



63rd City Council
Mayor Steven J. Gentling
Ward I – John Wood, Ed Wood **Ward II** – Jeff Taylor, Brian Bothroyd
Ward III – Gaylord Z. Thomas, Sharyl Padgett

CITY COUNCIL MEETING
63rd City Council
Tuesday, August 16, 2016, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any council member or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
 - A. Consider approval of minutes of the City Council Workshop held on August 2, 2016 1
 - B. Consider approval of minutes of the Regular City Council Meeting held on August 2, 2016..... 2
 - C. Consider approval to allow the Purchasing Agent to solicit request for proposals for Historic Preservation Project through Community Development Office 7
4. Discussion and possible action concerning final plat for 501 S. Division Street.....11
5. Discussion and possible action on Agreement with Myers Engineering for design and construction administration of improvements to the municipal pool.....13
6. City Manager’s Report
7. Requests/comments from members of the City Council
8. Adjournment.

GUTHRIE PUBLIC WORKS AUTHORITY MEETING
Tuesday, August 16, 2016 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will

be removed from the Consent Agenda and considered separately following this portion of the agenda.

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held August 2, 2016.....35
- 3. Discussion and possible action on Amendment No. 1, Potable Water Infrastructure Maintenance Agreement, with Coyle Public Works Authority.....36
- 4. Adjournment.

MINUTES
CITY COUNCIL MEETING
Council Workshop
August 2, 2016

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, July 29, 2016 before 5:00 p.m. and held Tuesday, August 2, 2016 in the Guthrie City Hall 3rd Floor Conference Room.

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

Members Present:	Steven J. Gentling	John Wood	Jeff Taylor
	Gaylord Z. Thomas	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Kim Biggs	Maxine Pruitt
	Jim Ahlgren	Don Sweger	Eric Harlow

Mayor Gentling declared a quorum with all Council Members in attendance.

Discussion regarding ¾ cent CIP Sales Tax planning. City Manager Johnson provided a timeline listing proposed capital improvement projects with estimated costs and the funding mechanism for each.

City Attorney Randel Shadid arrived at 6:25 p.m.

Discussion regarding Guthrie municipal swimming pool improvements. City Manager Johnson provided information on the cost breakdown of municipal pools/water parks built by the City of Grove and the City of Lindsay. Johnson also presented an overview of how he envisions incorporating the existing facility into a more modern day water park/aquatic center and provided council members with a few different options to consider moving forward.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 6:55 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
August 2, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, July 29, 2016, before 5:00 p.m. and held Tuesday, August 2, 2016, in the Guthrie City Hall Council Chambers.

Mayor Gentling called the meeting to order at 7:04 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Eric Harlow
	Don Sweger		

Mayor Gentling declared a quorum with all Council Members in attendance.

Consent Agenda. Motion by Council Member Taylor, seconded by Council Member E. Wood, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular City Council Meeting held on July 19, 2016.
- B. Consider approval to accept a \$199,978 Victims of Crime Act (VOCA) grant awarded by the Oklahoma District Attorneys Council (DAC) for the Guthrie Police Department.

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Public hearing, Special Use Permit for ATV/off-road/dirt bike use at 829 E. Triplett Road.

The applicant filed an application for the Planning Commission to approve a special use permit to be issued for property located at 829 E. Triplett Rd. that would allow for ATV/off-road/dirt bike use in an area zoned C-2 (General Commercial). The Guthrie Planning Commission met on July 14, 2016 to hear the application for a special use permit to be issued for property located at 829 E. Triplett Rd. to allow for ATV/off-road/dirt bike use in an area zoned C-2 (General Commercial). The Planning Commission voted unanimously (4-0) to recommend not approving this special use permit. A public hearing was held for the purpose of soliciting public comment(s) regarding this request. Mr. James Long at 512 E. Washington Avenue spoke in favor of the special use permit. The applicant, Mr. Mark Miller, provided photos of the property and

spoke about his plans of developing an ATV track and hosting ATV/dirt bike events. Ms. Tonya Anderson at 519 E. Triplett Road spoke in opposition of the request. Mr. Dwayne Butler at 1025 E. Triplett Road spoke in opposition of the request. Ms. Karen Schandorf at 1123 E. Triplett Road spoke in opposition of the request. Mr. Randy Robinson 4300 S. Westminster spoke in favor of the request. Ms. Joy Ferrales at 816 E. Triplett Road spoke in opposition of the request. Mr. Vern Ogden, planning commission member, explained the Commissions reasoning behind denying the special use permit.

Council Member Padgett left the Council Chambers at 7:43 p.m.

Motion by Council Member E. Wood, seconded by Council Member Bothroyd, moved approval of issuing a special use permit to allow for ATV / off-road / dirt bike use at 829 E. Triplett Road. Council Members entered their votes and the votes were displayed with the following results:

Aye: E. Wood, Bothroyd

Nay: Gentling, J. Wood, Thomas, Taylor

Mayor Gentling declared the motion failed with two (2) ayes and four (4) nays.

Council Member Padgett returned to the Council Chambers at 7:44 p.m.

Ordinance No. 3292. Motion by Council Member Thomas, seconded by Council Member Bothroyd, moved approval of Ordinance No. 3292 amending the Guthrie Code of Ordinances concerning construction and operation of lagoons. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3293. Motion by Council Member Thomas, seconded by Council Member Bothroyd, moved approval of Ordinance No. 3293 amending the Guthrie Code of Ordinances, Chapter 1, Article 13, Section C-5: Reserve Police Force. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-09. Motion by Council Member Thomas, seconded by Council Member E. Wood, moved approval of Resolution No. 2016-09 amending the General Rules of Guthrie and Liberty Lake. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-15. Staff recommended nominating Ms. Kristi Hort. Motion by Council Member Bothroyd, seconded by Council Member Thomas, moved approval of Resolution No. 2016-15, casting a vote for Ms. Kristi Hort to fill the Trustee position for the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF). Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: Gentling

Mayor Gentling declared the motion carried with six (6) ayes and one (1) nay.

Resolution No. 2016-16. Motion by Council Member Taylor, seconded by Council Member Padgett, moved approval of Resolution No. 2016-16, executing a Maintenance Agreement for participation in the project for highway lighting designated as Federal-aid Project No. ACSTP-242C(046)SS, Job Piece No. 21860(04). Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Maintenance Agreement. Motion by Council Member Taylor, seconded by Council Member Thomas, moved approval of the maintenance agreement between Oklahoma Department of Transportation (ODOT) and the City of Guthrie for the installation of Highway Lighting along State Highway 33 from 12th Street to Division Avenue and Interpretive Kiosk in the City of Guthrie, Logan County. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Disc Golf Course. Motion by Council Member E. Wood, seconded by Vice Mayor J. Wood, moved approval of authorizing staff to continue developing the disc golf course in Highland Park and utilizing up to \$20,000 of hotel/motel tax funds. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Mayor's appointment to the Guthrie Park Board. Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved approval of the Mayor's nomination of appointing Ms. Jennifer Rosson to the Park Board. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

City Manager's Report: City Manager Johnson announced that the City was awarded the Transportation Alternatives Program (TAP) Grant in the amount \$848,007 for downtown improvements. The City's match for this grant is \$169,601 and will be funded with the sales tax received from the Mumford & Sons concert in 2013. Johnson thanked Cody Mosley and Maxine Pruitt for their role in applying for this grant. Johnson also thanked each member of the Downtown Improvement Committee for their many hours of service in developing the multitude of plans for the downtown area.

Requests/Comments from Members of the City Council: Thanked Maxine and Cody for their work on the TAP grant; requested a workshop to discuss the strategic plan; announced upcoming community events; and thanked all those involved for the success of the First Capital Triathlon.

Executive Session. Motion by Council Member Bothroyd, seconded by Council Member Taylor, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:

- A. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Mark Bruning Case No. CIV-15-0003-HE).

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously at 8:07 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd, City Manager Johnson, City Attorney Shadid, and Human Resources Director Ahlgren.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 8:15 p.m. and stated no action was taken in Executive Session.

Consider action regarding Mark Bruning Case No. CIV-15-0003-HE. Motion by Vice Mayor J. Wood, seconded by Council Member Thomas, moved to authorize staff to continue negotiations. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 8:16 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

August 16, 2016

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Consider approval to allow the Purchasing Agent to solicit request for proposals for Historic Preservation Project through Community Development Office.

Summary

RPF No. 2016-04 allows a request for proposals to be released in efforts to develop an augmented reality walking tour app in the Historic District. The City of Guthrie received \$12,000 through the Oklahoma Historical Society with a 60/40 matching requirement. Private agencies within the community have committed to financial support in order to complete the project as well. The purpose of this process is to select the most qualified vendor that can offer the highest quality service to the City of Guthrie at a competitive price.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-05-53-6373</u>	Amount	<u>\$4,000</u>
Legal Review	<u>N/A</u>	Required	Completed Date: _____

Supporting documents attached

- RFP 2016-04

Recommendation

Approve the Purchasing Agent to solicit request for proposals for Historic Preservation Walking Tour App for Guthrie Community Development Office.

Action Needed Public Hearing Motion Emergency Clause

(SHPO Revision to Guthrie's second Draft, August 1, 2016)
REQUEST FOR PROPOSALS
RFP 2016-04
AUGMENTED REALITY HISTORIC WALKING TOUR

1. INTRODUCTION

The City of Guthrie Department of Community & Economic Development is soliciting proposals to construct a white labeled augmented reality (AR) app featuring a walking tour of downtown Guthrie, Logan County, Oklahoma. The project is funded, in part, with the City of Guthrie's \$12,000 federal grant through the Oklahoma State Historic Preservation Office's (OK/SHPO) Certified Local Governments Fund, which is a portion of the OK/SHPO's Historic Preservation Fund (HPF) allocation from the U.S. Department of the Interior. The project will document the evolution of at least six (6) buildings/structures within the Capital Townsite Historic District.

We want Guthrie's youth to have an appreciation for the community's heritage and to recognize the importance of preserving it for future generations. AR is a new technology that we expect current elementary school students to grow up using. The technology will provide an effective means for sharing these messages with them.

2. WORK TO BE ACCOMPLISHED

The project will result in development of a white-labeled, Guthrie branded app featuring a walking tour using augmented reality.

The tour will be developed for historic properties within the Capital Townsite Historic District in Guthrie, Oklahoma (see map attached). This district is a portion of the Guthrie Historic District, roughly bounded by 14th, College Avenue, Pine Street, & Lincoln Avenue, which is listed in the National Register of Historic Places.

AUGMENTED REALITY WALKING TOUR APP:

The app team will complete a Guthrie branded white labeled app using augmented reality technologies to share the story of downtown Guthrie's evolution since its founding.

The app must be simple to use. Open the app, determine location, begin the tour, scan targeted images and allow for a story to be told. Similar to QR codes, the scanned image will initiate a video from a historic character, portrayed by a local volunteer, welcoming the viewer to Guthrie and sharing a story of how that particular building has evolved over time, how it has looked, how it has functioned, when it was built, and more. Simplicity and easy to understand steps are crucial to the project's success.

The City will provide research materials compiled for several buildings within the Capital Townsite Historic District, and the buildings featured in the tour will be selected from this body of information. Additionally, the City will film the historic characters and provide the footage to the contractor for the project. Camera equipment and a green screen will be made available in City Hall for the contractor's use in developing the final product.

The project will also result in a low-tech version of the app for use by those who do not have access to or who are not comfortable with the AR technology. This version will ensure that this audience has access to the same information about the historic buildings as is provided in the AR version.

Also, the project will result in production of a map that coincides with the app and that can be used as a stand-alone, hard copy guide for walking tours.

When the app is launched, users must see the acknowledgement of support (e.g. pop up ad) for the federal funds from the OK/SHPO and for financial assistance from local donors.

A. Identification of Properties

1. The City shall provide the contractor with documentation on the development and history of twenty (20) buildings within the Capital Townsite Historic District. A minimum of six (6) of these shall be included in the project based on available information, historical significance, architecture, and location relative to the other buildings selected.
2. The app shall coincide with a hard copy tour map outlining tour destinations.

PROPOSAL SUBMISSION

Individuals interested in participating in this project shall submit a complete professional-quality proposal which includes:

1. Letter stating interest and capacity to undertake the project
2. Summary of previous experience in successfully completing similar products, as determined by a list of references and completed projects
3. Description of the final deliverables for the project
4. Work Schedule that identifies milestones and includes review timeframes as specified below.
5. A fixed price for completion of the entire project
6. Designation of personnel to be involved (provide a resume or vitae)
7. Proposed payment schedule based on completion of milestones consistent with the project schedule.

Incomplete proposals will not be considered.

PROJECT SCHEDULE

All work must be completed by June 1, 2017, and the schedule must include review periods as indicated below. The contractor shall provide monthly progress reports to the City of Guthrie on the date and in a format agreed to at the time of contract award.

By March 10, 2017, the contractor shall provide the City a first draft of the tour map and app for a thirty (30) day review (review comments provided to contractor by April 10, 2017). By May 10, 2017, the contractor shall provide the City the final design for the

tour map and app for a fifteen (15) day review (comments provided to the contractor by May 25, 2017). By June 1, 2017, the contractor shall provide the City the final app and seven (7) copies of the tour map.

PROHIBITED INTEREST

No City of Guthrie employee, officer or agent shall participate in the selection or in the award or administration of a contract supported by the grant funds if a conflict of interest would arise when: (1) the employee, officer or agent; (2) any member of his immediate family; (3) his or her partner; or (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for the contract award.

EQUAL EMPLOYMENT OPPORTUNITIES

In connection with this proposal, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped or disadvantaged person, or disabled or war veteran. The Developer shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the City of Guthrie for the purposes of investigation to ascertain compliance with the non-discrimination/minority business provision of any resultant contract. For more information, contact Cody Mosley, City of Guthrie Historic Preservation Officer, at 405-282-0190 or cmosley@cityofguthrie.com. All proposals received by 4:00 PM CDT, Wednesday, September 16, 2015, will be considered. Proposals submitted electronically will not be accepted. Proposals shall be submitted to:

City Clerk's Office
Attn: Jessie Bryan
101 N Second St
Guthrie OK 73044



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

August 16, 2016

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action concerning final plat for 501 S. Division Street.

Summary

Consideration of approving final plat for 501 S. Division as recommended by the Planning Commission. Planning Commission met on 8/11/2016 and voted unanimously to approve the final plat for what will be a Goodwill retail store.

Funding Expected _____ Revenue _____ Expenditure N/A

Budgeted _____ Yes _____ No N/A

Account Number _____ **Amount** _____

Legal Review N/A _____ Required Completed Date: _____

Supporting documents attached

- Final Plat

Recommendation

Approve the Final Plat for 501 S. Division St.

Action Needed Public Hearing Motion _____ Emergency Clause



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: August 16, 2016, Contact: Bruce Johnson, City Manager

Agenda Item

Discussion and possible action on Agreement with Myers Engineering for design and construction administration of improvements to the municipal pool.

Summary

Ideas for design, renovation, and construction of recreational aquatics facilities as discussed as part of the CIP Sales Tax were presented at the August 2, 2016 City Council workshop. This agreement is for professional services from Myers Engineering to begin work on aquatics facilities improvements, including site study and reporting, design, plan preparation, bidding, and construction to design and/or refurbish and improve the existing swimming pool, bath house facility, and overall site.

Funding Expected: Revenue, Expenditure (checked), N/A; Budgeted: Yes (checked), No, N/A

Account Number: TBD, Amount: \$215,000 for engineering services (lump sum); \$720/day for Resident Project Representative Services plus additional fees for staking & surveying

Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Agreement with Myers Engineering for Professional Services

Recommendation

Approve agreement.

Action Needed: Public Hearing, Motion (checked), Emergency Clause

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Guthrie (“Owner”) and

Myers Engineering, Consulting Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Guthrie Municipal Pool located in Highland Park MECE No. 216028 (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

Design and Construction administration of improvements to the City of Guthrie Municipal Pool located in Highland Park

These services will include:

1. Study and Report Phase, Preliminary Design Phase, Final Design Phase, and Preparation of Plans and Specification Documents, Bidding Phase, Construction Phase, and Resident Project Representative Services. In particular the elements of design are as follows:

Swimming Pool Design

- The engineer will design a retrofit of the existing swimming pool to meet current OSHD standards and current IBC standards.
- The pool design shall also include :
 - Zero-depth entry (beach entry)
 - Lap swimming/exercise area
 - Water slide and other features
 - Diving Board
- Design of necessary pool recirculation, filtration and disinfection systems
- Electrical demand for the pool

Bath House Facility Design

- Provide Architectural, Mechanical, Electrical Plumbing and Structural Design
- Final floor plan, architectural finishes
- Layout for changing spaces, staff space/office, storage, etc.
- Lighting, room ventilation, and exhaust requirements
- Water and wastewater connection
- Structural design of pool, perimeter deck and bath house building

Site Design

- Site survey
- Grading plan and Parking Area Improvements
- Water and Sanitary Sewer design
- Demolition
- Drainage

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **12 months**. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants 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.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any 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 such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state of Oklahoma.
- D. Engineer neither guarantees the performance of any contractor, subcontractor, or supplier, nor assumes responsibility for any contractor, subcontractor, or supplier's failure to furnish and perform its work in accordance with the contract between Owner and such contractor, subcontractor, or supplier. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 1. Engineering Services for swimming pool, bath house facility design, site design and project coordination - a Lump Sum amount of **\$215,000.00**.
 2. Resident Project Representative Services – as requested **to be billed at a daily rate of \$720.00 per day.**
 3. Construction Surveying and Staking Services – Fees for this service will be paid on an hourly basis. The extent of the required staking will be determined and agreed upon for each portion of construction work prior to commencement of the construction phase.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Attachments: Exhibit A, Engineer's Services
Exhibit B, Owner's Responsibilities.
Exhibit D, Resident Project Representative
Exhibit I, Engineer's Standard Hourly Rates

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

OWNER:

ENGINEER:

(signature appears on original))

By: Steven J. Gentling

By: William T. Myers

Title: Mayor

Title: President

Date Signed: _____

Date Signed: August 12, 2016

Engineer License or Firm's Certificate
Number: CA 121

State of: Oklahoma

Address for giving notices:

Address for giving notices:

Bruce Johnson, City Manager

William T. Myers, P.E., Project Engineer

City of Guthrie

Myers Engineering, Consulting Engineers, Inc.

P.O. Box 908

13911 Quail Pointe Drive

Guthrie, OK 73052

Oklahoma City, OK 73134

405-282-0496

405-755-5325

bjohnson@cityofguthrie.com

billm@mece.us.com

Engineer's Services

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify, evaluate and offer alternate solution(s) available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[N/A]*.
7. Furnish 2 review copies of the Report and any other deliverables to Owner within 45 calendar days of the Effective Date and review it with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other deliverables to the Owner within 30 calendar days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

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

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. ~~Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~ [N/A]
 6. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, and review them with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer. Devise a design and construction schedule and distribute to the Owner.
 4. ~~Perform or provide the following additional Final Design Phase tasks or deliverables:~~ [N/A]
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 30 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors

(such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - 2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - 4. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 - 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 - 6. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:~~ [N/A]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

- ~~3.~~ *Construction Surveying and Staking.* Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.7, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
4. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
5. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
10. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and

interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

11. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
12. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
13. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
14. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
15. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
16. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety

precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

17. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
18. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
19. ~~*Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables:~~ [N/A].
20. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. ~~Perform or provide the following additional Post-Construction Phase tasks or deliverables:~~ [N/A]

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- B. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Short Form of Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance

counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. ~~Perform or provide the following additional services:~~ *[N/A]*.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Short Form of Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. *Liaison:*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders,

work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

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

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

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Engineer's Standard Hourly Rates

E. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix I and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

F. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Member Description	Department	Hourly Rate
CADD Technician Level 1	CADD	\$ 80.00
CADD Technician Level 2	CADD	\$ 110.00
Inspector Level 1	Construction Management	\$ 90.00
Inspector Level 2	Construction Management	\$ 105.00
Plant Operator/Trainer	Construction Management	\$ 110.00
Engineering Assistant-1	Engineering	\$ 65.00
Engineering Assistant-2	Engineering	\$ 80.00
Engineering Assistant-3	Engineering	\$ 85.00
Engineering Intern	Engineering	\$ 100.00
Engineering Technician	Engineering	\$ 90.00
Project Engineer	Engineering	\$ 150.00
Program Manager	Engineering	\$ 95.00
Principal Engineer	Engineering	\$ 200.00
Professional Hydrologist	Engineering	\$ 200.00
Global Positioning	Survey	\$ 145.00
Licensed Surveyor	Survey	\$ 115.00
Survey Technician	Survey	\$ 110.00
Survey Assistant	Survey	\$ 45.00

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
August 2, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, July 29, 2016, before 5:00 p.m. and held Tuesday, August 2, 2016, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Vice Chairman John Wood.

Invocation was given by Pastor Don Riepe, Guthrie Christian Church.

Chairman Gentling called the meeting to order at 7:01 p.m.

Members Present:	Steven J. Gentling	John Wood	Jeff Taylor
	Gaylord Z. Thomas	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Eric Harlow
	Don Sweger		

Chairman Gentling declared a quorum all Trustee Members in attendance.

Public Comments, Community Announcements, and Recognition. None.

Consent Agenda. Motion by Vice Chairman Wood, seconded by Trustee Thomas, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held July 19, 2016.

Trustees entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 7:03 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting August 16, 2016	Contact Bruce Johnson, City Manager
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Agenda Item

Discussion and possible action on Amendment No. 1 to the Coyle Take or Pay Water Purchase Contract.

Summary

The City of Coyle currently purchases water from the Guthrie Public Works Authority through the Take or Pay Purchase Contract signed August 19, 2014. They are in need of required water quality samplings, meter readings of 155 active meters, management of the sewer lagoons and irrigation sprinklers, and occasional repair and maintenance of the potable water infrastructure. In exchange for these services from GPWA, Coyle will agree to reimburse the GPWA for this work and will not object to future annexation efforts that do not affect Coyle’s service area or authority and jurisdiction to provide water in annexed areas.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>TBD</u>	Amount	<u>See Work Rates schedule</u>
Legal Review	<input type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Amendment No. 1
- GPWA External Work Rates

Recommendation

Approve Amendment No. 1.

Action Needed Public Hearing Motion Emergency Clause

Coyle Public Works Authority
Take or Pay Water Purchase Contract
Amendment No. 1
Potable Water Infrastructure Maintenance Agreement

This Potable Water Infrastructure Maintenance Agreement Amendment (“Amendment”) is made and entered into this _____ day of _____, 2016, (the “Effective Date”) by and between the Coyle Public Works Authority, Logan County, Oklahoma, (“Coyle”) and the Guthrie Public Works Authority (the “GPWA”).

WHEREAS, Coyle is purchasing water from the Guthrie Public Works Authority and,

WHEREAS, Coyle has become unable to perform the required samplings for the water system and,

WHEREAS, Coyle is unable to read and collect data from their 155 active meters for their water customers and,

WHEREAS, Coyle is further unable to provide maintenance for the complete water distribution system and,

WHEREAS, Coyle has approached the Guthrie Public Works Authority to provide these services on a regular basis and are set forth in this Amendment as follows:

1. Coyle, OK2004203 SDWA sampling requirements:
 - a. One (1) bacteriological sample per month (COLIFORM, TCR)
 - b. One (1) DBP Stage 2 sample (analyzed for TTHMs and HAA5s) every three years taken during September
 - c. Ten (10) lead and copper tap water samples every 6 months (January through June, July through December)
 - i. One (1) additional lead and copper source water sample (taken at each active entry point to distribution) is also due every 6 months due to the July 2016 Notice of Exceedance
 - ii. Two (2) water quality parameter samples taken at each active entry point to distribution is due every 6 months
 - iii. Two (2) water quality parameter samples at 1 point in distribution (such as a lead and copper or bacteriological sample site) due every 6 month
2. Add to that daily chlorine testing at two locations for the Monthly Operating Report.
3. Management of the sewer lagoons, and irrigation sprinklers

4. Meter reads, which are generally conducted on the 28th of the month - with the reading conducted on the 27th if the 28th is a Saturday, and on the 29th if the 28th is on a Sunday.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, understanding, and conditions herein contained, the parties hereto mutually promise and agree as follows:

1. Coyle may, from time to time, request assistance for the GPWA in repairing and maintaining the physical potable water infrastructure of the Coyle Public Works Authority.
2. The GPWA shall make all such efforts to respond and perform all requested maintenance work in a timely and workmanlike manner.
3. Coyle shall reimburse the GPWA for the actual costs and expenses incurred in performing said requested maintenance work, including but not limited to, actual costs of labor and materials.
4. Coyle will not object to future annexation efforts of the GPWA with the understanding that any future annexation will not affect Coyle's service area or the authority and jurisdiction to provide water in said annexed areas.
5. There are no unwritten oral agreements between the parties. This is Amendment No. 1, Potable Water Infrastructure Maintenance Agreement to the Take or Pay Water Purchase Contract, executed August 19, 2014. Any provision of this Amendment may be changed, waived or terminated only by a written instrument that specifically refers to this Amendment and is signed by the party against whom the change, waiver or termination is sought to be enforced. Each of the parties hereto hereby acknowledges no other party, or agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this Amendment or any of the other documents referred to herein and each party hereto acknowledges it has not executed this Amendment or such other documents in reliance upon any such promise, representation or warranty not contained herein.
6. Waiver. The failure of any party to enforce any of the provisions of this Amendment, or any rights with respect hereto, or the failure to exercise any right provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Amendment. The failure of any party to enforce any such provisions, rights or remedies will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or remedies which it may have under this Amendment. No course of performance, course of dealing, custom of usage or practice which may evolve between the parties shall waive or diminish the right of either party to insist upon the performance by the parties in strict accordance with the terms hereof.

7. Each party may enforce the terms of this Amendment by any means available at law or equity.
8. This Amendment shall be governed by, construed, and enforced in accordance with the laws of the United States and the State of Oklahoma.

In witness whereof, the parties hereto have subscribed their names on the dates set forth below.

Coyle Public Works Authority

By: _____

Name: _____

Title: Chairman _____

Date: _____

Guthrie Public Works Authority

By: _____

Name: _____

Title: Chairman _____

Date: _____

ATTEST:

Secretary



Guthrie Public Works Authority

407 Commerce Blvd.
Guthrie, OK 73044
405-282-8400

WATER - WASTE WATER – LINE MAINTENANCE EXTERNAL WORK RATES

LABOR: (Service Person w/Truck)

Normal Working Hours w/Truck (7:00 to 4:00)	\$ 35.00/Hr.
Overtime Work Hours w/Truck	\$ 52.50/Hr.

1 Service Man Normal Hours	\$ 15.00/Hr.
1 Service Man Overtime Hours	\$ 22.50/Hr.

TRUCKS:

Service Truck w/Tools	\$ 20.00/Hr.
Specialty Tools or Equipment	\$ 15.00/Hr.

OTHER EQUIPMENT:

Dump Truck	\$35.00/Hr. w/operator	\$ 55.00/Hr.
Mini Excavator	\$18.00/Hr. w/operator	\$ 28.00/Hr.
Backhoe	\$33.00/Hr. w/operator	\$ 53.00/Hr.
Loader	\$29.00/Hr. w/operator	\$ 49.00/Hr.

10% will be added to each invoice total for insurance.

City of Guthrie
A/P Claims List
 from 8/4/2016 to 8/4/2016

Invoice #	Vendor	Description	Account	Cost
AUG2016	OKLAHOMA UNIFORM BLDG	STATE BUILDING FEES	01-00-00-2013	\$132.00
JUNE2016	NEW HORIZONS 22959	CLEANING SERVICES FOR THE LIBRARY	01-01-00-6112	\$190.00
82754060	SIMPLEX-GRINNELL(20886)	Yearly inspection & services on Fire Alarm &	01-01-00-6112	\$224.00
AUG2016	O.M.A.G (21303)	GENERAL COVERAGE	01-01-00-6326	\$3,742.94
AUG2016	O.M.A.G (21302)	OMAG Workers Comp Coverage - General	01-01-00-6326	\$12,747.16
AUG2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
2035995	CITY TREASURERS (105)	Filing of Easements and GEDA Trust	01-03-30-6355	\$73.00
2035996	MICHAEL JOHNS 22895	MEAL REIMBURSEMENT	01-07-70-6343	\$33.19
2035832	CITY TREASURERS (105)	Filing liens at Courthouse	01-07-74-6354	\$897.00
cpd32910/cpd329	BROWN TRANSPORTATION	Rock on State Contract	01-12-00-6113	\$31,812.73
AUG2016	RURAL WATER DISTRICT	Monthly Water Service	01-15-11-6112	\$69.40
		Total GENERAL FUND		\$54,094.21
JUN2016	NEW HORIZONS 22959	CLEANING SERVICES FOR GPWA	20-21-00-6112	\$114.00
AUG2016	O.M.A.G (21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
AUG2016	O.M.A.G (21302)	OMAG Workers Comp Coverage - GPWA	20-21-00-6326	\$12,747.16
AUG2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
1035	NORPS, LLC	IT Support Agreement	20-21-00-6373	\$2,771.87
1909	MID AMERICA HYDRO TECH	Blanket PO for Chemicals	20-23-00-6104	\$17,248.00
		Total GPWA OPERATING FUND		\$40,796.76
2035982	MARK DAVIES 22896	LTAIO Presenter plus Mileage	30-30-06-6541	\$167.28
		Total GRANTS FUND		\$167.28
08616	JOEL MOSMAN	PERFORMANCE AT RED BRICK NIGHTS	45-45-00-6342	\$300.00
2035994	LAUREN PALMER	PERFORMANCE AT RED BRICK NIGHTS	45-45-00-6342	\$500.00
AUG2016	THOMAS PRODUCTIONS (23225)	Rental of Staging Services for Block Parties	45-45-00-6342	\$1,250.00
2035993	TRAVIS LINVILLE	PERFORMANCE AT RED BRICK NIGHTS	45-45-00-6342	\$1,000.00
		Total HOTEL/MOTEL TAX FUND		\$3,050.00
1597072	SUNTRUST EQUIPMENT	LEASE PURCHASE 10 WHEEL DUMP	54-56-12-6708	\$7,116.70
		Total CAPITAL PROJECTS		\$7,116.70
AUG2016	OKLA WATER RESOURCES/	CMOM Projects Loan (ORF 100008CW)	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$14,535.56
06-061761-013	UTILITY DEPOSIT REFUND		71-00-00-5555	\$48.45
07-070110-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$53.94
07-072270-013	UTILITY DEPOSIT REFUND		71-00-00-5555	\$26.84
07-074024-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$58.15
08-080760-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$109.28
11-112350-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$12.73
12-121481-022	UTILITY DEPOSIT REFUND		71-00-00-5555	\$4.32
12-121481-023	UTILITY DEPOSIT REFUND		71-00-00-5555	\$35.19
20-200040-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$300.00
99-206242-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$28.43
		Total UTILITY DEPOSIT FUND		\$677.33
AUG2016	O.M.A.G.(21303)	AIRPORT COVERAGE	98-98-00-6329	\$326.69
AUG2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - Airport	98-98-00-6329	\$454.09
AUG2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
		Total AIRPORT FUND		\$855.78
		Total All Funds		\$121,293.62