2 EA	\$364.52	\$729.04
HAND HOLE COVER ASSY	2 EA	\$29.90	\$59.80
WIRE, #12, THHN, CPR, WHITE, SOLID	100 LF	\$0.13	\$13.00
WIRE, #12, THHN, COPPER, GREEN, SOLID	100 LF	\$0.27	\$27.00
WIRE, #4, XHHW, CPR, WHT, STRN	400 LF	\$0.83	\$332.00
WIRE, #12, THHN, COPPER, BLACK, SOLID	100 LF	\$0.13	\$13.00
WIRE, #4, XHHW, CPR, BLK, STRN	400 LF	\$1.51	\$604.00
MISCELLANEOUS MATERIALS	1 LS	\$194.15	\$194.15

 **COPY**

Work Dates:

- 04/01/22
- 04/12/22
- 05/25/22
- 05/26/22
- 09/30/22
- 10/05/22
- 10/06/22

 **COPY**

Services Total	\$26,585.00
Products Total	\$2,624.87
Taxes	\$0.00
Invoice Total	\$29,209.87

Thank you for your business

 **COPY**



November 7, 2022

Blakley Smith
City of Sallisaw
P.O. Box 525
Sallisaw, OK 74955-0525

Mr. Smith:

I would like to address the unexpectedly high invoice that you previously received from SignalTek (Invoice 222917*2).

SignalTek spent extensive time trouble shooting the lighting circuits in order to determine what repairs needed to take place. Several locations had knocked down poles, burned wires, damaged conduit, bad fixtures, bad fuses, etc. Due to the location of these lights additional help was needed for traffic control, i.e. a TMA (truck mounted attenuator) had to be utilized each time a crew was dispatched. SignalTek regrets not providing ongoing updates for the status of the repairs. Going forward, The City of Sallisaw will be communicated with in a different manner to ensure that this situation does not arise again.

Please let me know if you have any questions or concerns.

Sincerely,

John Fissel
SignalTek – General Manager
jfissel@tlsokc.com
918.830.7750

Oklahoma City
13305 N. Santa Fe Ave.
Oklahoma City, OK 73114
Ph: (405) 524-1341
Fax: (405) 524-2386

Tulsa
1326 W. 37th Pl.
Tulsa, OK 74107
Ph: (918) 584-3636
Fax: (918) 582-6118

Arkansas
783 W. Morris Ave.
Springdale, AR 72764
Ph: (479) 419-9320
Fax: (479) 419-9321

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Agreement for Professional Services

ITEM TITLE: Discuss and Consider Approval of The Master Agreement for Professional Services between the City of Sallisaw and Garver, LLC for Professional Services at the Sallisaw Municipal Airport

INITIATOR: Economic Development Director
Garver, LLC

STAFF INFORMATION SOURCE: Economic Development Director
Garver, LLC

BACKGROUND: On July 11, 2022, the Board approved Garver as the Engineer of Record (EOR) for the Sallisaw Municipal Airport. This Master Agreement for Professional Services officially allows Garver to begin work as our EOR or "consultant" on airport projects.

EXHIBITS: 1. Sallisaw, OK MSA (18031571) - signed
2. Sallisaw, OK MSA (18031571) - signed

KEY ISSUES: N/A

FUNDING SOURCE: Capital Improvement Projects are typically funded at 90% by the FAA

RECOMMENDATION: Approval of Agreement for Professional Services between the City of Sallisaw and Garver, LLC.



THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made as of the Effective Date by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

“**Work Order**” means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the “**Services**”). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services.



Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to



costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver



which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Work Order to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability



under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in the applicable Work Order giving rise to the liability.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Sallisaw, Oklahoma. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.



10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices; (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the



benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Oklahoma, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Certification of Engineer
Exhibit D – Mandatory Federal Contract Provisions for Professional Services Contracts

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the



aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Sallisaw, Oklahoma

Garver, LLC

By: _____
Signature

By: Blake Roberson
Signature

Name: _____
Printed Name

Name: Blake Roberson
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: November 7, 2022

Attest: _____

Attest: William Bulhearts



**EXHIBIT A
(FORM OF WORK ORDER)**

**WORK ORDER NO. [?]
City of Sallisaw, Oklahoma
Project No. [????????]**

This WORK ORDER ("Work Order") is made by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [??/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Garver shall provide the following Services:
 - 1.1.1. [Insert text here [or] in Appendix A as needed.]
- 1.2. In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1. [Insert text here]

2. PAYMENT

- 3. For the Services set forth above, Owner will pay Garver as follows: [Insert Text Here]

4. APPENDICES

- 4.1. The following Appendices are attached to and made a part of this Work Order:
- 4.2. Appendix A - Scope of Services
- 4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

City of Sallisaw, Oklahoma

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

DRAFT



**EXHIBIT B
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT C
(ENGINEER'S CERTIFICATION)**

AIRPORT IMPROVEMENT AID PROJECT: N/A
STATE: Oklahoma

CERTIFICATION OF ENGINEER

I hereby certify that I am Blake Roberson and duly authorized representative of the firm of GARVER, LLC, whose address is 4300 South J.B. Hunt Drive, Suite 240, Rogers, Arkansas 72758, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By 

DATE:

November 7, 2022



EXHIBIT D
(FAA MANDATORY CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS)

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will



not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- I. Overtime Requirements. No Engineer or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or



she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- II. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Engineer and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- III. 3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subconsultant under any such contract or any other Federal contract with the same prime Engineer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- IV. 4. Subconsultants. The Engineer or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

7. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.



The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

11. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific



Islands); and

- iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts



fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject



matter.

- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes



a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)



All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. SEISMIC SAFETY



In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

16. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.



Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and



- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



19. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made as of the Effective Date by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

“**Work Order**” means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the “**Services**”). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services.



Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to



costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver



which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Work Order to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability



under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in the applicable Work Order giving rise to the liability.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Sallisaw, Oklahoma. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.



10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices; (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the



benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Oklahoma, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Certification of Engineer
Exhibit D – Mandatory Federal Contract Provisions for Professional Services Contracts

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the



aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Sallisaw, Oklahoma

Garver, LLC

By: _____
Signature

By: Blake Roberson
Signature

Name: _____
Printed Name

Name: Blake Roberson
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: November 7, 2022

Attest: _____

Attest: William Bulhearts



**EXHIBIT A
(FORM OF WORK ORDER)**

**WORK ORDER NO. [?]
City of Sallisaw, Oklahoma
Project No. [????????]**

This WORK ORDER ("Work Order") is made by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [??/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Garver shall provide the following Services:
 - 1.1.1. [Insert text here [or] in Appendix A as needed.]
- 1.2. In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1. [Insert text here]

2. PAYMENT

- 3. For the Services set forth above, Owner will pay Garver as follows: [Insert Text Here]

4. APPENDICES

- 4.1. The following Appendices are attached to and made a part of this Work Order:
- 4.2. Appendix A - Scope of Services
- 4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

City of Sallisaw, Oklahoma

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT B
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT C
(ENGINEER'S CERTIFICATION)**

AIRPORT IMPROVEMENT AID PROJECT: N/A
STATE: Oklahoma

CERTIFICATION OF ENGINEER

I hereby certify that I am Blake Roberson and duly authorized representative of the firm of GARVER, LLC, whose address is 4300 South J.B. Hunt Drive, Suite 240, Rogers, Arkansas 72758, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By 

DATE:

November 7, 2022



EXHIBIT D
(FAA MANDATORY CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS)

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will



not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- I. Overtime Requirements. No Engineer or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or



she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- II. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Engineer and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- III. 3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subconsultant under any such contract or any other Federal contract with the same prime Engineer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- IV. 4. Subconsultants. The Engineer or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

7. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.



The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

11. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific



Islands); and

- iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts



fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject



matter.

- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes



a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)



All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. SEISMIC SAFETY



In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

16. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.



Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and



- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



19. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Work Order No. 1 - Garver

ITEM TITLE: Discuss and Consider Approval of Work Order No. 1 Between the City of Sallisaw and Garver, LLC in the Amount of \$63,830.00 for Professional Services in Accordance with the Provisions of the Master Agreement for Professional Services

INITIATOR: Economic Development Director
Garver, LLC

STAFF INFORMATION SOURCE: Economic Development Director
Garver, LLC

BACKGROUND: Approval of Work Order No. 1 gives Garver the authority to begin work with the City on replacement of the existing runway lighting system, guidance signage, and wind cone with segment circle at the Sallisaw Municipal Airport.

EXHIBITS: 1. Sallisaw WO 1 (18031571) - signed

KEY ISSUES: NA

FUNDING SOURCE: FAA Entitlement Funding (90%) / City of Sallisaw Budget

RECOMMENDATION: Approval of Work Order No 1 between the City of Sallisaw and Garver, LLC.



This WORK ORDER NO. 1 ("Work Order") is made by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on _____ (the "Agreement").

Under this Work Order, the Owner intends to **replace the existing runway lighting system, guidance signage, and wind cone with segmented circle at the Sallisaw Municipal Airport (JSV)**:

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Exhibit A

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration	\$14,300.00	LUMP SUM
Final Design	\$28,130.00	LUMP SUM
IFB Design	\$12,450.00	LUMP SUM
Bidding Services	\$8,950.00	LUMP SUM
TOTAL FEE	\$63,830.00	

The lump sum amount to be paid under this Work Order is \$63,830.00. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

3.1.1 Exhibit A - Scope of Services

3.1.2 Exhibit B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

City of Sallisaw, Oklahoma

GARVER, LLC

By: _____
Signature

By: BLR
Signature

Name: _____
Printed Name

Name: Blake Roberson
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: November 7, 2022

Attest: _____

Attest: William Bulbreath



Exhibit A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Airfield Lighting at Sallisaw Municipal Airport. Improvements will consist primarily of:

- Removal of an existing mixed infrastructure incandescent runway edge and threshold lighting, and construction of an LED base-mounted can and conduit edge lighting system.
- Construction of new runway signage.
- Reconstruction of windcone and segmented circle.

The design will utilize the existing electrical transclosure for powering and controlling all new lights and signs. New power and control infrastructure will be considered in the future and for purposes of this scope, is considered extra services.

The design will utilize publicly available aerial photography and historical runway centerline survey for lighting layout. Additional survey will not be obtained and will be considered extra services.

The existing electrical homerun duct bank will be evaluated during design.

Project extents are shown in Exhibit A.1.

Garver shall perform professional services consisting of:

- Project Administration
- Design Services
 - 90% Final Design
 - 100% Issued for Bid
- Bidding Services

1. PROJECT ADMINISTRATION

- 1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.
- 1.2. Garver will assist in development of grant reimbursement packets for review, execution, and submittal to the FAA and Oklahoma Aeronautics Agency by the Owner.

2. DESIGN SERVICES

- 2.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA and Oklahoma Aeronautics Agency from which approval must be obtained.



- 2.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.
- 2.3. Quality Control
- 2.3.1. Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.
- 2.3.2. Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.
- 2.4. Environmental Coordination
- 2.4.1. A Stormwater Pollution Prevention Plan (SWPPP) is not anticipated to be required for this project. Garver will include appropriate erosion control plans and details. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEx questionnaire of FAA SOP 5.1.
- 2.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.
- 2.6. DBE Coordination: Garver will coordinate with the FAA's Office of Civil Rights and complete a three-year Disadvantaged Business Enterprises (DBE) goal for the Owner's federal projects.
- 2.7. Construction Safety and Phasing Plan
- 2.7.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.
- 2.8. Existing Conditions Review
- 2.8.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.
- 2.8.2. Site Visits: Garver's electrical engineers will perform up to one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.



2.9. Airfield Electrical

- Airfield Lighting and Signage: Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway edge lighting, runway threshold lighting, and guidance signage. Design shall account for removal of an existing mixed infrastructure incandescent runway edge and threshold lighting system, as well as construction of an LED base-mounted can and conduit edge lighting system.
- 2.9.1. NAVAIDS: Garver will provide electrical engineering services for the reconstruction of the existing windcone and segmented circle.

2.10. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Electrical Notes	X	X
Lighting Removal Plans	X	X
Lighting Installation Plans	X	X
Lighting Details	X	X

2.11. Specifications and Contract Documents

- 2.11.1. Technical and Supplemental Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

Anticipated Specifications Include:

- Front End Specifications
 - Bidding Requirements
 - Contract Requirements
 - FAA General Provisions
 - Special Provisions
- Supplemental Specifications



- SS-100 CSPP
- SS-101 SPCD
- SS-110 Standard Specifications
- SS-300 Basic Electrical Requirements
- SS-301 Electrical Demolition and Relocation Work
- SS-305 Directional Boring
- SS-310 Airport Lighting Systems
- Technical Specifications
 - P-152 Excavation, Subgrade, and Embankment
 - P-610 Structural Portland Cement Concrete
 - T-901 Seeding
 - L-108 Underground Power Cable for Airports
 - L-110 Airport Underground Duct Banks and Conduits
 - L-115 Electrical Manhole and Junction Structures
 - L-125 Installation of Airport Lighting Systems
- ODOT Specifications (as required)

2.11.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

2.12. Engineer's Report Memorandum: Garver will prepare an Engineer's Report Memorandum to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Brief Project Background
- Construction Safety and Phasing
- Airfield Lighting and Signage
- NAVAIDS/windcone
- Pavement Markings
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost

2.13. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

2.14. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

2.14.1. 90% Final Design

2.14.1.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the



Owner will review the design submission within two (2) weeks.

2.14.1.2. At the completion of the Owner review period, Garver will meet with the Owner on-site to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

2.14.2. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within one (1) week.

3. BIDDING SERVICES

- 3.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid teleconference, and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.
- 3.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 3.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

4. PROJECT DELIVERABLES

- 4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
 - Engineering Design Memorandum to the Owner and FAA.
 - One hard copy to the Owner and FAA.
 - 90% Final Design Plans, Specifications, and Report to the Owner and FAA.
 - 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
 - Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - Three hard copies to the Contractor
 - One copy to the FAA
 - One copy to the Oklahoma Aeronautics Agency
 - Construction Management Plan to the Owner and FAA
 - Record Plans and Specifications to the Owner and FAA.
 - One hard copy to the Owner.
 - Other electronic files as requested.



5. ADDITIONAL SERVICES

5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Survey
- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Design of any electrical vault power and/or controls infrastructure.
- Engineering, architectural, or other professional services beyond those listed herein.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

6. SCHEDULE

6.1. Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
90% Final Design	60 days after Notice to Proceed Received
100% Issued for Bid	30 days after 90% comments received
Open Bids	NLT 21 days after advertisement
Grant Application Submission	15 days after Bid Opening

Exhibit B

**City of Sallisaw, Oklahoma
JSV Airfield Lighting Design**

FEE SUMMARY

Title I Service	Estimated Fees	
Project Administration	\$	14,300.00
Final Design	\$	28,130.00
IFB Design	\$	12,450.00
Bidding Services	\$	8,950.00
Subtotal for Title I Service	\$	63,830.00

Exhibit B

City of Sallisaw, Oklahoma JSV Airfield Lighting Design

Project Administration

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-5
	hr	hr	hr	hr
1. Project Administration				
Accounting Administration	7			4
Coordination with Client	7			
Coordination with FAA	5			
Coordination with (State Agency)	5			
External Coordination (Utility, City, etc.)	4			
Internal Coordination	5			2
Prepare for Scoping Meeting	1			3
Attend Scoping Meeting (# people, on-site/virtual)	4			2
Scoping Meeting minutes and Follow-Up Tasks	2			
Contract Preparation	6		1	2
Draft and Submit FAA Grant Application	7		1	
Assemble Grant Certifications	5		1	
Draft and Submit State Grant Application	6		1	
Develop Quality Control Plan	2		1	
Schedule Development and Updates	4			
Project Kickoff Meeting (# people, on-site/virtual)	4			
Develop Monthly Reimbursement Packages (# estimated)	3			
Subtotal - Project Administration	77	0	5	13

Hours	77	0	5	13
--------------	-----------	----------	----------	-----------

SUBTOTAL - SALARIES:	\$4,262.39
-----------------------------	-------------------

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$8,141.16
---	-------------------

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$31.23
Postage/Freight/Courier	
Office Supplies/Equipment	
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$31.23
--	----------------

SUBTOTAL:	\$12,434.78
------------------	--------------------

SUBCONSULTANTS FEE:	\$0.00
----------------------------	---------------

PROFESSIONAL FEE	\$1,865.22
-------------------------	-------------------

TOTAL FEE:	\$14,300.00
-------------------	--------------------

Exhibit B**City of Sallisaw, Oklahoma
JSV Airfield Lighting Design****Preliminary Design**

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-5
	hr	hr	hr	hr
1. Civil Engineering				
Subtotal - Civil Engineering	0	0	0	0
2. Electrical Engineering				
Review As-Built Drawings	10			
Locate Existing Circuits	5			
Lighting and Signage Assessment	16			
CCR Load Calculations	3			
Preliminary Plans				
Electrical Notes	10		2	
Lighting Removal Plans	16		2	
Lighting Installation Plans	16		2	
Lighting Details	16		2	
Develop Preliminary Technical Specifications	10			
Develop Preliminary Supplemental Specifications	10			
Develop Preliminary Quantities	5			
Develop Preliminary Opinions of Probable Construction Costs	5			
Internal Quality Control (QC) Review		5	5	10
Incorporate QC Review Comments	24			
Incorporate Preliminary (Owner/FAA/State) Review Comments	24			
Subtotal - Electrical Engineering	172	5	13	10

Hours	172	5	13	10
--------------	------------	----------	-----------	-----------

SUBTOTAL - SALARIES:	\$8,389.89
-----------------------------	-------------------

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD:	\$16,024.69
---------------------------------	--------------------

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$46.29
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$46.29
--	----------------

SUBTOTAL:	\$24,460.87
------------------	--------------------

SUBCONSULTANTS FEE:	\$0.00
----------------------------	---------------

PROFESSIONAL FEE	\$3,669.13
-------------------------	-------------------

TOTAL FEE:	\$28,130.00
-------------------	--------------------

Exhibit B

City of Sallisaw, Oklahoma JSV Airfield Lighting Design

Final Design

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-5
	hr	hr	hr	hr
1. Civil Engineering				
Subtotal - Civil Engineering	0	0	0	0
2. Electrical Engineering				
Final Engineer's Report	6			
Final Plans				
Electrical Notes	5		2	
Lighting Removal Plans	3		2	
Lighting Installation Plans	3		2	
Lighting Details	3		2	
Develop Final Technical Specifications	4			
Develop Final Supplemental Specifications	3			
Develop Final Quantities	3			
Develop Final Opinions of Probable Construction Costs	4			
Internal Quality Control (QC) Review			4	6
Incorporate QC Review Comments	16			
Incorporate Final (Owner/FAA/State) Review Comments	16			
Subtotal - Electrical Engineering	66	0	12	6

Hours	66	0	12	6
-------	----	---	----	---

SUBTOTAL - SALARIES:	\$3,705.24
----------------------	------------

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$7,077.01
---	------------

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$43.84
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$43.84
---------------------------------------	---------

SUBTOTAL:	\$10,826.09
-----------	-------------

SUBCONSULTANTS FEE:	\$0.00
---------------------	--------

PROFESSIONAL FEE	\$1,623.91
------------------	------------

TOTAL FEE:	\$12,450.00
------------	-------------

Exhibit B

City of Sallisaw, Oklahoma JSV Airfield Lighting Design

Bidding Services

WORK TASK DESCRIPTION	E-1	E-5
	hr	hr
1. Civil Engineering		
Subtotal - Civil Engineering	0	0
2. Electrical Engineering		
Draft Addendums	12	2
Prepare for Pre-Bid Meeting	4	2
Attend Pre-Bid Meeting (#people, on-site/virtual)	4	2
Evaluate Bids	7	2
Prepare Issued for Construction Plans and Specifications	20	3
Subtotal - Electrical Engineering	47	11

Hours	47	11
--------------	-----------	-----------

SUBTOTAL - SALARIES:	\$2,661.48
-----------------------------	-------------------

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$5,083.43
---	-------------------

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$37.70
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$37.70
--	----------------

SUBTOTAL:	\$7,782.61
------------------	-------------------

SUBCONSULTANTS FEE:	\$0.00
----------------------------	---------------

PROFESSIONAL FEE	\$1,167.39
-------------------------	-------------------

TOTAL FEE:	\$8,950.00
-------------------	-------------------

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Plat Presentation

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC 2022-011; Plat Presentation of Drake Prairie Estates by Richard and Ladonna Mosby and Jimmy Blanton

INITIATOR: Osburn Land Surveyors, Inc.
Building Development

STAFF INFORMATION SOURCE: Osburn Land Surveyors, Inc.

BACKGROUND: Osburn Land Surveyors, Inc, agent for Mr. and Mrs. Mosby and Mr. Blanton, will present a plat of Drake Prairie Estates, an addition to the City of Sallisaw. The property is located on West Drake Rd. The intent is to construct multiple single-family dwellings. The Planning Commission considered this item at their November 1st meeting. Both staff and the Planning Commission recommend approval.

EXHIBITS: 1. PC2022-011 app plat
2. PC2022-011 Plat

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Plat of Drake Prairie Estates.

PC2022-011

PLANNING COMMISSION

REQUEST FOR PLAT APPROVAL

Application is hereby made to the Planning Commission for the consideration of a recommendation to the City Council for

General Location Drake Road
(Street Address)

Present Use of Property Vacant Lg.

Proposed Use of Property Residential Subdivision

Record Owner of Property Richard Masley & Jimmy Blanton

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☒ agent for, Galum Land Survey ☐ Other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete true and accurate

Signed Sherry Osburn Address 3615 W. Cherokee

Phone 918-715-9322 Gallison, OK

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application received by: _____ Date: _____

Fee Receipt: _____ Present Zoning: _____

Application No.: _____ Requested: _____

PC Action: _____ Date: _____

City Action: _____ Date: _____

Ordinance No.: _____

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Rezoning

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC 2022-012; Rezoning Request from Agriculture (A-1) to Residential (R-1) by Richard and Ladonna Mosby and Jimmy Blanton; and, Ordinance 2022-14 with Emergency Clause

INITIATOR: Osburn Land Surveyors, Inc.
Building Development

STAFF INFORMATION SOURCE: Osburn Land Surveyors, Inc.

BACKGROUND: Osburn Land Surveyor, Inc., agent for Mr. and Mrs. Mosby and Mr. Blanton, is requesting to rezone from agriculture (A-1) to residential (R-1). The property is located on West Drake Road. The intent is to construct multiple single-family dwellings. The Planning Commission considered this item on November 1st. Both staff and Planning Commission recommends approval.

EXHIBITS:

1. PC2022-012 app rezone
2. PC2022-012 DPE Blanton-Mosby pub_map
3. Notice of Hearing - Case No. PC 2022-012
4. 2022.14.Rezoning.Mosby and Blanton

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: 1- Approval of rezoning A-1 to R-1; Ordinance 2022-14.
2 - Approval of Emergency Clause.

PC2022-012

PLANNING COMMISSION
REQUEST TO REZONE

Application is hereby made to the Planning Commission for a recommendation to the City Council for rezoning of the following described property to a District Residential R-1

General Location West Drake

(Street Address)

Present Use of Property Vacant Ag.

Proposed Use of Property Residential

Record Owner of Property Richard Mosby & Jimmy Blanton

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☒ agent for Osborn Law Lawyers ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed Sherry Osborn

Address 3615 W. Cherokee

Phone 918-775-9322

Salina, OK

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date: _____

Application No.: _____ Requested: _____

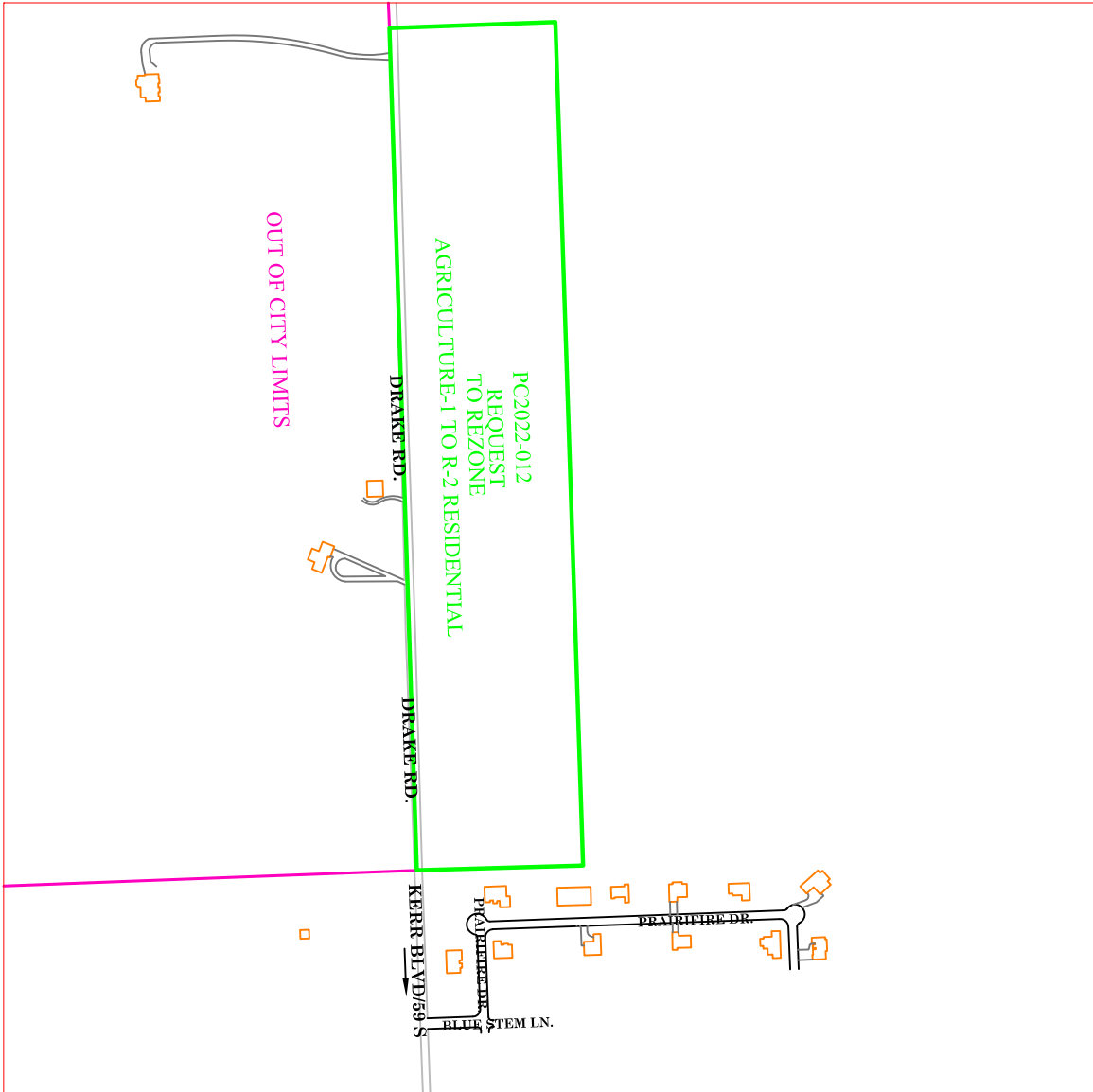
Fee: _____ P.C Recommendation: Approval _ Denial _

Receipt: _____ Date: _____

City Commission: Approval _____ Denial _____

Date: _____

Ordinance No.: _____



NOTICE OF PUBLIC HEARING **ON APPLICATION FOR REZONING**

Notice is hereby given that the undersigned, as owner(s) or agent for the owner(s) of the following described property in the Sallisaw City Limits, Sequoyah County, **Oklahoma, to wit:**

A 31.07-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the S/2 S/2 SE/4 of Section 12, Township 11 North, Range 23 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on June 6, 2022. The basis of bearing for the described parcel is N89°54'43"W along the South line of the SE/4 of said Section 12 and is more particularly described as:

Commencing at an ODOT brass cap marking the SE corner of said S/2 S/2 SE/4; Thence along the south line thereof, N89°54'43"W 50.00 Feet to a magnail w/shiner for the point of beginning; Thence continuing along said South line N89°54'43"W 2593.47 Feet to an existing #4 rebar marking the the SW corner of said S/2 S/2 SE/4; Thence along the West line thereof N00°07'09"E 521.78 Feet to a #3 rebar w/cap; Thence S89°54'43"E 2593.73 Feet to an existing #3 rebar w/cap; Thence S00°08'53"W 521.73 Feet to the point of beginning.

has filed with the Sallisaw Planning Commission a written application # **PC 2022-0012** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from agriculture (A-1) to residential (R-1)**

The undersigned will present said application to the Sallisaw Planning Commission on **November 1, 2022**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 7th day of October, 2022.

By: **Richard Mosby and Jimmy Blanton**
Owner(s)

or By: **Osburn Land Surveyors, LLC**
Agent

By: **Crystal Sides**
Secretary, Sallisaw Planning Commission

Bill To:
Osburn Land Surveyors, LLC
P.O. Box 1406
Sallisaw, OK 74955

ORDINANCE NO. 2022-14

**AN ORDINANCE AMENDING THE ZONING MAP
OF SALLISAW AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW,
OKLAHOMA.**

SECTION 1.

That the zoning map of the City of Sallisaw, which is part of Section 102-172 of the Code of Ordinances, City of Sallisaw, Oklahoma, is hereby amended in the following particulars, to-wit:

That the following described real estate situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

A 31.07 acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the S/2 S/2 SE/4 of Section 12, Township 11 North, Range 23 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on June 6, 2022. The basis of bearing for the described parcel is N89°54'43"W along the South line of the SE¼ of said Section 12 and is more particularly described as:

Commencing at an ODOT brass cap marking the SE corner of said S½ S½ SE¼; thence along the south line thereof, N89°54'43"W 50.00 feet to a magnail w/shiner for the point of beginning; thence continuing along said South line N89°54'43"W 2593.47 feet to an existing #4 rebar marking the SW corner of said S½ S½ SE¼; thence along the West line thereof N00°07'09"E 521.78 feet to a #3 rebar w/cap; thence S89°54'43"E 2593.73 feet to an existing #3 rebar w/cap; thence S00°08'53"W 521.73 feet to the point of beginning;

be and the same is hereby changed from A-1 to R-1 District, which is owned by Richard Mosby and Ladonna Mosby, husband and wife, and Jimmy Blanton, a single person.

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

APPROVED this 14th day of November, 2022.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Master Fee Schedule Update

ITEM TITLE: Discuss and Consider Approval of Resolution 2022-30; A Resolution Providing for Updates to the City of Sallisaw Master Fee Schedule

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: This update addresses connection fees associated with new electric and water connections. Given the current volatility of the cost of electric and water materials, it has become increasingly hard to calculate new connection costs. This update removes the set costs of connections and lists connection fees as "At cost plus 8% to cover portions of labor". As new connections are needed, the last purchase order issued for the materials will be used to calculate the fees required for new electric and water connections. These changes are noted in Section 4 of the Master Fee Schedule. Staff notes that the "Plus 8%" does not apply to the purchase costs of commercial transformers.

EXHIBITS: 1. BOCC.MFS.City Resolution 2022.30

KEY ISSUES: Cost volatility of electric and water connection costs.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Resolution 2022-30.

RESOLUTION 2022-30

**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE, ESTABLISHING
CERTAIN RATES AND FEES FOR THE CITY OF SALLISAW,
AND SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, certain rates and fees of the Master Fee Schedule have previously been adopted by the Board of City Commissioners in prior resolutions; and

WHEREAS, certain rates and fees now need to be adjusted or added to the Master Fee Schedule; and

WHEREAS, the City Manager has reviewed these rates and fees with the Board of City Commissioners, and the Board of City Commissioners have determined it is necessary to adopt these rates and fees; and

WHEREAS, the Board of City Commissioners may at any time adjust or amend all or portions of the Master Fee Schedule and set certain rates and fees in separate resolutions if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF SALLISAW, OKLAHOMA AS FOLLOWS:

Section 1: The amendment to the Master Fee Schedule, as provided in Exhibit “A” attached hereto and incorporated herein by reference, is hereby adopted and shall be amended in its entirety to reflect the new version as attached to this resolution.

Section 2: That all provisions of any resolution of the Board of City Commissioners of the City of Sallisaw in conflict with the provisions of this resolution be repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on November 15, 2022.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 14th day of November 2022.

**CITY OF SALLISAW, OKLAHOMA
BOARD OF CITY COMMISSIONERS**

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)



CITY OF SALLISAW
MASTER FEE SCHEDULE
EFFECTIVE NOVEMBER 15, 2022

As adopted on NOVEMBER 14, 2022 by the
Board of City Commissioners
and the
Sallisaw Municipal Authority Board of Trustees

Master Fee Schedule Table of Contents

Section 1. Administration and Business Related Fees.....3

Section 2. Recreation and City Facility Rental Fees3

Section 3. Utility Deposits.....4

Section 4. City Utility Rates and Fees5

 Electric Services5

 Sanitation Services7

 Commercial Dumpster Per Cubic Yard Charges-Per Month.....7

 Landfill7

 Water Services.....8

 Sewer Services 10

Section 5. Utility Administration Fees..... 10

Section 6. Cemetery Fees..... 11

Section 7. Fire Department Response and Permit Fees 12

Section 8. Animal Welfare and Shelter Fees 12

 Adoption and Redemption of Impounded Animals 12

 Animal Euthanasia and Cremation Services 13

 Animal Licenses and Permits 13

Section 9. Building Development Permit, Inspection, Pan Review and Code Enforcement Fees..... 14

Section 10. Airport Fees and Permits 18

Section 11. City Labor and Equipment Fees 18

Section 1. Administration and Business Related Fees

Administration and Business Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records	City Cost		
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00		Per video
Copy of Municipal Code Book (must be ordered) City Ordinances Website Link: https://library.municode.com/ok/sallisaw/codes/code_of_ordinances	\$25.00 + city costs		All city ordinances are available at the city website
Copy of City Municipal Budget Document (Bound copy)	\$25.00		Each
Copy of Municipal Budget Document (Electronic copy) City Budget Documents Website Link: http://www.sallisawok.org/129/Budget-Information	NC		No charge. Current and past budget documents can be obtained on city web site.
Copy of Annual Audit Document (Bound copy)	\$15.00		Each
Copy of Annual Audit Document (Electronic copy) City Audits Website Link: http://www.sallisawok.org/131/Financial-Statements-Audits	NC		No charge. Current and past audits can be obtained on city web site.
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits	<i>*See applicable City Ordinance*</i>		
Coin Operated Amusement (Due on or before January 1 st each year)	\$30.00		Per unit per year
Adult Business License Fee	\$1,000.00		Per year
Transient Merchant/Itinerant Vendor License *Issued for a period not to exceed 14 days. *No more than one issuance every 90 days.	\$25.00		Per Day, Per Location Ordinance 2021-12 Sallisaw Code: Chapter 22, Article V, Sections 22-131 thru 22-180.

Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
Civic Center Reservation Fee (Wheeler facility)	\$100.00		Per Event
McGee Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Sallisaw Creek Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Rodeo Arena Use Permit (no contract) (Requires certificate of liability insurance)	\$350.00		Per event
Rodeo Arena Use (Non Profit) Proof of insurance and non-profit status required	NC		No Fee, reservation required
Athletic field key to lights	\$25.00		Deposit, to be returned upon return of key
City Municipal Swimming Pool Admittance Fee	\$3.00		Per person

City Municipal Swimming Pool Season Pass –Single Person. NO REFUNDS	\$30.00		Per season
City Municipal Swimming Pool Season Pass. Maximum of four (4) family members. Additional fee added for each family member in excess of four (4)family members. NO REFUNDS	\$50.00 plus \$10.00 per person over four.		Per season
City Municipal Swimming Pool Private Parties *Subject to availability of pool manager and minimum of two lifeguards. Only available on Tuesday, Wednesday and Thursday from hours of 6:30 to 8:30. Must be scheduled minimum 14 days in advance.	\$250.00		Per event. Maximum event length 2 hours.
Brushy Lake Pavilion Use (Reserved)	\$50.00		Per day
Brushy Lake Camp Site (March 1 thru October 31)	\$20.00		Per night
Brushy Lake Camp Site (November 1 thru February 28 or 29.	\$15.00		Per night

Section 3. Utility Deposits

Residential Utility Deposits ¹	Rate	Rate Change	Note
Utility Deposit –Electric with or without other utility services	\$150.00		Per meter if multiple meters
Utility Deposit -Electric with or without other services and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$200.00		Per meter if multiple meters
Utility Deposit –Water, sewer, sanitation service only or combination of.	\$35.00		Per service
Utility Deposit –Water, sewer, sanitation service only or combination of and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$50.00		Per service
Utility Deposit –Vapor Light Service only (install fees still apply, refer to Section 4.1.1)	\$10.00		Per light

^{d1} Residential utility deposits may be waived or deferred based on customer payment history. Residential Deposits subject to be refunded based on approved city policy.

Deposits Commercial Services	Rate	Rate Change	Note
Minimum Commercial Utility Deposit –Commercial accounts	\$350.00		Minimum deposit for a commercial account

Commercial Deposits over \$350.00 Required Deposit: Deposit is equal to two (2) months bills based upon an estimated 12-month usage for the commercial establishment in question. History of prior occupancy of building may be used to estimate usage and determine deposit if business is of similar nature. If no history exists at location, deposit may be calculated based on other comparable customers or locations the city serves. This deposit may be adjusted up or down after a more accurate history has been recorded for a particular operation. Deposit may also be calculated based on the calculated electric load.	Maximum deposit: \$8,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 2	Estimated water costs to be determined by city and customer. Deposit is subject to adjustment every 12 months based on usage.	
Deposits Industrial Services			
Utility Deposit –Industrial Accounts	NA		Set by Contract
Deposits (Other)			
Residential Construction Poles/Temporary Use	\$150.00		Each
Commercial Construction Pole, Temporary Use	\$350.00		Each
Industrial Construction Pole, Temporary Use	\$500.00		Each

Section 4. City Utility Rates and Fees

Electric Services

Electric Rates	Rate	Rate Change	Note
Refer to separate adopted electric rate resolution			
Security(Vapor) Light Rental and Installation	Rate	Rate Change	Note
Rate codes 1503, 1504, 1513, 1514 for 100/175 Watt security light	\$8.50		Each per month
Rate codes 1501, 1502, 1511 for 100/175 Watt (Shared lights, applies only to existing customers under rate codes 1501, 1502 and 1511 installed prior to September 1, 2008	\$4.75		Each per month
Rate code 1516 Security Light 250 Watt	\$18.50		Each per month
Installation Charge, light only	\$135.00		Each, must be paid before installation
Installation charge for materials, light and pole	\$250.00		Each, must be paid before installation

Electric Connection Fees	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 8% (8% does not apply to commercial transformers) to cover portions of labor. Cost shall include all materials needed to complete connection.			
60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Commercial Underground	\$635.00	COST+8%	Each
Commercial Aerial	\$545.00	COST+8%	Each
Residential Underground	\$545.00	COST+8%	Each
Residential Aerial	\$515.00	COST+8%	Each
225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Self-Contained			
Commercial Underground	\$847.00	COST+8%	Each
Commercial Aerial	\$785.00	COST+8%	Each
Residential Underground	\$785.00	COST+8%	Each
Residential Aerial	\$725.00	COST+8%	Each
200-400 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	\$990.00	COST+8%	Each
Commercial Aerial	\$880.00	COST+8%	Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
400-1600 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	\$1,320.00	COST+8%	Each
Commercial Aerial	\$1,065.00	COST+8%	Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
Distributed Generation Application and Permit Fees			
Interconnecting A Generating Facility Application Fee	\$300.00		Non-refundable
Permit for Distributed Generation Facility (Permit will not be issued until the Interconnecting A Generating Facility Application is reviewed and approved)	\$100.00		

Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	\$12.00		First container
RSW-1, Residential Garbage per month	\$6.00		Each additional container
CSW-1, Commercial Garbage per month	\$15.00		First container
CSW-1, Commercial Garbage per month	\$7.50		Each additional container
Damaged Poly Cart			Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	\$340.00		Per Setting, Prepaid
CSW-2, Dumpster Container	\$4.00		Per Cubic Yard, adjusted for number of times per week it is serviced

Commercial Dumpster Per Cubic Yard Charges-Per Month

Cubic Yards	Per week	Weeks Yr	Mths Year			
1	1	52	12			
		1 TIME	2 TIMES	3 TIMES	4 TIMES	5 TIMES
Current Rate	\$ 4.00	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	\$ 17.33	\$ 34.67	\$ 52.00	\$ 69.33	\$ 86.67
2	2 Cubic Yards per month	\$ 34.67	\$ 69.33	\$ 104.00	\$ 138.67	\$ 173.33
4	4 Cubic Yards per month	\$ 69.33	\$ 138.67	\$ 208.00	\$ 277.33	\$ 346.67
6	6 Cubic Yards per month	\$ 104.00	\$ 208.00	\$ 312.00	\$ 416.00	\$ 520.00
8	8 Cubic Yards per month	\$ 138.67	\$ 277.33	\$ 416.00	\$ 554.67	\$ 693.33

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	\$25.00		
Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	\$25.00 per load		Size 10' length x 5' width x 5' tall
Residential Curbside Pickup 11 CY or More	\$25.00 plus \$3.00 per additional CY over 10		
Commercial Curbside Pickup	Minimum of \$35.00 plus \$5.00 per CY		

Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
Municipal Solid Waste (MSW 1 & 10)	\$34.00		Per ton
Minimum Charge	\$25.00		Per load

Non Hazardous Industrial Waste (NHIW -15)	\$50.00		Per ton
NHIW-Minimum Charge	\$50.00		Per load
Contaminated Soil	\$45.00		Per ton
Contaminated Soil - Minimum Charge	\$45.00		Per load
Shingle Pull Off, using dozer	\$35.00		Dozer pull off (9)
Shingle Pull Off, using excavator	\$75.00		Excavator pull off (12)
Shingle Pull Off, using backhoe	\$45.00		Backhoe pull off
Dead Animals (14)	\$50.00		Per ton
Dead Animals - Minimum Charge	\$25.00		
Shredder Fluff (6)-No Contract	\$34.00		Per ton
Shredder Fluff - Minimum Charge	\$25.00		
Chicken Waste (8)	\$175.00		Per load
Chicken Waste - Minimum Charge	\$25.00		
Sludge Material from Wastewater Plants	\$22.00		Per ton
Sludge - Minimum Charge	\$15.00		
State of Oklahoma Solid Waste Fee (SSF). This fee is charged on solid waste when applicable.	\$1.25		Per ton. This fee charged on solid waste when applicable
Penalty for nonpayment of landfill invoices	10% of unpaid balance		Applied monthly
Landfill Facility Use Deposit (Contract Customer). Deposits may be required for certain customers who pose a payment risk.	Minimum of monthly tonnage costs x 2 or greater		
Copy of Landfill Invoices (outside what is provided with statements).	Minimum charge of \$10.00 + \$0.25 per page		
Tires and White Goods -- NO LONGER ACCEPTED			

Water Services

Water Rates and Fees	Rate	Rate Change	Note
RW-1, Residential Water, effective April 1, 2022			
First 2, 000 gallons (minimum)	\$21.50		
Next 1,000 gallons	\$2.45		Per 1,000 gallons
Next 1,000 gallons	\$2.46		Per 1,000 gallons
Next 1,000 gallons	\$2.47		Per 1,000 gallons
6,001 to 12,000 gallons (+18%)	\$2.89		Per 1,000 gallons
Over 12,000 gallons (+25%)	\$3.61		Per 1,000 gallons
CW-1, Commercial Water, effective July 1, 2019			
First 2, 000 gallons (minimum)	\$24.00		
2,001 to 10,000 gallons	\$2.75		Per 1,000 gallons
10,001 to 18,000 gallons (+18%)	\$3.25		Per 1,000 gallons
Over 18,000 gallons (+25%)	\$4.06		Per 1,000 gallons

Water Service Tap Fees (All prices include tap and meter set)	Rate	Rate Change	Note
Section change 11/14/2022			
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 8% to cover portions of labor. Cost shall include all materials needed to complete connection.			
Three Quarter (3/4) inch water tap	\$532	COST+8%	Each
One (1) Inch Water Tap	\$661	COST+8%	Each
Two(2) Inch Water Tap	\$2,129	COST+8%	Each
Three (3) Inch Water Tap	\$5,407	COST+8%	Each
Four (4) Inch Water Tap	\$6,326	COST+8%	Each
Six (6) Inch Water Tap	\$9,105	COST+8%	Each
Eight (8) Inch Water Tap	\$14,072	COST+8%	Each
Fire Line Tap 4x3 tap with valve	\$1,159	COST+8%	Each
Fire Line Tap 6x3 tap with valve	\$1,200	COST+8%	Each
Fire Line Tap 6x4 tap with valve	\$1,193	COST+8%	Each
Fire Line Tap 8x4 tap with valve	\$1,342	COST+8%	Each
Fire Line Tap 8x6 tap with valve	\$1,478	COST+8%	Each
Fire Line Tap 10x4 tap with valve	\$1,725	COST+8%	Each
Fire Line Tap 10x6 tap with valve	\$1,844	COST+8%	Each
Fire Line Tap 10x8 tap with valve	\$2,064	COST+8%	Each
Fire Line Tap 12x4 tap with valve	\$2,158	COST+8%	Each
Fire Line Tap 12x6 tap with valve	\$2,424	COST+8%	Each
Fire Line Tap 12x8 tap with valve	\$2,698	COST+8%	Each
Fire Line Tap 12x10 tap with valve	\$3,397	COST+8%	Each
Fire Line Tap 4x4 tap and valve (extension only)	\$1,183	COST+8%	Each
Fire Line Tap 6x6 tap and valve (extension only)	\$1,269	COST+8%	Each
Fire Line Tap 8x8 tap and valve (extension only)	\$1,570	COST+8%	Each
Fire Line Tap 10x10 tap and valve (extension only)	\$2,139	COST+8%	Each
Fire Line Tap 12x12 tap and valve (extension only)	\$3,741	COST+8%	Each
Bulk Water Sale Rates and Fees	Rate	Rate Change	Note
Bulk Tank Fill –No meter	\$30.00		Minimum
Plus per 1,000 gallons	\$7.00		
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	\$30.00		Minimum each billing period

Plus per 1,000 gallons	\$7.00		
Fire Hydrant Water Meter Deposit (Requires billing application to be completed)	\$1,250.00		Deposit required for each meter. Must be returned operable for deposit refund

Sewer Services

Sewer Rates and Fees	Rate	Rate Change	Note
RS-1, Residential Sewer, effective April 1, 2022			
(Based on residential water usage for months of November through March, recalculated on July 1 of each year)			
First 2,000 gallons (minimum)	\$15.00		Minimum
Next 1,000 gallons(3,000)	\$1.50		Per 1,000 gallons
Next 1,000 gallons (4,000)	\$1.50		Per 1,000 gallons
Next 1,000 gallons (5,000)	\$1.50		Per 1,000 gallons
Over 5,000 gallons	\$1.50		Per 1,000 gallons
CS-1, Commercial Sewer, effective July 1, 2019 (Based on actual water usage)			
First 2,000 gallons (minimum)	\$17.00		Minimum
Over 2,000 gallons	\$2.25		Per 1,000 gallons
Sewer Service Tap Fees	Rate	Rate Change	Note
Sanitary Sewer Tap Inspection Fee	\$35.00		Each tap. New or Replacement, Residential or Commercial.
Sanitary Sewer Tap Inspection Fee (Industrial)	\$50.00		Each tap
1. Private Sewage Disposal system Permit and Inspection Fee	\$75.00		Per system

Section 5. Utility Administration Fees

Utility Administration Fees	Rate	Rate Change	Note
REALTOR SHORT TERM CONNECT (RESIDENTIAL & SMALL COMMERCIAL REQUIRING METER INSTALL OR DISCONNECT AT METER CAN). 24 Hour electric and water connection (Applies to homes where utility connections are terminated and realtor wishes to show for sale)	\$35.00 per 24 hour period		Per 24 hour period not to exceed 5 days. No Account setup in UB. Requires signed service order
REALTOR SHORT TERM CONNECT (COMMERCIAL SERVICE REQUIRING POLE CONNECTION / DISCONNECTION). 24 Hour electric and water connection (Applies to commercial property where utility connections are terminated and realtor wishes to show for sale)	Base of \$250.00 plus \$40.00 per day		Base required for electric department mobilization for connection and disconnection at pole. No Account setup in UB. Requires signed service order

Utility Reconnect Fee during normal business hours -Residential (8 AM-5 PM, M-F) Electric and/or Water	\$40.00		Per occurrence
Utility Reconnect Fee after normal business hours, weekends & holidays – Residential Electric and/or Water	\$50.00		Per occurrence
Utility Reconnect Fee-Electric crew required during normal business hours (8 AM-5 PM, M-F)	\$150.00		Per occurrence
Utility Reconnect Fee- Electric crew required after normal business hours, weekends & holidays	\$300.00		Per occurrence
Utility Transfer Fee -Applies to transfer of utility account to new service address	\$20.00		Per account
Return Check Fee, applies to all checks written to city	\$25.00 each		Will be applied to all dishonored negotiable instruments given in payment of utility bills (checks, money orders, account drafts, etc.)
Penalty on Unpaid Utility Accounts (Utility only)	10% of balance		
Cut Electric Meter Seal	\$25.00 each		
Electric Meter Test	\$25.00 each		(Independent test at customer's request, no charge if meter is defective)
Utility Account Collection Fee (Collected only if a delinquent account has been sent to a collection agency, collected in addition to the amount due on the utility account)	35% of total sent to collections.		OK Title 11, Section 22-138. Includes unpaid utilities, unpaid fees, penalties, interest, court penalties, court costs, court fines.

Section 6. Cemetery Fees

Cemetery Fees	Rate	Rate Change	Note
Space Purchase	\$250.00		Per space
Columbarium	\$850.00		Per niche with lettering
Columbarium	\$625.00		Per niche without lettering
Grave Opening (Mon-Friday, 7:00 am to 4:00 pm)	\$300.00		
Grave Opening (Arriving after 4:00 pm M-F, or Saturday)	\$400.00		
Grave Opening (Sunday and Holiday)	\$550.00		
Cemetery Register (Paper Copy)	\$10.00		
Cemetery Register (Electronic pdf. file) Can be obtained from web site	NC		
Assist in Urn Burial Monday- Friday	NC		
Assist in Urn Burial Weekends and Holidays	\$50.00		
Set up of Chairs and Gazebo on Weekends & Holidays	\$100.00		

Section 7. Fire Department Response and Permit Fees

Fire Department Response and Permit Fees	Rate	Rate Change	Note
Rates apply to outside city limits non-assist responses or inside/outside city limits hazardous material response.			
Minimum emergency response charge –Class A response, minimum 2 hours	\$1,500.00		
Minimum emergency response charge –Requiring aerial truck, minimum 2 hours	\$2,000.00		
Class A Pumper –After 2 hours	\$400.00		Per hour
Aerial Pumper –After 2 hours	\$750.00		Per hour
Rescue Truck –After 2 hours	\$125.00		Per hour
Minim Pumper Truck –After 2 hours	\$200.00		Per hour
Class 9 Grass Truck –After 2 hours	\$150.00		Per hour
Service Truck –After 2 hours	\$100.00		Per hour
Cascade Trailer –After 2 hours	\$75.00		Per hour
Firefighter Personnel –per hour	\$40.00		Per hour
Firefighter Officer –After 2 hours	\$50.00		Per hour
Equipment Cleanup Charge	\$200.00		Per occurrence
Burn Permit-Agricultural zoned 10 acres or more.	No Charge		5-day Permit
Burn Permit -Non-Agricultural, 5 days	\$10.00		
Open Bon Fire –One (1) time permit per event	\$10.00		Per event

Section 8. Animal Welfare and Shelter Fees

Adoption and Redemption of Impounded Animals

Redemption of Impounded Animals	Rate	Rate Change	Note
Adoption fee for dog or cat. Includes neuter, spay, vaccination for each animal adopted.	\$50.00		Each. Completed prior to animal leaving facility.
Adoption small animal, fowl or domestic bird	\$20.00		Each
Altered dog or cat, first impoundment	NC		
Altered dog or cat, second impoundment	\$40.00		
Altered dog or cat, third or subsequent impoundment	\$80.00		
Unaltered dog or cat, first impoundment	\$30.00		
Unaltered dog or cat, second impoundment	\$60.00		
Unaltered dog or cat, third or subsequent impoundment (Mandatory neuter or spay required)	\$100.00		
Impoundment of livestock or other large animal	\$100.00		Per day plus actual cost of feed and other housing costs.

Boarding Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or deposits)	\$10.00 regular size \$25.00 large size animal \$25.00		Per day per animal. Does not apply to dogs or cats being adopted
Dead animal pick up from residence, animal hospital or clinic. (dog or cat only)			Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Owner surrender of adoptable animal to animal shelter	\$50.00		Per animal

Animal Euthanasia and Cremation Services

EUTHANASIA AND CREMATION SERVICES			
Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	\$45.00		Per animal
Cremation services up to 20 lbs.	\$100.00		Includes urn with engraved plate
Cremation services 21 to 60 lbs.	\$140.00		Includes urn with engraved plate
Cremation services 61 to 80 lbs.	\$160.00		Includes urn with engraved plate
Cremation services 81 to 100 lbs.	\$200.00		Includes urn with engraved plate
Cremation services 101 up to maximum of 250 lbs.	\$230.00		Includes urn with engraved plate

Animal Licenses and Permits

Licenses and Permits for Kennels Keeping Small Animals	Rate	Rate Change	Note
Kennel License (In zoned agriculture areas only)	\$75.00		Per year
Permit for keeping small animals other than dog or cat	\$25.00		Per year
Bee Keeper License (In zoned agriculture areas only)	\$25.00		Per year

Licensing of Dogs and Cats	Rate	Rate Change	Note
LIFETIME LICENSE: Lifetime dog or cat license fee Requires Microchip. Includes registration of microchip.	\$30.00		Lifetime
YEARLY LICENSE: Dog or cat license fee, no microchip. Requires yearly renewal	\$75.00		Per year
Re-issue of lost or destroyed city animal tag	\$10.00		Each Tag
Dog or cat micro-chip Registration in lieu of annual tag, or until change in ownership	\$10.00		
Hobbyist Breeder Permit: A permit may be issued to hobbyist who are in compliance with city ordinances. Limit of four (4), not to exceed five (5) dogs, cats, or combination of. Each animal must have its own permit and location must be inspected by animal welfare and code enforcement.	\$60.00		Requires yearly renewal. In addition, each animal must have its own license.

LIFETIME LICENSE: License for each dog or cat, lifetime or change in ownership for persons over age of 65	Cost of Microchip		
---	-------------------	--	--

Section 9. Building Development Permit, Inspection, Pan Review and Code Enforcement Fees

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$125.00 plus \$.10 psf.		
Commercial Remodel	\$125.00 plus \$0.05 psf.		
Commercial Electrical, Mechanical and Plumbing Permit	\$50.00 plus \$.07 per psf		
Commercial All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$125.00 plus \$0.20 psf		
Residential Building Permit	\$50.00 plus \$.05 psf		
Residential Remodel	\$50.00 plus \$0.03 psf		
Residential All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$50.00 plus \$0.15 psf		
Residential Electrical, Mechanical and Plumbing Permit	\$40.00 plus \$.03 psf		
Manufacturing/Industrial Building Permit	\$300.00		Minimum
Plus per square foot	\$0.10		first 5,000 sf
Plus per square foot	\$0.05		next 20,000 sf
Plus per square foot	\$0.01		over 25,000K sf
Demolition and House Moving Permit	\$50.00		Each
Uniform Building Code Commission Fee \$4.00) + UBCC Administrative Fee (\$0.50)	\$4.50		Each unless permit excluded
Occupancy Permits	Rate	Rate Change	Note
Applies to change of occupants only where and when required			
Single Family	\$20.00		Each
Two Family and Multi-family	\$10.00		Per unit
Commercial	\$20.00 plus \$10.00 per floor		
Industrial	\$50.00		Each
Temporary Occupancy Permit	\$10.00		Each

Street Cut Permits *Contractor required to repair based on city specifications.	Rate	Rate Change	Note
Side Walk Replacement	\$20.00		Each
Curb Cut or Driveway Approach	\$25.00		Each
Asphalt Street or Alley Utility Cut	\$250.00		Each
Concrete Street or Alley Utility Cut	\$250.00		Each
Mobile Home Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Inside Mobile Home Park	\$40.00		Each
Outside Mobile Home Park	\$60.00		Each
Swimming Pool Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Residential Swimming Pool	\$40.00		Each
Commercial, Multi-family	\$100.00		Each
Signage and Billboards	Rate	Rate Change	Note
Non-electric Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$40.00 plus \$0.25 per square foot		
Electrical Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$60.00 plus \$0.25 per square foot		
Temporary advertisement, banners and real estate signs	See Sign Ordinance		
Fuel Storage Tank Permits/Inspection Fees	Rate	Rate Change	Note
Fuel Storage Tanks	\$125.00		Each. Includes piping
Fuel Dispensing Pump	\$30.00		Each
Inspection Fees	Rate	Rate Change	Note
Re-Inspection Fee (Normal Hours, upon 2 nd and subsequent re-inspections	\$25.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$50.00		Per hour, 1 hour minimum
Gas Line Test/Inspection Fee	\$25.00		Each, in addition to permit required
Sewer Tap Inspection Fee	\$25.00		Each, in addition to permit required

Other Permit Fees	Rate	Rate Change	Note
Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$500.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$25.00		
Garage Sale Permit Fee –Residential property, limit 4 per 12-month period, requires application and license for each sale.	NC		
Miscellaneous Permits (includes; storm shelters, awnings, firework stands, fences, tents, siding.(All items not listed but governed by construction codes)	\$20.00		Each
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
Communication Tower Permits and fees	See Ordinance		
Planning Commission	Rate	Rate Change	Note
Planning Commission Applications; All	\$200.00		Each
Administrative Plat Approval (Lot Splits, Small Plats)	\$125.00		Each
Special Use Permit (applicant pays for advertising)	\$200.00		Each
Administrative Zoning Clearance Permit	\$125.00		Each
Plan Reviews	Rate	Rate Change	Note
Preliminary Plan Review (Residential)	\$50.00		Each
Preliminary Plan Review (Commercial)	\$100.00		Each
Preliminary Plan Review (Industrial)	\$150.00		Each
Board of Adjustment	Rate	Rate Change	Note
Board of Adjustment Applications: All Applications.	\$200.00		Each
Appeals of Determination to the PC or BOA (Filed with City Clerk within 15 days)(City Ordinances)	\$100.00		
Board of Appeals (Construction Codes)Filed with City Clerk within 15 days	\$100.00		

Contractor Registration Fees	Rate	Rate Change	Note
As required by state law			
Contractor, first time registration	\$100.00 per license, plus \$50.00 for each Journeyman		
Contractor renewal registration	\$50.00 per license, plus \$25.00 for each Journeyman		
Maps	Rate	Rate Change	Note
11x17 map	\$2.50		Each
11 x 17 map with aerial image background	\$5.00		Each
18x24 map	\$5.00		Each
18 x 24 map with aerial image background	\$10.00		Each
24x36 map	\$10.00		Each
24 x 36 map with aerial image for background	\$15.00		Each
36X48 map	\$15.00		Each
36 x 48 map with aerial image for background	\$25.00		Each
Copies of Construction Documents (per page) NEW			
11x17 NEW B/W or Color	\$4.00		Each
18x24 NEW B/W or Color	\$5.00		Each
24x36 NEW B/W or Color	\$6.00		Each
36x48 NEW B/W or Color	\$7.00		Each
Floodplain Management Fees	Rate	Rate Change	Note
Floodplain Development Permit	\$200.00		Each
Inspection Fee	\$25.00		Per inspection

Section 10. Airport Fees and Permits

Airport Fees and Permits *All subject to requirements of Chapter 14 of the Sallisaw City Code of Ordinances *Per Section 14-82 (8), the Airport Manager may suspend, restrict or revoke any permit for all operations whenever such action is deemed necessary in the interest of public health, safety or welfare	Rate	Rate Change	Note
Permit for providing airport services (14-82). Applies to: • Aviation Flight School, 14-83 • Crop Dusting or Spraying of Agriculture chemicals, 14-84 • Aircraft Rental and Sales Operations, 14-85 • Aircraft maintenance services, 14-86 • Commercial Skydiving Operations, 14-82(19), 14-87 • Other aeronautical services as identified and allowed.	\$125.00		Per year for each service permitted.
Permit for Flying Clubs, 14-88	\$150.00		Per year
Permit for Advertising Signs Posted on Airport Property, 14-82 (10).	\$25.00		Per year, per sign
Permit for Advertising from Aircraft, 14-82 (11)	\$25.00		3-day permit
Permit for Special Events on Airport Property, 14-82 (17)	\$50.00		3-day event permit
Hangar Rental (City Owned). Based on contract or lease.	NA		
Airport facility land lease. Based on contract or lease.	NA		
Fuel cost. Calculated based on delivery cost of fuel and required city profit rate. Subject to daily, weekly or monthly adjustments.			

Section 11. City Labor and Equipment Fees

City Labor and Equipment Fees	Rate	Rate Change	Note
Mobilization fee for large equipment requiring permit for moving to location.	\$3,000.00		Per piece of equipment
Dozer	\$125.00		Per hour, 2 hour minimum charge
Large track hoe (excavator)	\$125.00		Per hour, 2 hour minimum charge
Small track hoe (excavator)	\$75.00		Per hour, 2 hour minimum charge
10 Wheeler Dump Truck	\$125.00		Per hour, 2 hour minimum charge
Road Grader	\$125.00		Per hour, 2 hour minimum charge
Grade-all Excavator	\$125.00		Per hour, 2 hour minimum charge
Front End Loader	\$125.00		Per hour, 2 hour minimum charge
Back-hoe	\$125.00		Per hour, 2 hour minimum charge

Grapple Truck	\$200.00	Per hour, 2 hour minimum charge
Street Sweeper	\$150.00	Per hour, 2 hour minimum charge
Large Tractor Mower	\$100.00	Per hour, 2 hour minimum charge
Small Tractor Mower	\$75.00	Per hour, 2 hour minimum charge
Riding Mower	\$35.00	Per hour, 2 hour minimum charge
Wood Chipper	\$60.00	Per hour, 2 hour minimum charge
Work Truck	\$50.00	Per hour, 2 hour minimum charge
Water Truck	\$75.00	Per hour, 2 hour minimum charge
Skid Steer Loader	\$75.00	Per hour, 2 hour minimum charge
Bucket Truck (Large) (Electric or Telecom)	\$225.00	Per hour, 2 hour minimum charge
Bucket Truck (Small) (Electric or Telecom)	\$200.00	Per hour, 2 hour minimum charge
Digger Derrick	\$175.00	Per hour, 2 hour minimum charge
Mini-Digger Derrick	\$125.00	Per hour, 2 hour minimum charge
Light Tower With Generator	\$50.00	Per hour, 2 hour minimum charge
Trencher	\$50.00	Per hour, 2 hour minimum charge
Cutting Torch, Weed Eater, DR Weed Eater, Chainsaw, Limb Saw	\$25.00	Per hour
Brush Truck	\$40.00	Per hour
Top Soil	\$80.00	Per load
Telecom: Fiber Splice Trailer	\$75.00	Per hour, 2 hour minimum charge
Telecom: Fusion Splicing	\$25.00	Per splice
Telecom: Splice Enclosure Replace Small	\$50.00	Each
Telecom: Splice Enclosure Replace Large	\$250.00	Each
Telecom: Fiber Optic Trunk -Fiber Replace	\$0.50	Per foot
Telecom: Fiber Optic Service Drop Fiber Replace	\$0.20	Per foot
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.	
Materials Used to Repair Damage to City Infrastructure	Cost of materials plus 15% restocking fee	

AGENDA ITEM COMMENTARY

Meeting Date: November 14, 2022
Board: Board of City Commissioners
Subject: Healthy Work Vision Policy

ITEM TITLE: Discuss and Consider Approval of Administrative Policy 1.005.00, Revision 3, Healthy Work Vision Policy

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE: Oklahoma Tobacco Settlement Endowment Trust
(TSET)

BACKGROUND: Staff is proposing changes to our Healthy Vision policy in order to meet the requirements of TSET, which will make us eligible for more grant funding through this organization.

Established by voters, the Oklahoma Tobacco Settlement Endowment Trust (TSET) is a state grantmaking trust devoted to preventing cancer and cardiovascular disease, Oklahoma's leading causes of death. By awarding grants to schools, communities, state agencies and partner organizations, TSET works to improve the health of Oklahoma's citizens. It also funds research and emerging opportunities in the public and private sectors. TSET initiatives are addressing Oklahoma's most pressing public health issues — and creating healthier places for all Oklahomans to live, work, learn and play.

EXHIBITS: 1. 1.005.00 Healthy Work Vision Policy.V3

KEY ISSUES:

- The TSET Healthy Incentive Grant for Communities is designed to help municipalities adopt and implement best and promising practices for tobacco-free environments, access to healthy foods and physical activity opportunities in an effort to improve the health and quality of life for residents.
- In order to become eligible for certain types of TSET grants, organizations are asked to implement certain wellness policies throughout their organization.
- Staff recognizes that certain aspects of this policy will be a work in progress and subject to availability of funding in future budgets. This is noted in the policy.

FUNDING SOURCE: Oklahoma Tobacco Settlement Endowment Trust
City Budget for any required matching funds.

RECOMMENDATION: Staff recommends approval of Administrative Policy 1.005.00,
Revision 3

CITY OF SALLISAW ADMINISTRATIVE POLICY		Policy Number:	1.005.00	Revision	3
		Effective Date	November 14, 2022		
Subject:	Healthy Work Vision Policy				
Department(s):	City Wide				

Purpose

The City of Sallisaw is committed to a healthy workplace, either by promoting employee wellness, or supporting employee access to clean air by limiting exposure to secondhand smoke. The goal of this policy is to create a healthy vision for our workforce, and our community. It is recognized that certain aspects of this policy will be a work in progress over several fiscal years and will be contingent upon funding availability and approval by the Board of City Commissioners.

Background

Employee wellness programs have many benefits. Wellness helps people become more productive. It can reduce the number of sick days an employee may take and various sickness related expenses. More importantly, employee wellness is a vital aspect of building a happier workplace.

SECTION 1: WELLNESS IN THE WORKPLACE

Policy/Procedure

The City of Sallisaw recognizes that we can help improve the health and wellness of our employees by creating an environment that encourages healthy living. By providing information on physical and mental health, we hope to encourage employees to be active and have time for themselves and their families. We want to encourage healthy lifestyles, but we also note that participation in these programs is purely voluntary. To accomplish this, the city commits to doing the following (this list is not exhaustive):

- Providing support for a wellness committee, team, and/or champion as needed for the implementation of the wellness policy.
- Making healthy choices easier by providing more access to healthy food and beverage options and opportunities for physical activity.
- Promote healthy behaviors and choices through appropriate communication resources, such as pamphlets, brochures, posters, webinars, meetings, etc.

- Promote overall weight loss, cessation of using tobacco and vaping products, management of stress, lowering of blood pressure and cholesterol levels, and improvement of physical strength and stamina.
- Conduct ongoing evaluations of our wellness policies and programs.
- Host, or sponsor, community health events.
- Promote nutrition education through seminars, classes, meetings and newsletters.
- Hosting, sponsoring, and/or promoting community health events, such as health fairs, races, and/or festivals.
- Promote use of stairwells.
- Promote use of city walking trails.
- Promote healthy wellness links on the city's website.
- Acknowledge employees who succeed in cessation of tobacco or vaping products and weight loss.
- Host voluntary competitions among our employees, such as 8-week weight loss contests.

SECTION 2: NUTRITION

The City of Sallisaw commits to making healthy food options widely available and easily accessible by selling and offering foods and beverages that meet certain nutrition standard guidelines throughout the workplace, including city-owned/operated vending machines.

Nutrition Standards for Vending

- *Most or 3/4ths* of beverages contain no more than 40 calories per serving (excluding 100 percent fruit juice and unsweetened milk).
- All individual meal items contain no more than 480 mg of sodium per serving.
- All foods contain 0 grams of trans fat per serving.
- All snack foods contain no more than 230 mg of sodium per serving (excluding refrigerated meals).
- *Most or 3/4ths* of packaged foods (excluding nuts and seeds without added fats, oils, or sweeteners, and fruits or vegetables without added caloric sweeteners) contain:
 - o no more than 200 calories per package.
 - o no more than 10 percent of total calories from saturated fat; and
 - o no more than 35 percent of total calories from sugar.

- All milk and milk products will be unsweetened and non-fat or low-fat (1%).
- All juice will be unsweetened and 100 percent juice.
- All vegetable juice will contain no more than 230 mg of sodium per serving.
- All foods are cooked without frying (e.g., steaming, grilling, roasting, broiling, baking, poaching, or sautéing).

Nutrition Standards for Meetings and/or Events

- *Most or 3/4ths* of beverages contain no more than 40 calories per serving (excluding 100 percent fruit juice and unsweetened milk).
- All individual meal items contain no more than 480 mg of sodium per serving.
- All foods contain 0 grams of trans fat per serving.
- All snack foods contain no more than 230 mg of sodium per serving (excluding refrigerated meals).
- Most or 3/4ths of packaged foods (excluding nuts and seeds without added fats, oils, or sweeteners, and fruits or vegetables without added caloric sweeteners) contain:
 - no more than 200 calories per package.
 - no more than 10 percent of total calories from saturated fat; and
 - no more than 35 percent of total calories from sugar.
- All milk and milk products will be unsweetened and non-fat or low-fat (1%).
- All juice will be unsweetened and 100 percent juice.
- All vegetable juice will contain no more than 230 mg of sodium per serving.
- All foods are cooked without frying (e.g., steaming, grilling, roasting, broiling, baking, poaching, or sautéing).

Additional Considerations when Selecting Vendors to Sell, Offer, and/or Cater Food and Beverages at Events:

- Look for and select vendors that do the following:
 - Offer foods that align with the food and beverage provisions of this policy
 - Use healthier cooking techniques, such as steaming, baking, roasting, and grilling
 - Offer a variety of dishes in which vegetables or fruits are the main ingredient
 - Serve condiments and dressings on the side

- Serve foods that are appropriate for the audience and event
 - Comply with [Oklahoma's Food Service Establishment and Temporary Establishment Requirements](#)
- **Promoting Good Nutrition and Healthy Eating Habits Through These Activities and Services:**
- Promoting the purchase of healthy foods and beverages through practices such as pricing strategies and posting flyers.
- Pricing non-nutritious foods and beverages at a higher cost than nutritious foods and beverages
- Identifying healthy food and beverage menu items with signs, symbols, and/or colors.
- Seek input from employees to customize food and beverages sold and offered in the workplace that is nutrient dense and reflects personal preferences, cultural traditions, religious observances, and budgetary considerations.
- Ensuring access to a private space (other than a restroom) that has an electrical outlet and providing flexible paid or unpaid break times to allow mothers to express breast milk and/or breastfeed.
- Providing nutritional information on foods and beverages sold and offered in the workplace.
- Providing nutrition education through activities, such as seminars, workshops, classes, meetings, and/or newsletters.
- Hosting and/or sponsoring a farmers' market on company property or nearby that is open to community members.
- Making cool drinking water available throughout the day at no cost.
- Providing employees with access to a refrigerator, microwave, and sink with a water faucet.
- Use individual and team competitions or challenges in combination with additional interventions to support employees making healthier choices (e.g., fruit and vegetable challenge, hydration challenge).
- Providing financial incentives to employees that participate in workplace weight management programs such as [CDC's Multicomponent Worksite Obesity Prevention](#)
- Encouraging employees to bring healthy foods to special occasions like birthdays and retirement parties or celebrating with non-food items.

- Offering smaller portion sizes.
- Prohibiting the marketing of foods and beverages that do not meet the requirements of the wellness policy.
- Using and combining incentives with other strategies to increase participation in health promotion programs.
- Using tailored health promotion communications to ensure that they are accessible and appealing to employees of different ages, genders, educational levels, job categories, cultures, language, or literacy levels.

SECTION 3: PHYSICAL ACTIVITY

- If possible, provide employees with at least thirty (30) minutes of paid physical activity break time in addition to their regularly scheduled meal breaks.
- Providing technology-based support (e.g., virtual or device-based coaching to help employees set and monitor physical activity goals; step counters/pedometers/other wearable activity monitors combined with goal setting, coaching, challenges, and feedback) to increase physical activity.
- Providing flexible work arrangements to accommodate paid physical activity breaks.
- Providing information about local resources and facilities, such as walking trails, community parks, and/or recreation facilities.
- Promoting stairwell use, if applicable, throughout the workday by making stairs appealing and/or posting motivational signs.
- Using posters, pamphlets, and/or other forms of communication to promote physical activity.
- Promoting employee participation in physical activity by creating exercise clubs, groups, and/or sponsoring employee sports teams.
- If possible, provide an on-site fitness facility or location (e.g., fitness room, gym). (Dependent on availability of funds, goal is FY 2026)
- Providing employees (and, if applicable, their families) with access to an off-site fitness facility. (Dependent on availability of funds)
- Promoting physical activity through activities, such as seminars, workshops, classes, newsletters and/or meetings.
- Promoting short activity breaks throughout the workday.

- Using individual and team competitions or challenges in combination with additional interventions to support employees making healthier choices (e.g., steps challenge, exercise minutes challenge).
- Implement community/shared use policy (*if applicable*).
- Providing safe and secure bicycle parking for employees *and, if applicable, community members*.
- Incorporating 10-minute physical activity breaks into every hour of sedentary meetings, trainings, and other workplace gatherings.
- Promoting walking meetings.
- Providing access to an on-site *changing room and/or locker room with a shower*. (Dependent upon availability of space and funding)
- Providing wayfinding signs placed at strategic locations to make people aware of walkable destinations, including parks, recreational facilities, and other attractions.

SECTION 4: SMOKING AND VAPING IN THE WORKPLACE

Definitions:

1. **Tobacco and Smoking Products.** Any smoking or smokeless product that contains, or is derived from tobacco, and is intended for human consumption, excluding forms of drugs or devices approved for cessation by the United States Food and Drug Administration. This includes non-tobacco products such as e-cigarettes and vapor products, with or without nicotine.
2. **Vapor Products.** Noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. Vapor products shall also include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device.
3. **Indoor Workplace.** Any indoor area including offices, work areas, employee lounges, restrooms, conference rooms, hallways, any other spaces used or visited by employees or the public, and all space between a floor and ceiling that is predominantly or totally enclosed by walls, windows, regardless of doors, doorways, open or closed windows, stairways, or the like.
4. **Breathe Easy Regulations.** Laws and regulations adopted by the State of Oklahoma.

Policy/Procedure

Smoking and secondhand smoke can be harmful in many ways. It affects the heart and blood vessels, increasing the risk of heart attack and stroke in smokers and non-smokers. While some have turned to vaping, this activity is now known to have health affects as well, whether the vaping products contain nicotine or not. Vaping products can also become just as addictive as tobacco products.

1. The use of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor workplace areas owned or operated by the City of Sallisaw. This applies to employees and to customers and visitors while on City premises.
2. The use of tobacco and vaping products, as defined in this policy, in any form, in any indoor or outdoor workplace of the city, shall be prohibited unless otherwise allowed by applicable federal, state or county laws, rules and regulations.
3. The use of tobacco or vaping products, as defined in this policy, in any form, in any vehicle, or equipment with an enclosed cab, owned by the city shall be prohibited.
4. Adoption of State of Oklahoma Breath Easy Regulations. This policy shall adopt the Breath Easy regulations specific to city, county or state buildings. State, county and city buildings are required to be smokefree, and no smoking is permitted within 25 feet outside any entrance or exit.
5. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers regarding this policy.
6. It shall be the responsibility of all City supervisors to enforce this policy.
7. Cessation Support for City Employees. To support employee's efforts to quit the use of tobacco or vaping products, the city offers the following support services.
 - a. Promoting the Oklahoma Tobacco Helpline (1-800-QUIT-NOW or OKHelpline.com) to promote awareness of the statewide services available. This also includes any free cessation counseling available from the Oklahoma Tobacco Helpline.
 - b. If available, communicate and promote the availability of tobacco cessation benefits and insurance coverage to all employees of the city.

References:

- State of Oklahoma Breathe Easy Laws and Regulations, www.ok.gov/breatheeasyok.
- Oklahoma Tobacco Helpline, 1-800-QUITNOW, www.okhelpline.com
- Tobacco Stops With Me website, <https://stopswithme.com/>
- Shape Your Future, <https://shapeyourfutureok.com/>

Rescission Date: NA

This policy shall remain in effect until rescinded or otherwise modified and approved by the Board of City Commissioners.

Mayor, City of Sallisaw

Date: _____

City Manager, City of Sallisaw

Date: _____

Attest

City Clerk

Date: _____

Revision History

Revision 1, February 11, 2019

Revision 2, March 1, 2022 (Rename Policy)

Revision 3, November 14, 2022

ADMINISTRATIVE REPORTS

Meeting Date:	November 14, 2022
Board:	Board of City Commissioners
Subject:	

Upcoming Events

- 10 Box Grand Opening, November 16 at 9:00 am
- Community Thanksgiving Dinner, November 23, 11:00 am to 1:00 pm, Sallisaw Middle School
- Thanksgiving Holiday, November 24, 25
- Christmas Tree Lighting, Thursday November 17
- Christmas Parade, December 10, 6:30 pm
- December Chamber Membership Meeting, December 14, noon, First United Methodist Church
- Christmas Holiday, December 23-26
- New Years Holiday, January 2

City Manager Reports

Things remain busy for city staff. We continue to wrap up projects and implement other projects we have on the table.

Material Supply Chain. We continue to run up against supply chain issues for several material needs of the city. Mostly, these issues surround electric line supplies such as conductors and transformers. We continue to monitor this situation and also monitor the actions of the American Public Power Association as they continue to work with Washington on these issues.

The Sallisaw PD, myself, and representatives of the Chamber and Sallisaw Main Street recently met with a group who represent those who participate in various cruise night events in the community. This was brought about by the last cruise night , and the perception that the Sallisaw PD was performing excessive traffic stops. We had a very productive meeting and dispelled some of the misconceptions about the event. This group will make a presentation to the Board at the November 14th meeting.

Over several months now, we have been issuing event permits for various community events that take place utilizing public property, streets or right-of-way. As we have issued these, we have also been working on tweaking the permits to better meet the needs of the community. We continue to perfect these, as well as preparing an event permit information packet.

The city recently completed a very successful Public Power Week. During the week, our electric department performed several demonstrations at the local schools. We also sponsored public power coloring contests, with the winners receiving pizza parties for their class. I would like to thank the personnel at the electric department, Skylar Fullbrigt and Katie Horton for coordinating all these events. They all did an excellent job.

City staff continues to evaluate equipment needs of the city. We are obtaining various price quotes and plan on applying for USDA equipment grants to assist with purchasing.

City Projects

ODOT. As you are aware, ODOT contractors have started milling and paving Cherokee Ave from Wheeler, east to I-40. This project was much needed, and we are very happy that the state has completed this project. The city was able to obtain several loads of asphalt millings from this project. These millings have been hauled to the wastewater treatment plant for placement on the road surrounding the lagoons.

Final plans have been submitted to ODOT for the Highway 59 North utility re-location. We are now awaiting ODOT approval for the next step.

Our Street Department has been very busy the last few months. They just completed a complete rebuild of a large portion of the landfill entry road and are currently working on a collapsed drainage line in the Choctaw/Cherokee intersection area. This line was originally installed when Cherokee was 4-laned many years ago. We have other drainage line issues of the same type along Cherokee which will need addressed in the near future. We have plans to also discuss this issue with ODOT.