

CITY OF ARDMORE
Parks and Recreation Department

Council Letter No. 5483

Meeting Date: July 18, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

Re: Approval of a contract between the City of Ardmore and LandPlan Consultants, Inc. to update the Ardmore Trails and Greenways Master Plan in the amount of \$68,962.00 (Sixty eight thousand nine hundred sixty two dollars).

Dear Commission Members:

The Trails and Greenways Commission and the Parks and Recreation Staff request approval to enter into a contract for Professional Services between the City of Ardmore, and LandPlan Consultants, Inc.

This project consists of revising the Trails Master Plan produced in 1997 with updated information and new trail corridors within the city limits of Ardmore. This will be based on comments from citizens during the public meetings, surveys and the Trails and Greenways Commission comments.


The funds have been made available by a large donation from the Ardmore Institute of Health in the amount of \$70,000. The Ardmore Institute of Health has been a huge supporter in helping the Ardmore Community improve their health for several years. This was again an avenue for them to make a positive impact on Ardmore's health.

Staff and the Trails and Greenways Commission respectfully request approval to enter into contract with LandPlan Consultants, Inc. in the amount of \$68,962.00

Thank you for your consideration,



Teresa Ervin
Parks and Recreation Director

Reviewed by: 

City Manager

AGREEMENT
FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES
FOR THE
ARDMORE TRAILS MASTER PLAN UPDATE

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ between City of Ardmore. hereinafter referred to as "CLIENT" and LandPlan Consultants, Inc., hereinafter referred to as "LPCI".

WITNESSETH:

WHEREAS, CLIENT intends to revise the Trails Master Plan produced in 1997 with updated information and new trail corridors based on public and Trails and Greenways Commission comments hereinafter referred to as the PROJECT; and,

WHEREAS, CLIENT requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, LPCI is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY LPCI. LPCI shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION and PROJECT SCHEDULE. The PROJECT shall be completed, and CLIENT shall pay LPCI in accordance with Attachment D, COMPENSATION and PROJECT SCHEDULE, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 STANDARD OF PERFORMANCE. LPCI shall perform the SERVICES undertaken in a manner consistent with the prevailing standard and with the applicable laws and regulations of the State of Oklahoma published and in effect at the time of performance of the SERVICES. All LPCI work shall be performed by or under the supervision of a LPCI licensed in the State of Oklahoma, and properly qualified to perform such LPCI services, which qualification shall be subject to review by CLIENT.
- 5.0 LIMITATIONS OF RESPONSIBILITY.
- 5.1 LPCI shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

6.0 OPINIONS OF COST AND SCHEDULE.

6.1 Since LPCI has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, LPCI's cost estimates shall be made on the basis of qualification and experience as a Professional LPCI.

6.2 Since LPCI has no control over the resources provided by others to meet construction contract schedules, LPCI's forecast schedules shall be made on the basis of qualification and experience as a Professional LPCI.

7.0 LIABILITY AND INDEMNIFICATION.

7.1 LPCI shall defend and indemnify CLIENT from and against legal liability for damages arising out of the performance of the SERVICES for CLIENT including but not limited to costs, or other expenses where such liability is caused solely by the negligent act, error, or omission of LPCI or any person or organization for whom LPCI is legally liable. Nothing in this paragraph shall make LPCI liable for any damages caused by the CLIENT, any other Contractor of the CLIENT or any other party.

7.2 LPCI shall not be liable to CLIENT for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, loss of use or loss of anticipated profits.

8.0 COMPLIANCE WITH LAWS.

8.1 In performance of the SERVICES, LPCI shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. LPCI shall procure the permits, certificates, and licenses necessary to allow LPCI to perform the SERVICES. LPCI shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to LPCI in Attachment B, SCOPE OF SERVICES.

8.2 LPCI shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the operation of LPCI is not a program or activity of the CLIENT. LPCI agrees that its operation will comply with the requirements of the Americans with Disabilities Act. Any costs of such compliance will be the responsibility of LPCI. Under no circumstances will LPCI conduct any operation, which it deems to not be in compliance with the Americans with Disabilities Act.

9.0 INSURANCE.

9.1 During the performance of the SERVICES under this AGREEMENT, LPCI shall maintain the following insurance:

9.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- 9.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
- 9.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 9.1.4 Professional Liability Insurance with \$1,000,000 limits; with prior acts endorsement for the insurance to remain in effect for two years after CLIENT acceptance of the PROJECT.
- 9.2 LPCI shall furnish CLIENT certificates of insurance as requested.
- 10.0 CLIENT'S RESPONSIBILITIES. CLIENT shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CLIENT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 11.0 OWNERSHIP AND REUSE OF DOCUMENTS.
- 11.1 All documents, including original drawings, electronic documents, estimates, specifications, field notes and data shall become and remain the property of the CLIENT.
- 11.2 CLIENT'S reuse of such documents without written verification or adaptation by LPCI for the specific purpose intended will be at CLIENT'S risk.
- 12.0 TERMINATION OF AGREEMENT.
- 12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 12.2 CLIENT shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CLIENT'S convenience upon written notice to LPCI; and LPCI shall terminate or suspend performance of SERVICES on a schedule acceptable to CLIENT. In the event of termination or suspension for CLIENT'S convenience, CLIENT shall pay LPCI for all SERVICES performed in accordance with provisions of Attachment D COMPENSATION. Upon restart of a suspended PROJECT for more than 90 days, payment for restart shall be negotiated and made to LPCI, with remainder of services in accordance with Attachment D, COMPENSATION.
- 13.0 NOTICE.
- 13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

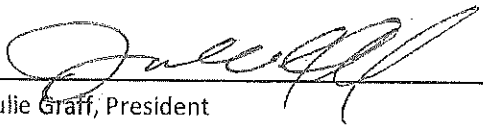
13.1.1 To LPCI: LandPlan Consultants, Inc.
Attn. Julie Graff, President
1110 West 23rd Street
Tulsa, OK 74107
918-746-1306
j.graff@lpci.com

To CLIENT: Teresa Ervin
City of Ardmore Parks and Recreation Director
2704 N. Rockford Rd.
Ardmore, OK 73401

- 13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LPCI and CLIENT.
- 14.0 UNCONTROLLABLE FORCES. Neither CLIENT nor LPCI shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CLIENT or LPCI under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 15.0 SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this AGREEMENT shall remain in full force and effect.
- 16.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. Only a written instrument signed by each of the Parties may amend this AGREEMENT.
- 17.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between LPCI and the CLIENT over the interpretation or application of the terms of this AGREEMENT, the Clients and LPCI's management shall discuss the matter thoroughly in an effort to amicably resolve the dispute. Regardless of this procedure, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 18.0 ASSIGNMENT. LPCI shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent LPCI from employing such independent consultants, associates, and subcontractors as LPCI may deem appropriate to assist LPCI in the performance of the SERVICES hereunder.
- 19.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to approval by CLIENT, and any plans, specifications or work products not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of LPCI. LPCI will contact the CLIENT staff as needed for an update on PROJECT status.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the CLIENT.

LandPlan Consultants, Inc.



Julie Graff, President

Date 7/12/22

APPROVED: City of Ardmore (Client)

Date

Printed Name: _____

Title: _____

ATTEST:

Date

Printed Name: _____

Title: _____

AGREEMENT
FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES
FOR THE
ARDMORE TRAIL MASTER PLAN UPDATE

ATTACHMENT A

SCOPE OF PROJECT

- 1 SCOPE OF PROJECT: The PROJECT shall consist of landscape architecture services outlined in the SCOPE OF SERVICES.

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ATTACHMENT B

SCOPE OF SERVICES

The following scope of services for the PROJECT is itemized in accordance with the respective phase(s) of the PROJECT. Upon confirmation of notice to proceed with Initial Phase from the CLIENT, LPCI shall commence with professional services identified in that Phase. Services detailed under subsequent phases shall commence only upon completion of the previous phase or as directed to proceed from the CLIENT.

PROJECT Understanding: The project consists of revising the Trails Master Plan produced in 1997 with updated information and new trail corridors based on public and Trails and Greenways Commission comments. The area included is the City limits of Ardmore.

Tasks for this master plan are listed below:

1. **Identify Corridors and Existing Conditions**
 - a. Assemble GIS data in ArcView format
 - b. Conduct field evaluation of potential corridors (first visit)
 - c. Prepare map with existing and funded trails and Engineering suggested corridors (Public meeting Base Map)
 - d. Prepare maps of potential destinations (Schools, Parks, Public Facilities)
 - e. Prepare map of 100-year floodplain and floodway for study area
 - f. Prepare population density maps based on updated census projections
 - g. Prepare updated Dept of Engineering Sidewalk inventory
 - h. On-line Meeting with OWNER to discuss Schedule—Identify dates for public meetings #1 and 2, discuss public opinion survey
 - i. Prepare Public Opinion surveys to be passed out at meeting & put online
 - j. Prepare Newsletter/Meeting Notice
 - k. Complete Chapter 1 Evaluation of Existing Conditions section of final report
2. **Goals and Objectives**
 - a. Meet with Trails and Greenways Commission & Public Meeting #1 (third visit)
 - b. Conduct field evaluation of potential corridors (second visit)
 - c. Compile citizen suggestions on an overall map for review with owner online
 - d. Prepare newsletter for public meeting #2
 - e. Prepare Trail and Greenways Benefits Report, Existing Conditions Report, Goals and Objectives Report
 - f. Revise chapter 2 goals and objectives

3. **Design Guidelines**
 - a. Update chapter 3 Design Guidelines: add summary statement requiring the use of current design standards as trails are funded in the future
4. **Corridor Ranking**
 - a. Remove inappropriate Corridors
 - b. Analyze destination connections
 - c. Analyze general population densities in corridors
 - d. Identify missing corridors in the systems
 - e. Analyze potential trail head locations
 - f. Field verify final corridors (fourth visit)
 - g. Prepare for and meet with Trails and Greenways Commission & Public Meeting #2 (fifth visit)
 - h. Review Public meeting results with owner
 - i. Prepare and finalize newsletter for public meeting series
 - j. Prepare Updated Design Guidelines Chapter 3
 - k. Prepare Trail and Greenways Corridor Report
5. **Funding Sources**
 - a. Prepare Funding Sources Report with more up to date grants available
6. **Implementation Plan**
 - a. Meet with owner to discuss implementation strategies (online)
 - b. Prepare evaluation matrix to define the priority of all corridors
 - c. Prepare draft implementation plans for Trail/Greenway System (phasing plan)
 - d. Corridor cost estimate
 - e. Prepare Implementation Plan Report
7. **Final Trails Master Plan**
 - a. Prepare final master plan report
 - b. Prepare PowerPoint presentation for adoption by Greenways Commission
 - c. Present master plan to Greenways Commission, Parks and Recreation Advisory Board and City commissioners all in one meeting (sixth visit)

Deliverables: 5 printed copies of final master plan and digital copy.

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ATTACHMENT C

RESPONSIBILITIES OF THE CLIENT - The CLIENT agrees:

- 1 **REPORTS, RECORDS, INFORMATION, ETC:** To furnish, as required by the work, and not at expense to the LPCI:
 - a. Records, reports, studies, plans, drawings, digital engineering plans in ACAD format and other data available in the files of the CLIENT that may be useful in the work involved under this AGREEMENT.
 - b. Standard drawings and standard specifications.
 - c. Other plat maps showing property lines, utilities, etc.

- 2 **ACCESS:** To provide access to property when required in performance of LPCI'S services.

- 3 **STAFF ASSISTANCE:** 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 CLIENT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.

- 4 **REVIEW:** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by LPCI and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LPCI.

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ATTACHMENT D

COMPENSATION

- 1 COMPENSATION: The CLIENT agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each phase of work progresses; and within 30 calendar days of receipt of the invoice. LPCI shall submit monthly invoices based upon an estimate of the proportion of the total services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the CLIENT may require in substantiation of the amount billed.

Work tasks iterated in Attachment B will be provided for a total fee of \$ 68,962.00
Billing will be monthly based on the percentage of work complete during the billing cycle. LPCI shall not exceed the total fee shown above without written authorization by the CLIENT. The total fee includes normal reimbursable expenses.

Ardmore Trail Master Plan Update	\$68,962.00
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- 2 OTHER ADDITIONAL SERVICES: At the request of the CLIENT, LPCI will negotiate lump sum fees for any additional work not covered by this agreement, which may be required by the CLIENT.
- a. Additional SERVICES will be those due to significant changes in general scope or schedule of the project or its design including, but not limited to, changes in size, complexity, or character of scope.