

**AGENDA OF A REGULAR MEETING OF THE
CHAIRPERSON AND TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY, TO
BE
HELD ON 08/15/2022 AT 7:00 PM
IN THE COMMISSION CHAMBERS
FOLLOWING REGULAR CITY COMMISSION
MEETING**

NOTICE: "Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any item. When more information is needed to act on an item, the Trustees may refer the matter to the Manager or the Municipal Counselor. The Trustees may also refer items to standing committees of the City Commission or to a board or commission for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVE AGENDA - ORDER OF BUSINESS
AND CONTENTS**
4. **APPROVE MINUTES**
 - 4.A. **Ardmore Public Works Authority Regular Minutes**
of the Regular Meeting held on July 5, 2022

Documents:

[APWA MINUTES 07-05-22.PDF](#)

5. **CONSENT AGENDA**

All items listed are considered to be routine by the Authority and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee or a citizen so requests, in which

event the item will be removed from the consent status and considered in its normal sequence on the agenda and approval or rejection of any amendments proposed and considered by the Trustees at the meeting.

5.A. **Consent A**

Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission for an Engineering Services Agreement between the City of Ardmore and Barker and Associates, Inc. for the Design Services Required for Highway 142 Force Main and Waterline Relocation in an Amount Not to Exceed \$26,073.66 for the Waterline Relocation Design and in an Amount Not to Exceed \$24,671.81 for the Force Main Relocation Design for a Total Combined Amount of \$50,745.47

(Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT A.PDF](#)

6. **NEW BUSINESS**

(As defined by the Oklahoma Open Meeting Act 25 OK Statutes § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).

7. **ADJOURN**

**MINUTES OF A REGULAR MEETING OF THE TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY HELD ON
JULY 5, 2022 AT 7:00 PM IN THE COMMISSION CHAMBERS**

Present:	Doug Pfau Sheryl Ellis	Chairperson Vice-Chairperson
	Nancy Sjulín John Credle, Jr. David Plesher	Trustee Trustee Trustee
	Kevin Boatright Lori Linney	Manager Secretary

This meeting was held in compliance with the Oklahoma Open Meeting Act (OSS 25)

1. CALL TO ORDER BY THE CHAIRPERSON

Chairperson Pfau called the meeting to order.

2. ROLL CALL

The Secretary called roll. All were present.

3. APPROVE AGENDA – ORDER OF BUSINESS AND CONTENTS

Motion was made by Trustee Sjulín and seconded by Vice-Chairperson Ellis to approve the agenda as written.

Ayes:	Sjulín, Credle, Plesher, Ellis, Pfau
Nays:	None

4. APPROVE MINUTES

A. of the Ardmore Public Works Authority Regular Meeting held on June 20, 2022

Motion was made by Trustee Sjulín and seconded by Trustee Plesher to approve the minutes of June 20, 2022, as written.

Ayes:	Sjulín, Plesher, Ellis, Pfau
Nays:	None
Abstain:	Credle

5. CONSENT

A. Consideration and Possible Action of a One (1) Year Extension for Professional Services between the Ardmore Public Works Authority and Environmental Resource Technologies, LLC for the Operation of the Ardmore Industrial Pretreatment Program with a Term Period of July 1, 2022 to June 30, 2023 in a Total Amount of \$37,800.00

This is a one (1) year extension to an agreement with Environmental Resource Technologies for the operation of the Ardmore Industrial Pretreatment Program in the amount of \$37,800.00. This is a budgeted item in the current fiscal year budget of the Wastewater Treatment Plant.

Motion was made by Vice-Chairperson Ellis and seconded by Trustee Credle to approve Consent Agenda Item 5.A

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau
Nays: None

A. NEW BUSINESS

None

B. ADJOURN

Motion was made by Trustee Plesher and seconded by Vice-Chairperson Ellis to adjourn from this meeting.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau
Nays: None

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5502
Meeting Date August 15, 2022

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to approve engineering services agreement with
Barker and Associates Inc. for the design services required
for the Highway 142 force main and waterline relocation.

Dear Trustees:

Staff is requesting the approval of the attached engineering services agreement with Barker and Associates Inc. for the design services required for the Highway 142 force main and waterline relocation. The cost for these services is not to exceed \$26,073.66 for the waterline relocation design and not to exceed \$24,671.81 for the force main relocation design for a total combined cost of \$50,745.47. The services provided include DEQ permitting, design, bidding and construction administration. This will be funded by the Water Distribution and Sewer Collection annual budgets.

Staff recommends the approval of the attached engineering services agreement with Barker and Associates Inc. in the amount not to exceed \$26,073.66 for the waterline relocation design and in the amount not to exceed \$24,671.81 for the force main relocation design for a total combined cost of \$50,745.47.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____



APWA Manager

AGREEMENT
FOR
ENGINEERING SERVICES

Highway 142 FM and Waterline Relocations

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, including Attachments between the City of Ardmore (Owner) and Barker & Associates, Inc. (Engineer);

WHEREAS, Owner's facility is in conflict with the proposed bridge replacement and highway improvements. Owner wishes to relocate its existing sanitary sewer force main and waterline to clear the proposed bridge replacement and roadway improvements.

WHEREAS, project is planned to be funded by local funds, and;

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

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

ARTICLE 1 – SCOPE OF PROJECT

The scope of the project is described within Attachment A.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, as authorized by Owner.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions. Owner shall perform his responsibilities in a timely manner so as not to delay the services of the Engineer.

ARTICLE 6 - STANDARD OF PERFORMANCE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the prevailing accepted standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product. All engineering work shall be performed by or under the supervision of a Professional Engineer licensed in the State of Oklahoma.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 8 - INSURANCE

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

The ENGINEER shall obtain and maintain during the during the course of this Agreement with the CITY, at the sole expense of the ENGINEER, such insurance as shall protect the City from all claims, under the Governmental Tort Claim's Act, from all claims, for bodily injury, death or performance of engineering services to be rendered hereunder by the ENGINEER or any of his employees. The ENGINEER shall furnish certificates of insurance to the City providing for at least ten (10) days notice to the City of cancellation as follows:

- (1) Professional Liability Insurance, Minimum Limit - \$500,000 aggregate
- (2) Workman's Compensation Insurance, Minimum Limits – Statutory
- (3) General Liability, Minimum Limits - \$1,000,000 Each Occurrence
- (4) Automobile Liability, Minimum Limits - \$1,000,000 Each Occurrence

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) differing or unforeseen subsurface conditions, either natural or man-made; (3) for the location of underground improvements; (4) the errors or omissions of the Owner/Client Contractor or other Subconsultants or Subcontractors on the project.; (5)

procuring permits, certificates, and licenses required for any construction when the Owner is required by other agencies to submit documents. When possible, the Engineer will procure the appropriate permits, certificates and licenses. In any event, the Engineer and the Owner will provide any information it may possess that is necessary to facilitate the procurement of such documents.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of work completed, and to determine in general if the work being observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. The Engineer will not have control over, charge or, or responsibility for the construction means methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the work since these are solely the contractor's rights and responsibilities under the Contract Documents.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, or over competitive bidding or market conditions, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer (and Engineer's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect to the Project. The Owner and Design Professional acknowledge that the Design Professional's Plans and Specifications are instruments of professional service. Nevertheless, the Plans and Specifications prepared under this Agreement shall become the property of the Owner upon completion of the Work. The Owner agrees to hold harmless, indemnify, and defend the Design Professional against all damages, claims, and losses of any kind (including defense costs), arising out of any use of the plans and specifications on any other project, for additions to this project, or for completion of this project, without the written authorization of the Design Professional. They are not intended or represented to be suitable for reuse by Owner or others on

extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or Engineer's independent professional associates or consultants. To the extent permitted by Oklahoma law, Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use.

The Owner and Engineer acknowledge that the Engineer's Plans and Specifications are instruments of professional service. Nevertheless, the Plans and Specifications prepared under this Agreement shall become the property of the Owner upon completion of the Work. To the extent permitted by Oklahoma law, Owner agrees to hold harmless, indemnify, and defend the Engineer against all damages, claims, and losses of any kind (including defense costs), arising out of any use of the plans and specifications on any other project, for additions to this project, or for completion of this project, without the written authorization of the Engineer. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

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

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

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits,

licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer: Barker & Associates, Inc.
 3902 University Boulevard
 Durant, Oklahoma 74701
 Attention: H. Wayne Barker, P.E., President

Owner: City of Ardmore
 23 S. Washington St.
 Ardmore, Oklahoma 73401
 Attention: Mr. Kevin Boatright, City Manager

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 20 - ASSIGNMENT

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

ARTICLE 21 - THIRD PARTY RIGHTS

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

ARTICLE 22 – INTEGRATION AND MODIFICATION

This AGREEMENT includes Attachments A, B, C, D and represent the entire integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

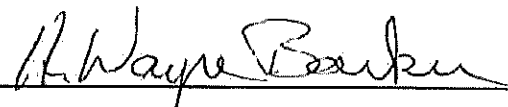
IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Owner: City of Ardmore

Engineer: Barker & Associates, Inc.

By:

By:



Title:

City Manager

Title:

President

Date:

Date:

8-5-22

Attest:

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF ARDMORE, OWNER
AND
BARKER & ASSOCIATES, INC., ENGINEER
FOR
Highway 142 FM and Waterline Relocations**

SCOPE OF SERVICES

The following scope of services shall be made a part of the Agreement dated the ____ day of _____ 2022.

- I. **SCOPE OF PROJECT.** The Project shall consist of performing engineering design and preparation of construction documents to relocate approximately 600 lf of force main and approximately 600lf of 12" potable waterline. Location is at the S.H. 142 over the BNSF railroad bridge in eastern Ardmore.

This project is also known as J/P 31893(06) Utilities, STP-210N(081)UT.

There may be some cost sharing with the Oklahoma Department of Transportation, therefore this agreement is styled to follow their requirements for reimbursement.

- II. **PROJECT UNDERSTANDING.** Engineer understands that the Owner's must relocate its existing force main and potable waterlines to clear the proposed roadway construction. The Owner also maintains an existing large diameter sanitary sewer line in this area that DOES NOT require relocation.

Engineer's duties are described in detail within Section III, Scope of Services, of this Attachment.

- III. **SCOPE OF SERVICES.** Upon written authorization to proceed, the scope of services to be performed by the Engineer will consist of the following general items as detailed on the following pages.

A. Field Reconnaissance.

1. Site Sheet Development & Field Verification. Detailed tasks to be performed by the Engineer are as follows:

- a. Review ODOT proposed improvement drawings.
- b. Coordinate with City staff and ODOT Utility Coordinators

B. Design/Construction Document Preparation Phase. This phase shall consist of preparing final drawings, specifications, contract documents, for construction of the project. Upon authorization to proceed with this phase, the scope of services to be performed by the Engineer shall consist of the following items:

- 1. Owner Consultation. Engineer shall confer with Owner to coordinate any work that may be required.
- 2. Preparation of Final Plans. Engineer shall prepare documents to conform with ODOT and DEQ regulations. Detailed tasks to be performed by the Engineer are as follows:
 - a. The Engineer shall prepare technical specifications, and contract documents for the project.
 - b. The Engineer shall deliver to the Owner for review preliminary plans and specifications in a digital format. This preliminary submittal shall include plan & profile sheets, detail sheets, cross-sections (as necessary), and technical specifications.
 - c. The Engineer shall prepare an estimate of probable construction cost for the Owner review.
 - d. The Engineer shall meet with the Owner, as necessary to discuss review comments. Once all review comments are discussed and a consensus reached, Engineer shall incorporate comments into the final plans and specifications.
 - e. The Engineer shall prepare final plans and specifications, and shall include all technical and contractual provisions necessary for bidding and construction.
 - f. The Engineer shall submit final plans, specifications and contract documents to Owner. Documents may be used by the Owner to obtain any appropriate or required Federal, State, or local agency approvals.

C. Bidding Phase. Upon written notice to proceed from Owner with this phase, the Engineer shall assist Owner with bidding services to advertise for bids from contractors to construct the project. Scope assumes that one bid package will be prepared. City will prepare and issue documents for bid. Detailed tasks to be performed by the Engineer are as follows:

1. Advertisement for Bids.
 - a. Coordinate with City staff and assist City in their efforts of advertising for bids from interested contractors.
 - b. Distribute Plans. Engineer assumes City will distribute bidding documents.
 - c. Pre-bid conference. Engineer will attend and conduct pre-bid meeting, if deemed necessary.
 - d. Addenda. Engineer shall assist City in preparing and issuing any/all addenda or clarifications as necessary.
 - e. Bid Opening. Engineer shall attend and conduct bid opening. City shall receive bids at city designated location.
 - f. Bid Tabulations. Review all bids and prepare bid tabulation.
 - g. Recommendation for Award. Engineer shall prepare a recommendation for award of the construction contract.

2. Contract Preparation. Engineer assumes that City will prepare contracts for execution. Engineer will review and comment if requested.
 - a. Pre-Construction Conference. Engineer shall attend the pre-construction conference.

D. Contract Administration Phase. Upon written notice to proceed from Owner with this phase, the Engineer shall provide construction contract administration services and general engineering oversight during construction of the project. It is assumed that the Owner will provide daily On-Site Project Representative(daily inspection) staff for the duration of the project. Detailed tasks to be performed by the Engineer are as follows:

1. General Oversight. Engineer shall perform general engineering review of the contractors work as the construction progresses to insure conformance with the design concept. These shall be performed through periodic and random site visits estimated to be no more than two (2) visits per month for a total duration not to exceed 3 months.
2. Engineer shall review and approve any shop drawings or material submittals furnished by contractor for general compliance with the design concept.
3. Engineer will interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not guarantee the performance of the contractor.

4. Engineer shall review contractor's application for progressive and final payment, and submit to Owner for approval and payment.
 5. The Engineer shall prepare any necessary contract change orders for Owner's approval.
 6. Engineer shall perform a final inspection with the Owner and contractor prior to the issuance of the statement of substantial completion of all construction and shall submit a written report of such review to the Owner.
 7. Progressive pay estimate review. Review and approve contractors progressive and final pay requests.
- E. Warranty Period Phase.** The Engineer will be available to furnish engineering services and consultations necessary to correct unforeseen project operations difficulties for a period of one (1) year after the date of substantial completion. This may include instruction of the Owner in initial operation and maintenance, but will not include supervision of normal system operation. The Engineer will assist the Owner in performing a review of the project during the 11th month after the date of substantial completion to determine if warranty repair items may be present prior to expiration of contractors warranty period. These services by Engineer shall be provided subject to direct expense costs such as travel, communication, copy, postage and subsistence and per diem costs, as necessary.
1. Engineer shall submit a statement of completion to and obtain the written acceptance of the facility from the Owner and the funding Agency prior to issuance of final payment.
 2. Upon completion and acceptance of the project by the Owner, Engineer will utilize contractors' and resident inspectors record drawings to update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Submit to Owner one digital pdf format record drawings at completion of the Project.
- F. Additional Services.** The Engineer offers services in addition to the basic scope of services outlined above. Should the Owner require such additional services, the fee for such additional services shall be negotiated. Additional services offered include but are not limited to:

1. Provide for property and boundary surveys to determine legal property boundaries of privately owned tracts.
2. Perform courthouse records search to determine property ownership, easement locations, easement preparation, and right of way acquisition services.
3. Perform Daily On-Site Resident Project Representative Services.
4. Retain the services of a Land Surveyor to prepare surveys, prepare new easements for project construction.
5. If required, assist City in negotiations with Federal or State Agencies with items related to the projects effects to floodplain, environmental impacts, hazardous materials remediation, Clean Water Act or other mitigation efforts.

ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF ARDMORE, OWNER
AND
BARKER & ASSOCIATES, INC., ENGINEER
FOR
Highway 142 FM and Waterline Relocations

COMPENSATION

The following compensation provisions shall be made a part of the Agreement dated the ____ day of _____ 2022.

I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER:

For basic engineering services performed under Article 3, Attachment A Owner agrees to pay, as compensation for services set forth in Attachment A, a fee not to exceed the individual task totals below, without authorization by the Owner. Services shall be invoiced based upon progress completed and effort expended. To conform with ODOT policies to obtain reimbursement, services must be billed on an hourly basis with a presented cost not to exceed.

<u>TASK</u>	<u>COST NOT TO EXCEED</u>
Waterline Relocation	\$ 26,073.66
Force Main Relocation	\$ 24,671.81

See the attached manhour breakdown for each task above.

- A. Additional Engineering Services. To be negotiated as necessary. Rate table is attached.

- II. **TIMES OF PAYMENT:** Invoices are due and payable within 30 days of date of invoice. Payments due, but not made to Engineer within 60 days shall be subject to interest at the rate of 1% per month.
- A. Basic Engineering Services. For the basic engineering services performed under Article 3 of the Agreement for Engineering Services, monthly payments shall be made in proportion to services performed.
 - B. Additional Engineering Services. For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**EXHIBIT 1 TO ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF ARDMORE, OWNER
AND
BARKER & ASSOCIATES, INC., ENGINEER
FOR
Highway 142 FM and Waterline Relocations**

RATE SCHEDULE

The following schedule shall be made a part of the Agreement dated the ____ day of _____ 2022.

GENERAL BILLING RATES

<u>Classification</u>	<u>Rate(Not to Exceed Rate Below)</u>
Principal	\$ 230.00 per hour
Project Manager	\$ 178.00 per hour
Project Engineer	\$ 135.00 per hour
Engineering Technician	\$ 90.00 per hour
Cad Technician	\$ 75.00 per hour
Clerical/Admin.	\$ 52.00 per hour
Mileage	\$ 0.625 per mile
Shipping/Overnight	Cost

The above rates include an allowance for typical direct expenses such as telephone, first class postage, and printing expenses for internal office use, unless stated otherwise within the scope of work. Bulk copying, printing, binding, etc. shall be billed at common local commercial rates. Per diem, air travel expenses, etc. will be billed at cost. Other direct expenses may be billed at cost.

Effective Date: January 1, 2022(Rates subject to review and adjustment annually)

5/21/2022

BARKER & ASSOCIATES, INC.

EXHIBIT B-II

Engineering Services Estimate for City of Ardmore- Water Line Relocation
 S.H. 142 over BNSF
 31893(04) Carter County

PHASE I - DESIGN

To include: document location of lines based upon owner information; Prepare plans and specifications; Attend Coordination meetings; Coordinate for Potholing, Surveying, Prepare documents for ODOT; Prepare construction cost estim Furnish plans and specifications to the Owner; ODEQ document prep if required

Personnel	UNITS	RATE	TOTAL
Principal	8	\$230.00	\$1,840.00
Project Manager	16	\$178.00	\$2,848.00
Project Engineer	24	\$135.00	\$3,240.00
Engineering Technician	14	\$90.00	\$1,260.00
Engineering Designer	6	\$90.00	\$540.00
Drafter/Cad Tech	4	\$75.00	\$300.00
Clerical	8	\$52.00	\$416.00
Mileage	330	\$0.6250	\$206.25

SUB-TOTAL \$10,650.25

PHASE II - BIDDING/NEGOTIATION PHASE

Project will be bid. This will include conducting bid opening, preparing bid tabulation, contract documents conduct preconstruction.

Personnel	HOURS	RATE	TOTAL
Principal	5	\$230.00	\$1,150.00
Project Manager	6	\$178.00	\$1,068.00
Project Engineer	8	\$135.00	\$1,080.00
Engineering Technician	6	\$90.00	\$540.00
Engineering Designer		\$90.00	\$0.00
Drafter/Cad Tech	2	\$75.00	\$150.00
Clerical	16	\$52.00	\$832.00
Mileage	330	\$0.6250	\$206.25

SUB-TOTAL \$5,026.25

PHASE III - CONSTRUCTION

To include: Provide 2 sets of plans and specs. to Owner; provide periodic review of work; review submittals/shop drawings; review and recommend monthly pay estimates, and/or assist owner in ODOT billing. Does not include inspection

Personnel	HOURS	RATE	TOTAL
Principal	6	\$230.00	\$1,380.00
Project Manager	8	\$178.00	\$1,424.00
Project Engineer	20	\$135.00	\$2,700.00
Engineering Technician	8	\$90.00	\$720.00
Engineering Designer		\$90.00	\$0.00
Drafter/Cad Tech	2	\$75.00	\$150.00
Clerical	8	\$52.00	\$416.00
Mileage	330	\$0.6250	\$206.25

SUB-TOTAL \$6,996.25

Mileage	@	Design Total	\$22,672.75
		Contingency 15.00%	\$3,400.91
TOTAL		COST NOT TO EXCEED	\$26,073.66

5/22/2022

BARKER & ASSOCIATES, INC.

EXHIBIT B-III

Engineering Services Estimate for City of Ardmore- Sanitary Sewer Force Main Relocation
S.H. 142 over BNSF
31893(04) Carter County

PHASE I - DESIGN

To include: document location of lines based upon owner information; Prepare plans and specifications; Attend Coordination meetings; Coordinate for Potholing, Surveying, Prepare documents for ODOT; Prepare construction cost estim
Furnish plans and specifications to the Owner; ODEQ document prep if required

Personnel	HOURS	RATE	TOTAL
Principal	10	\$230.00	\$2,300.00
Project Manager	14	\$178.00	\$2,492.00
Project Engineer	15	\$135.00	\$2,025.00
Engineering Technician	14	\$90.00	\$1,260.00
Engineering Designer	18	\$90.00	\$1,620.00
Drafter/Cad Tech	4	\$75.00	\$300.00
Clerical	8	\$52.00	\$416.00
Mileage	330	\$0.6250	\$206.25

SUB-TOTAL \$10,619.25

PHASE II - BIDDING/NEGOTIATION PHASE

Project will be bid. This will include conducting bid opening, preparing bid tabulation, contract documents
conduct preconstruction.

Personnel	HOURS	RATE	TOTAL
Principal	2	\$230.00	\$460.00
Project Manager	6	\$178.00	\$1,068.00
Project Engineer	12	\$135.00	\$1,620.00
Engineering Technician	2	\$90.00	\$180.00
Engineering Designer	2	\$90.00	\$180.00
Drafter/Cad Tech	2	\$75.00	\$150.00
Clerical	12	\$52.00	\$624.00
Mileage	330	\$0.6250	\$206.25

SUB-TOTAL \$4,488.25

PHASE III - CONSTRUCTION

To include: Provide 2 sets of plans and specs. to Owner;
provide periodic
review of work; review submittals/shop drawings; review and recommend
monthly pay estimates, and/or assist owner in ODOT billing. Does not include inspection

Personnel	HOURS	RATE	TOTAL
Principal	2	\$230.00	\$460.00
Project Manager	8	\$178.00	\$1,424.00
Project Engineer	22	\$135.00	\$2,970.00
Engineering Technician	8	\$90.00	\$720.00
Engineering Designer		\$90.00	\$0.00
Drafter/Cad Tech	2	\$75.00	\$150.00
Clerical	8	\$52.00	\$416.00
Mileage	330	\$0.6250	\$206.25

SUB-TOTAL \$6,346.25

Design Total \$21,453.75

Contingency 15.00% \$3,218.06

TOTAL COST NOT TO EXCEED \$24,671.81

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF ARDMORE, OWNER
AND
BARKER & ASSOCIATES, INC., ENGINEER
FOR
Highway 142 FM and Waterline Relocations**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special Owner responsibilities and contract conditions shall be made a part of the Agreement dated the ____ day of _____ 2022.

I. OWNER RESPONSIBILITIES

- A. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports or studies, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of any design and construction standards which Owner will require to be included in the Drawings and Specifications.
- B. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
- C. Furnish to Engineer, as required for performance of Engineer's basic services (except to the extent provided for otherwise in Attachment A, Scope of Services) and as requested by Engineer, the following:
 - Appropriate professional interpretations of property, boundary, easement, right-of-way surveys, zoning, deed and other land use restriction, and any other special data or consultations not covered in Attachment A, Scope of Services and as necessary.
- D. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
- E. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such

person shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

- F. Owner shall provide for hazardous material identification and remediation, if required and deemed necessary.
- G. Owner shall pay fees related to any required permits or licenses required to construct project.

II. SPECIAL CONDITIONS

- A. Engineer has no control over the cost of labor, materials or the construction market conditions. Engineer shall not be held responsible for guaranteeing the accuracy of Estimates of Probable cost when compared to bid or actual project costs.
- B. Engineer shall not be responsible for construction means, methods, safety procedures or schedules of completion of the Contractor.
- C. Engineer shall not be held responsible for the acts or omissions or errors of the Owner, Contractor or their employees/agents.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF ARDMORE, OWNER
AND
BARKER & ASSOCIATES, INC., ENGINEER
FOR
Highway 142 FM and Waterline Relocations**

SCHEDULE

The following schedule shall be made a part of the Agreement dated the ____ day of _____ 2022.

Anticipated schedule is as follows:

<u>Phase</u>	<u>Duration</u>
Design	50 Working Days from Receipt of Notice to Proceed
Bidding	TBD by Owner
Construction Administration	Estimate 60 Calendar Days