

MINUTES } CITY OF PIKEVILLE

The regular meeting at the Board of Commissioners of the city of Pikeville, Kentucky, scheduled for September 13, 1965 at 7:30 p.m. was not held due to there being no quorum at 7:30.

At a regular meeting of the Board of Commissioners of the city of Pikeville Kentucky held in the Starlite Bowling Center on September 24, 1965 at 7:30 p.m., the following members of the Board were present.

Mayor: W.C. Hambley, MD
Commissioners: F.W. Baker
Harry Hobson
Uhlman Taylor

Also present were, City Manager W.E. Butcher and City Attorney O.T. Hinton.

Uhlman Taylor made the motion to adopt the following resolution:

Resolution
Resolve that the name of Poor Farm Road be changed to North Cline Street.

F.W. Baker seconded the motion and upon roll call the vote was as follows:

Mayor: W.C. Hambley M.D., yes
Commissioners: F.W. Baker, yes
Harry Hobson, yes
Uhlman Taylor, yes

The mayor declared the resolution adopted.

There being no further business to come before the commission the meeting was properly adjourned.

Approved

Mayor

Attest

Charles L. Huffman Jr.
City Clerk

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The Mayor also appointed the following special committee to inspect the work and report to this Board of Commissioners in accordance with the provisions of K. R. S. 94. 309 (2), and for that purpose, the Mayor appointed F.W. Baker, Commissioner, and O.T. Hinton, City Attorney, as a special committee to perform these duties.

The following resolutions was presented by the City Attorney.

Resolution

The city Manager presented an agreement prepared by Watkins and Associates covering Engineering work needed for additional water and sewer facilities in territory not now supplied and recommended that the Mayor and City Clerk be authorized and directed to enter into and execute said agreement.

O.T. Hinton, City Attorney, stated that he had examined the Agreement and recommended that it be accepted and executed.

BE IT THEREFORE RESOLVED that the Mayor and City Clerk be authorized and directed to execute said agreement, copy of which is attached to and made a part of this resolution by reference.

Motion made by Commissioner F. W. Baker that the foregoing resolution be adopted.

Commissioner Kermit Sexton seconded the motion.

After full discussion the roll call vote was as follows:

| | |
|-----------------------------|--------|
| W.C. Hambley, Mayor | Yes |
| F.W. Baker, Commissioner | Yes |
| Harry Hobson, Commissioner | absent |
| Kermit Sexton, Commissioner | Yes |
| Uhlan Taylor, Commissioner, | absent |

The Mayor declared the resolution adopted and directed the City Attorney to attend to the proper execution of the agreement in duplicate with a signed copy to be retained by the City Clerk.

/s/ W. C. Hambley M. _____, Mayor

/s/ Charles L. Huffman Jr., Clerk

There being no further business to come before the commission, the meeting was properly adjourned.

Approved

Mayor

Attest

Charles L. Huffman Jr.
City Clerk

A G E E M E N T

THIS AGREEMENT made this 29th day of October, 1964, between the CITY of Pikeville, Kentucky, and the ENGINEER, Inc., Consulting Engineers, Inc., of the ENGINEER.

WITNESSETH

THAT WHEREAS the CITY has a need for engineering services and needs for the CITY under a Federal Assistance Program.

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NOW, THEREFORE, in consideration of these premises and the mutual covenants herein set forth, the CITY hereby employs the ENGINEER to furnish the following service, and it is agreed by and between the CITY and the ENGINEER as follows, to wit:

Services to be Performed by the ENGINEER

(a) Feasibility Survey, Letter Report and Applications

Based upon available Federal Assistance Programs for public works and upon the CITY's determination of the desired public works improvements, the ENGINEER shall make preliminary studies in cooperation with the CITY and prepare a letter report defining the proposed projects. After review by the CITY, the ENGINEER shall assist the CITY in filing application for such Federal assistance as appears reasonable and possible to obtain. After the eligibility for Federal assistance has been determined, and considering those applications receiving approval for Federal assistance, the CITY will determine its specific improvement program and will authorize the ENGINEER in writing to proceed with the accomplishment of the work, and

Design

The ENGINEER shall proceed forthwith to make the necessary field surveys for design, prepare detailed construction plans, specifications, contract documents and final estimates of cost for the work.

For each project, the CITY will be furnished with six (6) sets of the plans, specifications and contract documents which will include the copies for government agencies as set out hereinafter in Paragraph

Agreement - Pikeville, Kentucky

3 (c). Additional sets of documents that are required for advertising, letting and constructing the work, and which are not paid for by the contractors and material suppliers, will be charged to the CITY at actual cost.

The ENGINEER will prepare the necessary advertisements for the receipt of construction bids and will assist the CITY in the analysis of the bids when they are received.

(c) General Engineering Inspection of Construction

The ENGINEER will furnish general engineering inspection of construction for the project to assist in the correct interpretation of the plans and specifications to safeguard the CITY against defects and deficiencies on the part of the contractors. The ENGINEER, however, does not guarantee the performance of the construction contractors' contract as said performance will be guaranteed by a contractors' performance bond.

Said general inspection will be accomplished by periodic visits to the project by a principal or staff engineer from the office of the ENGINEER. General inspection shall also include the checking of shop drawings for conformance with the plans and specifications, the supervision of the work of testing laboratories, inspection bureaus, and other such agencies that may be employed by the contractors or the CITY to test or analyze materials or equipment used in the project, the checking of monthly and final estimates for payment to the contractors, final inspection of the project, and other engineering work of a general nature that may be required during construction.

(d) Resident Engineering Inspection of Construction

The ENGINEER will furnish resident engineering inspection of construction to further interpret the plans, specifications and contract documents and endeavor to assure construction of the project in accordance with the construction contract. The resident engineer or inspector's duties shall also include recording all changes that are made during construction, preparing change orders and preparing partial payment estimates.

2. Compensation to be Paid to the ENGINEER

(a) Feasibility Survey, Letter Report and Applications

The CITY agrees to pay the ENGINEER for feasibility studies, letter reports and the filing of applications for Federal assistance, all as hereinbefore described under Paragraph 1 (a) the lump sum of Five Hundred Dollars (\$500), due and payable following the furnishing to the CITY of all necessary engineering assistance preparatory and up to the actual filing by the CITY.

(b) Design and General Inspection of Construction

The CITY agrees to pay the ENGINEER for Design and General Inspection of Construction as described in Paragraphs 1 (b) and 1 (c) at the following rate:

| <u>Cost of Construction</u> | <u>Percentage Compensation</u> |
|-----------------------------|--------------------------------|
| \$ 50,000 | 12.00% |
| 75,000 | 11.00% |
| 100,000 | 10.30% |
| 150,000 | 9.50% |
| 200,000 | 8.95% |
| 300,000 | 8.25% |
| 400,000 | 7.80% |
| 500,000 | 7.50% |
| 1,000,000 | 6.75% |
| 1,500,000 | 6.45% |

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If the construction cost falls between the values listed in the aforesaid table, the percentage compensation shall be determined by straight line interpolation to the nearest one hundredth (.01) of one per cent (1%). It is further agreed that the percentage compensation shall be determined separately for each construction contract as delineated by the CITY based on the aforesaid table, with separate billing by construction contract to be furnished to the CITY by the ENGINEER.

For each project, payment of the foregoing percentage compensation for design and general inspection of construction shall be made to the ENGINEER as follows:

- 25% of the estimated compensation upon completion of the surveys for design,
- 25% of the estimated compensation upon approximately fifty per cent (50%) completion of the detailed construction plans, specifications, contract documents and estimates of cost,
- 30% of the estimated compensation upon completion of the detailed construction plans, specifications, contract documents and final estimates of cost,
- 20% of the said compensation in monthly payments based on the percentage of the construction work completed as reflected by the contractors' partial payment estimates,

until the aggregate of all payments shall equal the amounts due under this Agreement, exclusive of any amounts that may be due for resident inspection or other extra compensation provided for in this Agreement.

For the initial project or the initial group of projects ordered simultaneously in writing in accord with Paragraph 1 (a) above, the ENGINEER will credit the CITY in the amount of Five Hundred Dollars (\$500), such credit to be applied to compensation earned under Paragraph 2 (b). The credit will be prorated between the projects on the basis of their construction costs.

(c) Resident Engineering Inspection of Construction

The CITY hereby agrees to pay to the ENGINEER a sum or sums equal to the salary of the Resident Engineer and/or Resident Inspector, plus seventy-five per cent (75%) thereof for insurance, taxes, overhead and profit, plus travel of the Resident Engineer and/or Resident Inspector to, from and on the job at ten cents (10¢) per mile, plus other out-of-pocket expenses directly chargeable to resident inspection at actual cost.

3. Additional Covenants

- (a) After this Agreement is duly executed, it becomes a binding contract by and between the parties hereto, and the CITY hereby employs the ENGINEER named herein to perform any and all of the services set out herein if and when the said work matures. It is further agreed that this Agreement shall apply only to such work assigned to the ENGINEER prior to December 31, 1968.
- (b) The estimate of cost as prepared by the ENGINEER shall be used as a basis for computing monthly, partial or final payments of the percentages compensation as hereinbefore set out until actual costs are established by valid lowest and best construction bids or final payments to the contractors, provided, however, that said construction bid or bids are received within six months after the plans and specifications are completed.

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Except as above written, neither the CITY nor the ENGINEER shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party hereto.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals at Pikeville, Pike County, Kentucky, the day, month and year first above written.

CITY OF PIKEVILLE, KENTUCKY

By

Mayor

ATTEST:

J. Huffman
City Clerk

WATKINS AND ASSOCIATES, INC.
CONSULTING ENGINEERS

By

H. St. G. T. Carmichael
Executive Vice President

ATTEST:

Secretary

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BE IT THEREFORE RESOLVED that the Mayor and City Clerk be authorized and directed to execute said agreement, copy of which is attached to and made a part of this resolution by reference.

Motion made by Commissioner F. W. Baker that the foregoing resolution be adopted.

Commissioner Kermit Sexton seconded the motion.

After full discussion the roll call vote was as follows:

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| W.C. Hambley, Mayor | Yes |
| F.W. Baker, Commissioner | Yes |
| Harry Hobson, Commissioner | absent |
| Kermit Sexton, Commissioner | Yes |
| Uhlan Taylor, Commissioner, | absent |

The Mayor declared the resolution adopted and directed the City Attorney to attend to the proper execution of the agreement in duplicate with a signed copy to be retained by the City Clerk.

/s/ W. C. Hambley M., Mayor

/s/ Charles L. Huffman Jr., Clerk

There being no further business to come before the commission, the meeting was properly adjourned.

Approved

Uhlan Taylor
Mayor

Attest

Charles L. Huffman Jr.
City Clerk
