

CITY OF ARDMORE
ENGINEERING DEPARTMENT
Ardmore, Oklahoma

Commission Letter No. 4677
Meeting Date: October 21, 2019

Mayor and City Commissioners
City of Ardmore, Oklahoma

SUBJECT: Agreement for Engineering Services
North Rockford Road Widening

Dear Commissioners:

We would like to engage an engineering firm to develop detailed construction plans to reconstruct and widen Rockford Road from Veterans' Boulevard north to the intersection at the office of the Parks Department. The total length of the project is about 1,250 feet and would include a 2-lane main road with north and south bike lanes, center left-turn lane at the Clubhouse facility, and new box culvert.

We recommend that the Commission approve the engagement of Fox Engineering, consulting engineers, which has the requisite surveying and street design experience. If approved, Fox will prepare the construction plans in order that we may solicit construction bids for the work. Funds have been budgeted for this project.

Accordingly, we recommend the Commission approve the consulting engineer agreement with Fox Engineering, enclosed herewith, in the total amount of \$17,500 and authorize the Mayor to execute same, subject to the approval of the City Attorney.

Sincerely,



Thomas D. Mansur, P.E.
City Engineer

Encl
Agreement

Reviewed by: 
City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

North Rockford Road Improvements
Veterans Boulevard to Regional Park

THIS AGREEMENT, made and entered into this 11th day of October, 2019, between the City of Ardmore, Oklahoma (hereinafter the CITY), and Fox Engineering (hereinafter called the ENGINEER), is as follows:

WHEREAS, the CITY desires to contract for professional engineering services relating to the City of Ardmore North Rockford Road Improvements 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 \$17,500.00 for Phase 1, 2, and 3. Fees for Phase 4 or extra services will be negotiated if and when authorized by the CITY;

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 undertake and prepare field studies, site reconnaissance, hydrological analyses, concept plans, preliminary and final construction plans, and cost estimates, the "Services," for the widening of the City's Rockford Road from Veterans Boulevard to Regional Park. The requisite Services shall be performed in accordance with the standards of professional due care prevailing in ENGINEER'S profession for engineering of 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 engineering as follows:

1.3 SCOPE OF SERVICES FOR STREET IMPROVEMENTS DESIGN

1.3.1 PHASE 1: PRELIMINARY DESIGN

- Participate in kickoff meeting with the CITY to review project requirements
- Assemble topographic and utilities mapping provided by the CITY
- Conduct topographic and right of way survey
- Develop and produce a preliminary set of construction plans
- Provide printed and digital AutoCad files of preliminary plans to the CITY for review and comment;
- Meet with City to answer questions and make changes as requested

1.3.2 PHASE 2: FINAL PLANS

- Produce and submit a final set of plans and special specifications for bidding and construction (based on City and ODOT standard specifications)
- Provide construction cost estimate
- Upon final approval by the CITY, sign, seal and print construction plans in reproducible format
- Provide digital AutoCad and Adobe pdf files of plans and editable Microsoft Word files of Special Specifications to the CITY

1.3.3 PHASE 3: ENGINEERING DURING CONSTRUCTION

- Attend pre-bid conference
- Conduct two site visits during construction when requested by the CITY
- 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 changes 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 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.

3.2 The CITY shall assist the ENGINEER by providing all available information pertinent to the PROJECT and 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 borings, probing and subsurface explorations, potholing, laboratory tests and inspections of samples; all of which the ENGINEER may rely upon in performing his services.

3.3 The CITY shall furnish topographic map of the corridor along North Rockford Road and utility locations which may be affected by the proposed construction.

3.4 The CITY shall coordinate access or make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services.

3.5 It is believed that additional right of way shall be required for the project along a portion of the east side of Rockford Road. The ENGINEER shall prepare easement exhibits (description and drawing thereof) and submit at the conclusion of Phase 2. Using the right of way description and drawings, the CITY shall coordinate with landowners and obtain the right of way.

3.6 The CITY shall reproduce and publish contract documents for bidding which include documents generated by the CITY and the ENGINEER.

SECTION 4 - PERIOD OF SERVICE

4.1 The services called for in this agreement shall continue through the duration of the construction of the 8th Avenue NW Street Improvement Project or through June 30, 2020 whichever occurs first. The CITY shall issue a Notice to Proceed at the beginning of each Phase, the duration of and the calendar days allowed for which shall be as shown following.

Phase 1	Preliminary Design and Plans	90 Days
Phase 2	Final Plans	45 Days
Phase 3	Construction Engineering	150 Days
Total Phases 1 through 3		285 Days

4.2 The duration of each phase and the accounting for same shall not include such time required by the CITY for assembly of required data used by the ENGINEER nor review of submittals.

4.3 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 \$17,500.00 for Phases 1, 2 and 3. The fee for all services

required in Phases 1, 2, and 3, shall include all costs incurred by the Engineer in providing his services and the use of consultants, materials, supplies, mileage, and similar costs.

5.2 The Engineer shall submit statements for Basic Services of Phases 1, 2, and 3 in accordance with 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.

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 reproduces 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 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.

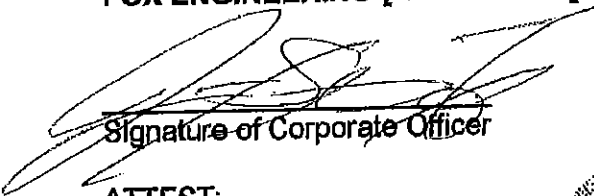
6.7 This Agreement shall be in full force and effect only when it has been approved by the CITY, and when executed by its duly authorized officials.

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.

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.

FOX ENGINEERING ["ENGINEER"]



Signature of Corporate Officer

October 11, 2019
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"

ENGINEERING FEES

Pertaining to the North Rockford Road Improvement Project
Ardmore, Oklahoma

A.1 The ENGINEER shall perform the work in three distinct phases, for which the CITY shall issue individual notices to proceed, and thereafter submit monthly invoices based on the estimated percent of the work performed and accomplished in the active phase.

A.2 The ENGINEER shall be paid the following lump sum fees for each phase

Phase 1	Preliminary Design	\$ 6,350.00
Phase 2	Final Plans	\$ 8,650.00
Phase 3	Construction Engineering	\$ 2,500.00

Total Phases 1 through 3 \$ 17,500.00

A.3 The scope, level of effort, manhours, expenses, and fees for any additional work will be negotiated, at the CITY'S option, once the scope of the construction Project is known and the additional assistance, if any, can be quantified. The hourly rates and charges of the ENGINEER upon which such additional services may be based shall be those published, in effect, customarily offered to the Public and commercial clients, and mutually agreeable to the CITY and ENGINEER.