

RESOLUTION 14- 007

Town of White Hall, West Virginia

A RESOLUTION OF THE COUNCIL OF THE TOWN OF WHITE HALL, A WEST VIRGINIA MUNICIPAL CORPORATION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR ENGINEERING SERVICES, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Council Members of the Town of White Hall ("Lessee") have determined that a true and very real need exists for engineering and related services as may be necessary to support the development of various municipal projects and improvements; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal advertising and bidding requirements, to arrange for the acquisition of the engineering services as required by West Virginia Code §5G-1-1 et seq., and

WHEREAS, the Town proposes to enter into an Agreement substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF WHITE HALL AS FOLLOWS:


Section 1. BEST INTERESTS OF TOWN. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of the Town for the acquisition of engineering services.

Section 2. AUTHORIZATION. The Agreement is hereby approved. The Mayor of the Town of White Hall and other officers of the Town who shall have power to execute contracts on behalf of the Town be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Mayor or Recorder of the Town and any other officers of Town who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of the Town to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of the Town be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. EFFECTIVE DATE. This Resolution shall take effect immediately.

Passed by the Town Council this 24th day of November, 2014.



GUY WARD, MAYOR

Attest:


Recorder

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 24TH day of November, 2014 by and between the TOWN OF WHITE HALL hereinafter referred to as the OWNER, and George E. Pigott and Associates, Inc., hereinafter referred to as the ENGINEER:

The OWNER intends to rectify drainage problems within the Town of White Hall, preliminarily in the Cypress, Penrose, Timrod and Jacklin Street Areas and on various other Town properties as it deems desirable within the Town of White Hall, in Marion County, State of West Virginia, which may be paid for in part with financial assistance from the United States of America acting through the State of West Virginia, hereinafter referred to as the State, and for which the ENGINEER agrees to perform the various professional engineering services at the request of the OWNER'S Engineer for the design and construction of the said roadways and related drainage structures, support walls, and barriers as necessary.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

PART I

SECTION A - ENGINEERING SERVICES

The engineer shall furnish engineering services as follows:

1. The ENGINEER may be called upon by the OWNER to conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report, if not prepared by the OWNER'S engineer.
2. The drawings prepared by the ENGINEER under the provisions of Section A-4 shall be of sufficient detail to permit the actual location of proposed improvements on the ground. Property surveys, property plats, property descriptions abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests and the ENGINEER agrees to provide these services.
3. The ENGINEER will establish baselines for locating the work together with a suitable number of reference points adjacent to the work as shown in the contract documents.
4. The ENGINEER will cooperate and work closely with the OWNER.

5. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, STATE, and others, as required, on a timely basis.
6. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's functions and services required under this Agreement and furnish the OWNER with copies of all such insurance policies or binders, if requested.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

SECTION B - COMPENSATION FOR ENGINEERING AND CONSTRUCTION INSPECTION SERVICES

As per the fee rates negotiated between OWNER and ENGINEER, the compensation for BASIC ENGINEERING SERVICES AND OTHER SERVICES as identified below shall be:

Surveying Field

This includes field work to locate the following:

- Topographic elements and surface features to a minimum of 10-ft beyond the existing Penrose St and Jacklin St (100-ft +/-) road right-of-ways,
- Edge of existing pavement and road embankment 200-ft +/- (Penrose St),
- Existing storm inlets, drainways or relevant storm features,
- Overhead and Underground Utilities,
- Topographic elements and surface features to a minimum of 10-ft beyond the existing Timrod St and Jacklin St road right-of-ways,
- Edge of existing pavement and road embankment 340-ft +/- (Timrod St) and 200-ft +/- (Jacklin St).

Mapping

This includes field and office work to prepare a base map for the project area in Autocad that includes the following:

- Topography with a 2-foot contour interval,
- Inclusion of Marion County mapping,
- Utilities,
- Lot lines,
- Rights-of-Ways.
- Edge of existing pavement and road embankment, and
- Existing storm inlets, drainways, or relevant storm features.

Engineering

This includes preparation of a site plan drawing that includes the following:

- Proposed storm plan and profile (design and sizing by others),
- Construction notes and details including typical x-sections,
- Erosion and sediment control details.
- Preparation of Contract Documents and Specifications Suitable for bidding, and
- Temporary construction easement boundary and dimensions.

If additional services are needed for these projects, they shall be provided at the following rates:

- \$75 per hour for Engineering office/field time
- \$60 per hour for Surveying office time

Field Surveying rates:

- 1 man - \$60/hr
- 2 man - \$85/hr
- 3 man - \$110/hr

The ENGINEER shall prepare and submit invoices at various times throughout the duration of the project and submit said invoices to the Town for payment. The Town shall have 30 days from receipt to pay said invoices.

SECTION C - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided by the ENGINEER. These services include, but are not limited to, the following:

1. Laboratory tests, borings, specialized geological soils, hydraulic, or other studies as may be required.
2. Property surveys, detailed description of sites, map drawings or estimates related thereto, assistance in negotiating for land and easement rights.

These additional services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

The compensation for such additional engineering services shall be agreed upon by the ENGINEER and the OWNER.

IN WITNESS WHEREOF, the parties hereby agree that the additional terms set forth in Part II be attached hereto are hereby incorporated by reference and made a part hereof as though such terms and conditions were set forth herein verbatim. The parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in DUPLICATE on the respective dates indicated below.

ATTEST

Title:

Richard N. Malone
Recorder

OWNER

TITLE:

[Signature]
MAYOR

DATE:

11-24-2014

ATTEST

Title:

Richard N. Malone
Staff Engineer

ENGINEER:

George E. Pigott & Associates, Inc.

DATE:

George E. Pigott
3/13/15

1 Viking Road
White Hall, W. V. 26554

PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, any finished or unfinished documents, data, studies, surveys, drawings maps, models photographs and reports prepared by the ENGINEER under this Contract shall, at the option of the OWNER, become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the ENGINEER, and the OWNER may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the OWNER from the ENGINEER is determined. If it is determined that the ENGINEER was not liable for damages sustained by the OWNER, the ENGINEER shall be entitled to an interest rate not to exceed 10 per cent annum on payments determined to be owed the ENGINEER.

2. Termination for Convenience of the OWNER. The OWNER may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the ENGINEER. If the Contract is terminated by the OWNER as provided herein, the ENGINEER will be paid for the time provided and expenses incurred plus a 10% profit up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, paragraph I hereof relative to termination shall apply.

3. Changes. The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes in, including any increase or decrease in the amount of the ENGINEERS compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The ENGINEER represents that he/she has, or will secure at his/her expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the OWNER.

b. All of the services required hereunder will be performed by the ENGINEER or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under STATE and LOCAL law to perform such services.

c. None of the work or services in excess of 10% covered by this Contract, shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The ENGINEER shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the OWNER thereto. Provided; however, that claims for money by the ENGINEER from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution with such approval. Written notice of such assignment or transfer shall be furnished promptly to the OWNER.

6. Reports and Information. The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The ENGINEER shall maintain accounts and records, including personnel, property and financial records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.

8. Compliance with Local Laws. The ENGINEER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ENGINEER shall save the OWNER harmless with respect to any damages arising from any tort done in performing any work embraced by this Contract.

9. Equal Employment Opportunity. During the performance of this Contract, the OWNER agrees as follows:

a. The OWNER will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The ENGINEER will endeavor to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin.

b. The ENGINEER will, in all solicitation or advertisements for employees, placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, or national origin.

c. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Interest of Members of a Municipality. No member of the governing body of the OWNER and no other officer, employee, or agent of the OWNER, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have

any personal financial interest, direct or indirect, in this Contract, and the ENGINEER shall take appropriate steps to assure compliance.

11. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the ENGINEER shall take appropriate steps to assure compliance.

12. Interest of ENGINEER and Employees. The ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ENGINEER further covenants that in the performance of this Contract no person having any such interest shall be employed.

AMEN