

CITY OF ARDMORE
ENGINEERING DEPARTMENT
Ardmore, Oklahoma

Commission Letter No. 4423
Meeting Date: May 20, 2019

Mayor and City Commissioners
City of Ardmore, Oklahoma

SUBJECT: Agreement for Engineering Services
Main and Broadway Traffic Circle

Dear Commissioners:

The intersection of Main, Broadway and G Street NW as it is presently configured is an impediment to smooth and safe traffic flow. Over the last several years we have considered a great number of modifications which include structural changes, traffic circles and different signal operations. We would like now to engage an engineering firm to develop detailed alternatives with cost estimates. We would like to undertake the engineering in 3 phases, the first of which includes detailed site survey, utilities impacts, alternatives development, and design report.

We recommend that the Commission approve the engagement of Guernsey, consulting engineers and architects from Oklahoma City, which has the requisite street and traffic design experience and which also has in-house landscape architects. Guernsey would undertake the first phase of survey and concept development. Subsequent phases and fees would be determined at a future date and submitted to the Commission for consideration once the scope of the project is known.

The attached agreement has been reviewed by the City Attorney and funds have been budgeted for the first phase of the engineering. Accordingly, we recommend the Commission approve Phase 1 of the agreement in the amount of \$62,000 and authorize the Mayor to execute same.

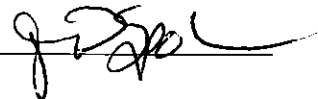
Sincerely,



Thomas D. Mansur, P.E.
City Engineer

Encl
Agreement

Reviewed by: _____
City Manager



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, between the City of Ardmore, Oklahoma (hereinafter the CITY), and Guernsey (hereinafter called the ENGINEER), is as follows:

WHEREAS, the CITY desires to contract for professional engineering, geotechnical and topographic survey services relating to the City of Ardmore Broadway and Main Roundabout Project in accordance with this agreement;

WHEREAS, the City Commission of the CITY, has provided funds for engineering fees in the amount not to exceed of \$62,000 for Phase 1. Fees for the remaining phases will be negotiated once a concept design is agreed upon;

NOW, THEREFORE, in consideration of their mutual covenants, promise and agreements of the parties hereinafter set forth, to be kept and performed by them, it is hereby contracted and agreed:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 The ENGINEER shall prepare ENGINEER'S field studies, site survey, concept plans, studies, reports, calculations, drawings, and specifications, the "Services," in accordance with the standards of professional due care prevailing in ENGINEER'S profession for engineering and landscape architecture services for similar projects including with professional due care application of the standards of quality of materials and Work published by the CITY for projects of this kind.

1.2 After written authorization by the CITY to proceed with the work, the ENGINEER shall mobilize all equipment, material and manpower necessary to provide the requisite services of testing, construction observation and reporting as follows:

1.3 SCOPE OF SERVICES FOR ROUNDABOUT DESIGN

1.3.1 PHASE 1: SCHEMATIC DESIGN

- Participate in kickoff meeting with the Client to review project requirements
- Conduct a site tour
- Obtain topographical survey
- Develop/produce up to 3 schematic alternatives with macro-level cost estimates
- Meet with City to answer questions and make changes as requested
- Present schematic designs to the stakeholders
- Finalize preferred schematic option and submit for City approval
- Changes to design direction after approval, additional tasks, and additional meetings may require additional services

1.3.2 PHASE 2: 50% PRELIMINARY ENGINEERING

- Obtain utility and pothole information and develop utility relocation plans
- Develop/produce a preliminary set of construction plans
- Meet with City to answer questions and make changes as requested
- Changes to design direction after approval, additional tasks, and additional meetings may require additional services
- Conduct geotechnical investigations (to be performed by Terracon)

1.3.3 PHASE 3: FINAL PLANS

- Produce and submit a final set of plans and specifications for bidding and construction (based on City specifications)
- Provide construction cost estimate

1.3.4 PHASE 4: CONSTRUCTION ADMINISTRATION

- Attend pre-bid conference
- Assist the City in the bidding/advertising phase of the project
- Conduct site visits during various stages during construction
- Provide telephonic and email responses to CITY questions during construction

1.4 ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the Work, nor shall ENGINEER be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. ENGINEER shall be responsible for ENGINEER'S negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.5 ENGINEER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, Hazardous Conditions or materials or toxic substances in any form at the Project site, whether pre-existing or created by the operations of others on the Project.

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

2.1 The CITY may authorize at their option, the Engineer to furnish or obtain from others additional services which are not considered normal or customary Basic Services, due to change ordered by the CITY, or due to causes beyond the control of the ENGINEER. The services shall be paid for by the CITY based on the fee as established in Section 5. Such additional services shall not be performed until authorized in writing by the City Manager of Ardmore.

SECTION 3 - CITY'S RESPONSIBILITIES

3.1 The CITY shall assist the ENGINEER by providing all available information pertinent to the PROJECT.

3.2 Furnish to the ENGINEER, as required by him for the performance of his Basic Services, data prepared by or services of others, such as core boring, probing and sub-surfaces explorations, laboratory tests and inspections of samples; all of which the ENGINEER may rely upon in performing his services. The CITY shall also furnish all ownership documents to assist the ENGINEER in writing legal descriptions as applicable.

3.3 Guarantee access or make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services.

3.4 Designate in writing a person to act as the CITY's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to elements and systems pertinent to ENGINEER'S services.

SECTION 4 - PERIOD OF SERVICE

4.1 The services called for in this agreement shall continue through the duration of the construction of the Broadway and Main Roundabout Project or through June 30, 2020 whichever occurs first. Individual tasks, tests and reports will be completed and received by the CITY in a timely manner which does not unduly delay the construction in progress. It is understood and agreed that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City's funds in the future will be limited to appropriations and available funds in the then current City fiscal year.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The CITY shall pay the ENGINEER for Basic Services rendered under Section 1 an engineering fee at the rates shown in Attachment "A" hereto, the total of which work, and fee shall not exceed \$62,000 for Phase 1. Fees for the remaining phases will be negotiated once a concept design is agreed upon. The fee for basic services shall be inclusive of all cost incurred by the Engineer in providing his services and shall include expenses for the use of consultants, material, and supplies and similar costs.

5.2 The Engineer shall submit statements for Basic Services as per Section 5.1. The Engineer shall submit monthly statements for additional services rendered to date. The monthly statements will be based upon the work performed and submitted to the CITY for acceptance and approval.

5.3 The Engineer shall submit a proposal for the total costs of any additional services as contemplated by Section 2, and upon approval of the costs for additional services by the City Manager, the City Manager may issue a notice to the Engineer to proceed with additional services.

SECTION 6 - GENERAL CONDITIONS

6.1 This Agreement may be terminated by the CITY by giving written notice to the Engineer at least thirty (30) calendar days prior to the effective date of termination.

6.2 In the event the City shall terminate or abandon the engineering service contracted for by this Agreement or abandon any portion of the PROJECT for which services have already been performed the following provisions shall govern:

(a) In the event the City shall abandon all or any part of the services to be rendered by the ENGINEER, the ENGINEER shall be notified in writing. Immediately upon receiving such notice, the ENGINEER shall discontinue the work abandoned by the CITY under this Agreement and shall proceed to close and terminate operations.

(b) Upon the CITY'S termination or abandonment of the ENGINEER'S Services, the ENGINEER shall deliver to the CITY all drawings, specifications, reports and studies, and magnetic media theretofore completely or partially completed by him together with all unused materials advanced or supplied by the CITY and appraise the work he has completed and appraisal to the CITY for evaluation. Upon delivery, the CITY shall pay in full the amount owed the ENGINEER.

(c) If this Agreement is terminated by the CITY upon the completion of any phase of the Basic Services, progress payments due to the ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by CITY during any phase of the Basic Services, the ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.5 for services rendered during that phase to date of termination by principals and employees assigned to the PROJECT except payment shall not exceed the prorated value of completed work for such phase as compared to the full value of said phase.

6.3 All documents or copies thereof including, but not limited to tracings, drawings, estimates, field notes, investigations, design analysis, and studies which are prepared in the performance of this Agreement are to be delivered to the CITY before final payment is made to the ENGINEER, if requested by the CITY. The ENGINEER shall supply the CITY with AutoCAD drawing files, Adobe pdf files and reproducibles and may keep copies of the above-mentioned documents. The ENGINEER shall endorse, by his professional engineering seal, all plans, specifications, and engineering data furnished by him.

6.4 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:

Worker's Compensation and Employers Liability	Limits- Statutory
Comprehensive General Liability	\$1,000,000 single limit coverage
Automobile Liability, and Errors and Omissions Coverage	\$1,000,000 single limit coverage

6.5 ENGINEER shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability, by reason of injury to property or third persons but only to the extent caused by a negligent act, error, omission of Engineer, its officers, agents, employees, invitee and other persons for whom it is legally liable, with regard to the performance of this Agreement.

6.6 The CITY and ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CITY and ENGINEER.

6.7 This Agreement shall be in full force and effect only when it has been approved by the CITY, and when executed by its duly authorized officials.

6.8 No Extra Clause. No claims for extra work or services of any kind or character shall be recognized by or be binding on the CITY unless such work or services be first approved in writing by the CITY.

6.9 This agreement shall be interpreted by Oklahoma law and venue for any litigation will be in the District Court of Carter County, Oklahoma or the US District Court for the Western District of Oklahoma.

[continued on next page]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.

GUERNSEY ["ENGINEER"]

Signature of Corporate Officer

Date Signed

ATTEST:

Corporate Secretary

CITY OF ARDMORE, OKLAHOMA ["CITY"]

Signature of Mayor

Date Signed

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 2019

Office of the City Attorney

Approved by the City Commission and Mayor of the City of Ardmore this _____ day of _____, 2019.

City Clerk

ATTACHMENT "A"

TOTAL FEE AND TABLE OF APPROVED RATES

Pertaining to the Broadway and Main Roundabout Project, Ardmore, Oklahoma

The Engineer shall invoice and be paid for the actual services, tests and observation tasks, authorized by the Project Manager and performed, according to the unit prices, hourly rates or fees for designated phases as shown above. It is mutually agreed and understood that the exact quantities of units of work may vary from this estimate but that the total authorized fee shall not exceed \$62,000 for Phase 1. Fees for remaining phases will be negotiated once a concept design is agreed upon.

Phase 1, Schematic Design	\$41,000
Phase 1, Survey	\$21,000
Phase 1 Total	\$62,000
Phase 2	To Be Determined
Phase 3	To Be Determined

[Attachment "A" continued on next page]

Rate Schedule - C.H. Guernsey & Company Engineering & Environmental Group, January 2019			
Principal-in-Charge	\$226		
	<u>Senior</u>	<u>Project</u>	<u>Staff</u>
Project Manager Project Coordinator	\$220	\$195	\$168
Chemical Engineer Process Engineer	\$121	\$105	\$90
Mechanical Engineer Electrical	\$195	\$178	\$168
Engineer Civil Engineer	\$184	\$163	\$147
Water Resources Planner/Engr	\$195	\$158	\$126
Structural Engineer	\$195	\$168	\$130
Regulatory Compliance Specialist	\$190	\$152	\$126
Environmental Engineer	\$184	\$152	\$126
Geologist/Hydrogeologist	\$195	\$165	\$134
Environmental Scientist/Planner	\$163	\$147	\$126
Urban Planner	\$168	\$126	\$95
Landscape Architect	\$168	\$126	\$95
Ecologist	\$147	\$126	\$81
Environmental Compliance Specialist	\$173	\$137	\$105
Safety Compliance Specialist	\$137	\$105	\$90
Engineer II / Engineer Intern	\$147	\$115	\$95
Right-of-Way Agent	\$147	\$115	\$95
Designer	\$158	\$115	\$95
Inspector	\$121	\$105	\$84
Engineering Technician/CADD	\$121	\$105	\$84
Document Control Administrative	\$121	\$110	\$95
Support	\$116	\$104	\$94
Student Intern	\$81	\$71	\$64
	\$77	\$71	\$63
	\$58	\$50	\$44
	-	\$56	\$44

Rates are adjusted on an annual basis each January 1st

15% Mark-up on all Subcontractors

Expenses (printing, mailing, etc.) reimbursed at cost

Letter Size: B&W = 0.10/Ea; Color = 0.20/Ea

11x17 Size: B&W = 0.20/Ea; Color = 0.40/Ea

Plots: B&W = 0.30/SF; Color = 0.80/SF; Color Glossy = 1.75/SF Mileage charges @ Current IRS rate/mile

Equipment schedule available as necessary

Expert witness @ 50% surcharge