2. Authorize OED consultant, Allen and Hoshall PLLC, to proceed with design services. (Rob Neely)

OED has worked with Allen and Hoshall PLLC, to develop a scope of services and budget for modifications to the front of the OED building and the installation of a sign along McElroy Road. I’ve attached the authorization document for your review, which contains the scope of services. Allen and Hoshall PLLC provided the hourly fees associated with their design/construction management services and a not to exceed cost of $20,000 for the project.

I detailed these changes during the FY2015 budget hearing but generally they include the following:

- Enclose the covered porch to better control HVAC. During the winter months, cold north wind blows directly into the OED lobby and it is very difficult to maintain a comfortable office temperature downstairs. This modification would allow OED the ability to have a 24 hr payment kiosk to provide better customer service
- Design of a new sign along McElroy Road in front of the main office
- Update/reconfigure the teller service area to better use the space available

Once the design is complete, I will come back to the board for authorization to proceed with advertisement, bidding and construction of the project. The cost of these consulting services is in the FY2015 OED budget and I request that you authorize this request.
WORK AUTHORIZATION No. 1

To

MASTER SERVICES AGREEMENT BETWEEN OWNER AND ALLEN & HOSHELL PLLC FOR PROFESSIONAL SERVICES

In accordance with the MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES dated ________2014 (the “Agreement”), between City of Oxford Electric Department - (“Owner”) and ALLEN & HOSHELL, PLLC, a Mississippi Limited Liability Company (“Allen & Hoshall PLLC”), Owner authorizes Allen & Hoshall PLLC to proceed with the Professional Services for the Project described below:

Owner intends to (hereinafter called the “Project”).

The specific Scope of Services for the Project is detailed in the attached Exhibit A.

Owner and Allen & Hoshall PLLC, in consideration of their mutual covenants herein, agree as follows:

PROFESSIONAL SERVICES FEE

Section 1 - For Basic Services.

A. Owner will pay Allen & Hoshall PLLC for Professional Services under this Work Authorization as listed in Exhibit A, Section A1.01 through A1.05, as follows:

1. Preliminary Phase. An amount equal to the cumulative hours charged to the Project by each class of Allen & Hoshall PLLC’s employees’ times the hourly rates listed below plus Reimbursable Expenses and Allen & Hoshall PLLC’s consultant’s charges, if any. Hourly rates for this Project are as follows:

   Principal $190.00
   Project Manager $175.00
   Senior Engineer/Architect $165.00
   Design Engineer/Architect $145.00
   Project Engineer/Architect $140.00
   Engineer/Architect $130.00
   Senior Designer $120.00
   Designer $ 95.00
   Senior Technician $ 85.00
   Technician $ 75.00
   Clerical $ 65.00

2. Design and Construction Administration Phase. An amount equal to the cumulative hours charged to the Project by each class of Allen & Hoshall PLLC’s employees’ times the hourly rate listed above plus Reimbursable Expenses and Allen & Hoshall PLLC’s Consultant charges if any. The total amount for this phase will be determined when the Scope and Budget has been determined during the Preliminary Phase.

3. The Hourly Rates above will be adjusted annually (as of January 1, 2015) to reflect equitable changes in the compensation payable to Allen & Hoshall PLLC.

4. For services and Reimbursable Expenses of independent professional associates and consultants employed by Allen & Hoshall PLLC to render Basic Services, the amount billed to Allen & Hoshall PLLC therefore times a factor of 1.05.

Section 2 - For Additional Services

A. Owner will pay Allen & Hoshall for Additional Services rendered by Allen & Hoshall PLLC’s principals and employees engaged directly on the Assignment as agreed at the time Additional Services are requested.

B. Owner will pay Allen & Hoshall PLLC for services and Reimbursable Expenses of independent professional associates and consultants employed by Allen & Hoshall PLLC to render Additional Services, the amount billed to Allen & Hoshall PLLC therefore times a factor of 1.05.

PERIODS OF SERVICE
The provisions of this Work Authorization and the various rates of compensation for Allen & Hoshall PLLC’s services provided have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.

A. Upon written authorization from Owner, Allen & Hoshall PLLC will proceed with the Preliminary Design Phase services.

B. After Owner acceptance of the Preliminary Design Phase Services, including the opinion of probable Construction Cost, and written authorization from Owner, Allen & Hoshall PLLC will proceed with the Final Design Phase, and will prepare Contract Documents and a revised opinion of probable Construction Cost for work on the project.

C. After Owner acceptance of the Final Design Phase documentation including the most recent opinion of probable Construction Cost and upon written authorization to proceed, Allen & Hoshall will proceed with the Bidding Phase.

D. The Construction Phase will commence with the execution of the contract for the work of the Project and will terminate upon written recommendation by Allen & Hoshall PLLC of final payment on the contract.

**MODIFICATIONS TO MASTER SERVICES AGREEMENT**

- None -

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization as of _______________ 2014.

**CITY OF OXFORD ELECTRIC DEPARTMENT**

By: __________________________________________

Title: _________________________________________

Attest: _________________________________________

**ALLEN & HOSHALL, PLLC**

By: ___________________________________________

Ricky E. Boeving

Title: Manager

Attest: _________________________________________
EXHIBIT A

DESIGN SERVICES

CITY OF OXFORD ELECTRIC DEPARTMENT
ADDITIONS AND RENOVATIONS
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

Owner and Allen & Hoshall PLLC, in consideration of their mutual covenants herein, agree as follows:

SECTION 1 - BASIC SERVICES

A1.01 General.

A. Allen & Hoshall PLLC will provide for Owner professional services in all phases of the Project to which this Agreement applies as hereinafter provided.

B. Basic Design Concept:

Scope as follows:

1. Provide new front entrance configuration with separation from non-public areas by enclosing the existing staircase and relocation of existing office doors.

2. Enclose the existing covered porch with aluminum and glass, and provide new covered porch at front entrance and new HVAC air curtain to control air migration.

3. Reconfigure Back Teller Service area with new counters, base cabinets and better functional arrangement.

4. Provide new exterior entrance sign near front entrance driveway.

A1.02 Preliminary Design Phase.

A. After written authorization to proceed with City of Oxford Electric Department Additions and Renovations Allen & Hoshall PLLC will:

1. In consultation with Owner prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, written description of the Project and opinion of probable Construction Cost.

2. Prepare a Project Preliminary Design defining the Project design criteria. The Project Preliminary Design contains the following:
• Preliminary Evaluation of the Owner’s Program Requirements and Review with Owner
Alternative approaches to design and construction of the Project

• Preliminary Site Plans and Building Plans and Exterior Elevations

• Cost estimates will be developed for the Project based on the preliminary design as defined in
the Project Scope.

A1.03 Final Design Phase.

A. After written authorization to proceed with the Final Design Phase, Allen & Hoshall PLLC will:

1. On the basis of the accepted Preliminary Design documents and the opinion of probable Construction
Cost prepare for incorporation in the Contract Documents final drawings (hereinafter called
"Drawings") to show the general scope, extent and character of the work to be furnished and
performed by Contractor and specifications prepared in conformance with the sixteen division format
of the Construction Specifications Institute (hereinafter called "Specifications").

2. Prepare contract documents for review and approval by Owner, consisting of contract agreement
forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions
to bidders, and assist in the preparation of other related documents.

3. Allen & Hoshall PLLC will proceed with the final design after Owner’s approval of the Project
Preliminary Design. Detail design will incorporate the criteria developed in the Project design concept
described above. The following services will be provided in the final design phase of the Project:

• Specifications and Contract documents for construction.

• Estimate of the material and construction costs.

• List of qualified bidders for construction and materials procurement.

• Meetings with Owner and Architectural and Engineering Staff to review design progress.

A1.04 Bidding Phase.

A. After written authorization to proceed with the Bidding Phase, Allen & Hoshall PLLC will:

1. Assist Owner in advertising for and obtaining bids for contracts for construction and materials
procurement, maintain a record of prospective bidders to whom Bidding Documents have been issued,
attend pre-bid conferences and receive and process deposits for Bidding Documents.

2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals
and in assembling and awarding contracts.

A1.05 Construction Phase.

A. During the Construction Phase:

1. General Administration of Construction Contract. Allen & Hoshall PLLC will consult with and advise
Owner during the course of construction estimated at 180 days. The extent and limitations of the duties,
responsibilities and authority of Allen & Hoshall PLLC as assigned in the General Conditions of the Construction Contract (the "General Conditions") will not be modified, except to the extent Allen & Hoshall PLLC may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Allen & Hoshall PLLC. Allen & Hoshall PLLC will not supervise, direct or have control over Contractor's work nor will Allen & Hoshall PLLC have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders.

2. Visits to Site and Observation of Construction. Allen & Hoshall PLLC will make visits to the site at intervals appropriate to the various stages of construction as Allen & Hoshall PLLC deems necessary in order to observe the progress and quality of Contractor's work. The purpose of these visits to the site will be to enable Allen & Hoshall PLLC to better carry out its duties and responsibilities during the Construction Phase, and, in addition, provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents.

3. Defective Work. During such visits and on the basis of such observations, Allen & Hoshall PLLC may disapprove of or reject Contractor's work while it is in progress if Allen & Hoshall PLLC believes that such work will not produce a completed Project that conforms generally to the Contract Documents. Allen & Hoshall PLLC can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

4. Interpretations, Clarifications. Allen & Hoshall PLLC will issue necessary interpretations and clarifications of the Contract Documents and prepare work directive changes and change orders as required.

5. Shop Drawings. Allen & Hoshall PLLC will review (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

6. Substitutes. Allen & Hoshall PLLC will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

7. Inspections and Tests. Allen & Hoshall PLLC will have authority, as Owner's representative, to require special inspection or testing of the work, and will receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents.

8. Disputes between Owner and Contractor. Allen & Hoshall PLLC will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and will make decisions on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Allen & Hoshall PLLC will have no liability by reason of any such interpretation or decision made in good faith.

9. Applications for Payment. Based on on-site observations, and on review of applications for payment and the accompanying data and schedules, Allen & Hoshall PLLC will determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts. Recommendations of payment will constitute a representation to Owner, based on observations and review, that the work has progressed to the point indicated, and to the best of Allen & Hoshall PLLC's knowledge and belief, the quality of the work is generally in accordance with the Contract Documents.
10. **Inspections.** Allen & Hoshall PLLC will conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that Allen & Hoshall PLLC may recommend, in writing, final payment to Contractor and may give written notice to Owner and the Contractor that the work is acceptable.

11. **Record Drawings.** Allen & Hoshall PLLC will prepare Project Record Drawings based solely on information contained in the Contractor’s Annotated Construction Drawings as provided by the Contractor.

12. **Limitation of Responsibilities.** Allen & Hoshall PLLC will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of their agents or employees or any other persons (except Allen & Hoshall PLLC’s own employees and agents) at the site.

**SECTION 2 – ADDITIONAL SERVICES**

**A2.01 Services Requiring Authorization in Advance.**

A. If authorized in writing by Owner, Allen & Hoshall PLLC will furnish or obtain from others Additional Services of the following types which are not included as part of the Basic Services and will be paid for by Owner as indicated in Article 5 of the Agreement:

1. Preparation of applications and supporting documents for grants, loans or advances in connection with the Project.

2. Preparation or review of environmental assessments and impact statements.

3. Services to make measured drawings of or to investigate existing conditions or facilities.

4. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner’s schedule, character of construction or method of financing.

5. Providing renderings or models for Owner’s use.

6. Preparing documents for alternate bids requested by Owner for Contractor’s work which is not executed or documents for out-of-sequence work.

7. Services during out-of-town travel required of Allen & Hoshall PLLC other than visits to the site or Owner’s office as required by Section 1.

8. Assistance in connection with bid protests and rebidding contracts.

9. Property surveys or related engineering services needed for design purposes and to enable Contractor to proceed with his work.

10. Preparation of operating, maintenance and staffing manuals.

11. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other legal or administrative proceeding involving the Project.

12. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

13. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor.
14. Additional services during construction made necessary by work damaged by fire or other cause, a significant amount of defective or neglected work of Contractor, and default by Contractor.

15. Services in connection with any partial utilization of the Project by Owner prior to Substantial Completion.

16. Evaluating an unreasonable or extensive number of claims submitted by Contractor in connection with the work.

17. Time spent by Allen & Hoshall PLLC in performing its contractual responsibilities after the stated completion date of the construction contract.

18. Resident Inspector during construction phase.


SECTION 3 – OWNER’S RESPONSIBILITIES

A3.01 **Owner will do the following, at Owner’s expense and in a timely manner, so as to permit Allen & Hoshall PLLC’s services to proceed expeditiously:**

A. Provide criteria and information as to Owner’s requirements, including design objectives, space, capacity and performance requirements, expandability, and any budgetary limitations.

B. Furnish copies of design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Furnish to Allen & Hoshall PLLC data and professional interpretations prepared by or services of others, including borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; environmental assessment and impact statements; property descriptions, boundary, easement, right-of-way, topographic and utility surveys; geographic boundaries of wetlands and zoning, deed and other land use restrictions.

D. Provide engineering surveys to establish reference points for construction to enable Contractor to proceed with the layout of the work.

E. Furnish all required governmental approvals and permits for the Project.