



Resolution 1839

# W. E. Quicksall and Associates, Inc.

554 West High Avenue  
P.O. Box 646  
New Philadelphia, Ohio 44663

Civil Engineers

December 5, 2018

The Honorable Rick Dorland, Mayor  
City of Uhrichsville  
305 E. 2<sup>nd</sup> Street  
Uhrichsville, OH 44683

**Re: General Engineering Agreement  
Agreement Number: 0459-01**

Dear Mayor Dorland:

W.E. QUICKSALL AND ASSOCIATES, INC., hereafter called the "ENGINEER", is pleased to submit a revised proposal for furnishing professional services to the City of Uhrichsville, hereafter referred to as the "CITY".

This proposal contains two (2) parts. Part I will consist of general engineering advice and recommendations as needed by the CITY. Part II includes services requiring detailed engineering services as requested by the CITY.

To provide clear communication between the ENGINEER and the CITY, the ENGINEER will only provide professional services when authorized by the Mayor or President of Council.

## **PART I**

Work under Part I of this Agreement will include but not be limited to the following services:

1. As requested, attend CITY meetings, such as:
  - a. Council Meetings
  - b. Planning Commission Meetings
  - c. Zoning Commission Meetings
  - d. State and Federal Regulatory Agencies (e.g. Ohio EPA)
  - e. Funding Agencies
2. Provide advice and recommendations as may be needed by the CITY on a day-to-day basis for the operation of existing facilities in the CITY.
3. Preparation of any applications required to provide federal and state funds for CITY improvements. The Engineer will invoice the CITY for these services only after the applications are approved.

**W.E. QUICKSALL AND ASSOCIATES, INC.**

The Honorable Rick Dorland, Mayor

City of Uhrichsville

December 5, 2018

Page 2 of 5

4. Perform subdivision plat reviews.
5. Attend quarterly meetings to discuss possible funding programs.

Our fee for the services described in Part I will consist of the Engineer's payroll cost times a multiplier of 1.65 plus reimbursable expenses as described in Attachment "A" of this Agreement. We will provide estimated fees and will not proceed without prior approval to provide the requested services. As part of our services, we will attend one (1) council or committee meeting per month if requested by the CITY at no charge.

We will invoice the CITY on a monthly basis for services provided. For budgetary purposes, we estimate that our annual fee for services provided under Part I of this agreement will not exceed \$10,000 for the calendar year 2019. We will not exceed the authorized limit without your written approval. Since we have only invoiced \$0.00 through November 30, 2018, we feel a \$10,000 budget should be adequate for 2019.

**PART II**

Work under Part II of this Agreement will include but not be limited to the following services:

1. Preliminary Studies and Reports
2. Final Design (Construction Plans and Specifications)
3. Assistance in Bidding and Negotiating
4. Construction Administration
5. Project Representation

Our fee for the services described in Part II will consist of the Engineer's actual payroll cost times a multiplier of 2.0 plus reimbursable expenses as described in Attachment "A".

A Scope of Services Meeting will be held prior to commencement of any work under Part II of this Agreement. This meeting will establish the responsibilities of the ENGINEER and will result in an estimate of engineering fees for negotiation purposes.

If the Scope of Services Meeting indicates a more appropriate fee basis (such as "lump sum" or "percentage of construction"), a Supplemental Proposal will be submitted.

The ENGINEER will submit monthly invoices for services rendered during that period.

This Agreement may be terminated by either party upon a seven (7) day written Notice of Termination. In the event of termination of this Agreement, the ENGINEER will be paid for all services rendered to date of termination plus reimbursable expenses.

**W.E. QUICKSALL AND ASSOCIATES, INC.**

The Honorable Rick Dorland, Mayor

City of Uhrichsville

December 5, 2018

Page 3 of 5

If this proposal meets with the CITY approval, please sign both copies of the letter, retain one copy for your records, and return one copy to us.

We would like to express our sincere appreciation for your consideration in allowing us to present this proposal and for showing your continued confidence in our services since December 9, 2004, when our original contract was authorized.

Respectfully,

**W.E. QUICKSALL AND ASSOCIATES, INC.**



Nathan W. Quicksall, P.E.

Vice President

NWQ/mak

Enclosure

File: 0459-01 Contract

Reading

**W.E. QUICKSALL AND ASSOCIATES, INC.**

The Honorable Rick Dorland, Mayor

City of Uhrichsville

December 5, 2018

Page 4 of 5

ACCEPTED THIS 13<sup>th</sup> DAY OF December, 2018.

**CITY OF UHRICHSVILLE**

By:

Rick Dorland

The Honorable Rick Dorland

Title: Mayor

In accordance with State regulations, I hereby certify that the Engineer Fees required to meet the contract, agreement, obligation, payment or expenditure for the above have been lawfully appropriated or authorized or directed for such purpose and are in the treasury or in the process of collection and are free from any obligation or certification now outstanding.

By:

Julie Pearch

Julie Pearch

Date:

12-13-18

Title: City Auditor

NA M PROTEMP  
Council President Pro Temp

Justine Addison  
Council Clerk

**W.E. QUICKSALL AND ASSOCIATES, INC.**

The Honorable Rick Dorland, Mayor

City of Uhrichsville

December 5, 2018

Page 5 of 5

**ATTACHMENT "A"**

**AGREEMENT NO. 0459-01**

**DEFINITION OF TERMS**

**PAYROLL COST**

Payroll cost is defined as the actual wages of engineers, technicians, draftspersons, clerical personnel, surveyors, clerks, and other employees of the engineering firm when directly engaged on the project, plus related fringe benefit costs, such as, but not limited to, sick leave, vacation time, holiday pay, unemployment and payroll taxes, social security, retirement benefits and employment and medical insurance.

Wages or imputed wages of principals or partners of the engineering firm shall be included in the payroll costs for all time they are productively engaged in work on the project.

**MULTIPLIER**

The multiplier which is applied to the payroll cost compensates the engineer for overhead, plus a reasonable margin for professional risk, contingencies, and interest on capital, readiness to serve, duration of project and a reasonable profit.

For average professional engineering services, a multiplier range of 2.0 to 3.0 times the payroll cost is appropriate.

**REIMBURSABLE EXPENSES**

Reimbursable expenses shall mean the actual expenses of transportation and subsistence of principals and employees of the engineer for normal services incidental thereto when traveling in connection with the project; expenses incidental to obtaining bids or proposal from contractors; expenses of furnishing and maintaining field office facilities; subsistence and transportation of resident project representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings and specifications and other similar project related items; expense of computer time including an appropriate charge for previously established programs; special equipment rental and materials; special insurance for the project; and, if authorized in advance by the client, expense of overtime work requiring higher than regular rates; and similar related items. As an alternate, these expenses may be provided for in the agreement by adjusting the multiplier.

**The above has been reprinted from the *Code of Professional Practice*.**