

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
May 4, 2020 AT 6:00 P.M.
VIA VIDEOCONFERENCE
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the April 20, 2020 regular meeting.
2. Consideration of Amendment No. 1 to Agreement for Engineering Services for Water Treatment Plant Improvements with Holloway, Updike, and Bellen, Inc.
3. New Business

(Any matter not known or which could not
have been reasonably foreseen prior to
the posting of the agenda)
4. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 05/04/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 20, 2020 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION VIA VIDEOCONFERENCE, MONDAY, APRIL 20, 2020, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 10:49 A.M. ON APRIL 17, 2020. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE VIA VIDEOCONFERENCE:

Members of the Shawnee Municipal Authority participation:

Chairman Richard Finley	Via Videoconference
Trustee James Harrod	Via Videoconference
Trustee Ed Bolt	Via Videoconference
Trustee Ron Gillham	Via Videoconference
Trustee Darren Rutherford	Via Videoconference
Trustee Mark Sehorn	Via Videoconference
Trustee Ben Salter	Via Videoconference

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

- a. Minutes from the April 6, 2020 regular meeting.
- b. Confirm action taken by the City Commission on Agenda Item No. 4(a) regarding awarding of bid for Solid Waste Collection, Recycling, and Disposal Services.

A motion was made by Trustee Gillham, seconded by Trustee Rutherford, to approve Consent Agenda Item Nos. 1(a-b). Motion carried 7-0.

AYE: Gillham, Rutherford, Sehorn, Salter, Bolt, Harrod, Finley
NAY: None

AGENDA ITEM NO. 2:

New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:23 p.m.)

RICHARD FINLEY, CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

Shawnee Municipal Authority

2.

Meeting Date: 05/04/2020

HUB Amended Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of Amendment No. 1 to Agreement for Engineering Services for Water Treatment Plant Improvements with Holloway, Updike, and Bellen, Inc.

Fiscal Impact

Attachments

HUB Agreement

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENGINEERING SERVICES
WATER TREATMENT PLANT IMPROVEMENTS**

THIS AMENDMENT NO. 1 dated the _____ day of _____, 2020 to the Agreement for Engineering Services dated February 3, 2020 between the Shawnee Municipal Authority (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

WHEREAS, the Owner and the Engineer entered into an agreement for an engineering report, design, bidding and construction phase services for improvements to expand the Shawnee Water Treatment Plant; and,

WHEREAS, the Engineer has completed the engineering report;

NOW THEREFORE, the Owner and the Engineer agree to the following:

The Engineer is authorized to proceed with the preliminary and final design services listed in Section IIB and Section IIC as outlined in the agreement.

The Owner agrees to pay the Engineer a total lump sum fee of \$820,000.00 for these services.

The final design (plans and specifications) shall be completed and submitted to the ODEQ within 11 months of the date of this amendment.

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

OWNER:
SHAWNEE MUNICIPAL AUTHORITY

ENGINEER:
HOLLOWAY, UPDIKE AND BELLEN,
INC.

Manager

(SEAL)

ATTEST: _____

President


Jammie Parker
Secretary

B.

Field Survey and Preliminary Design:

1. The Engineer will conduct a field survey of the proposed project as necessary to complete the work described.
2. The Engineer shall coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The cost of the geotechnical report will be paid by the Owner.
3. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format acceptable to the ODEQ. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C.

Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
3. The Engineer shall provide the Owner with four copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

- D. Bidding Services: The Engineer will furnish bidding phase services as described below:

ARTICLE 14 - TERMINATION

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

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer: Holloway, Updike and Bellen, Inc.
 818 Eastside Boulevard
 P.O. Box 1543
 Muskogee, OK 74402
 Attention: Jay Updike, President

Owner: Shawnee Municipal Authority
 P.O. Box 1448
 Shawnee, OK 74802
 Chance Allison, Manager

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