CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	6/23/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-76	
AGENDA TITLE	Design Engineering Agreement for Professional Services Project No. KLINK U.S. 166-63U-0330-01	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Engineering Tech.	
FISCAL INFORMATION	Cost as recommended:	NTE $59,000.00
	Budget Line Item:	520-5-220-868
	Balance Available	
	New Appropriation Required:	[] Yes [x] No
PURPOSE	To approve a Design engineering contract with Allgeier, Martin & Associates, Inc. (AMA)	
BACKGROUND	Last August the City of Coffeyville was notified that we were awarded a 2016 KLINK grant from the Kansas Department of Transportation (KDOT). This grant provides a 50/50 match to city funds up to $200,000 to be used for a concrete rehab and ultra-thin overlay project on Highway 166 between Buckeye Street and Overlook Street. This project is a continuation of the last several KDOT KLINK projects awarded to the city. Engineering Staff sent out RFQs and received three engineers responses which were then turned over to the selection committee for review. The committee unanimously recommended AMA for completion of the design engineering for this project.	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of an agreement with Allgeier Martin and Associates Inc. for Professional Services Project No. KLINK U.S. 166-63U-0330-01 for the not to exceed amount of $59,000.00
REFERENCE DOCUMENTS ATTACHED	Agreement for Professional Services Project No. KLINK U.S. 166-63U-0330-01.pdf, 2016 KLINK Design Engineering Award to AMA.doc

RESOLUTION NO. R-15-76

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ALLGEIER, MARTIN & ASSOCIATES FOR THE DESIGN ENGINEERING OF THE 2016 KLINK PROJECT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute an agreement with Allgeier, Martin & Associates for Design Engineering on KDOT Project No. KLINK U.S.166-63U-0330-01 in the not-to-exceed amount of $59,000.00.

ADOPTED THIS 23TH DAY OF JUNE 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

AGREEMENT*
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
PROJECT NO. KLINK U.S. 166-63U-0330-01

THIS IS AN AGREEMENT made between the City of Coffeyville, Kansas (OWNER) and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER).

The Owner intends to rehabilitate and resurface a section of pavement on U.S. Highway 166 between South Overlook Drive and South Buckeye Street. The Engineer will provide the Owner with professional services hereinafter detailed for the planning and design for the project, and the Owner will pay the Engineer as provided in this Agreement.

Owner and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by Owner as set forth below.

Engineer shall provide professional engineering services for Owner in all phases of the Project to which this Agreement applies, serve as Owner's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to Owner during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. Basic Design Phase Services

1.1.1. Engineer shall perform design-phase professional services as hereinafter stated, which include customary Civil Engineering Services for pavement rehabilitation work.

1.1.2. In general, pavement resurfacing and rehabilitation design work include evaluation of pavement condition for the purpose of determining the type of pavement repair required. Pavement repairs will generally consist of installation of dowel bars, tie bars, removal and replacement of deficient areas, joint repair, and overlay.

1.1.3. Meet with Owner's personnel to discuss minimum street design standards, preliminary layout, and possible utility relocations, perform site survey work to establish baselines for locating and designing the work, prepare preliminary layout of improvements, and identify utilities that need to be relocated by the Owner or others, prepare final plans, cost estimate, and specifications to meet the requirements of the Owner and the Kansas Department Of Transportation (KDOT) project requirements, present plans and contract documents to the Owner for final approval, and notify the Owner of easements needed for the Project.

1.1.4. Upon receipt of Construction Authorization, make final revisions resulting from reviews from agencies involved, and provide ten copies of plans, specifications, and Bid Documents to the City.

1.1.5. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.

1.1.6. Assist the City in evaluating bids and requesting concurrence in award from KDOT.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types that are not considered normal or customary basic services. Additional services will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant changes in extent of the Project, including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Services in connection with 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, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.3 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.4 Geotechnical services and testing of soil and paving materials. It is anticipated that historical data and record drawings will be referenced to determine pavement and subgrade information.

2.1.5 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.

3.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services, including prior acquisition of all easements and property required for construction of the Project.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination, and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.6 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.7 Designate a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.9 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1 No work shall be started under this Agreement and no payments shall be due until the OWNER gives written authorization to the ENGINEER to proceed. The provisions of this Section 4 and the

various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project from design through completion of construction within the construction period set forth in the construction contract documents.

4.2 All Engineering services provided under Section 1.1 of this Agreement shall be completed within four (4) months after receipt by the ENGINEER of written authorization to proceed.

4.3 If Owner has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

For each element of the Engineering services set forth in the following Paragraphs 5.1.1 through 5.1.4, OWNER shall pay ENGINEER for time expended and reimbursable expenses at the labor rates and non-labor rates shown in Exhibit A, with a maximum payment for said services as listed in the appropriate paragraph.

5.1.1 For Basic Design Phase Services. For ENGINEER's services described in paragraphs 1.1 of this Agreement, the maximum payment shall be **$59,000.00**.

5.1.2 For Additional Services. Owner shall pay ENGINEER for additional services rendered under Section 2 on the basis of labor rates and reimbursable expenses shown in Exhibit A.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in Paragraph 5.4 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. Owner shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If Owner fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under Paragraph 6.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, plus all termination expenses.

5.4 Definitions. Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: transportation, lodging, and subsistence incidental thereto; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this agreement may be terminated by either party upon ten 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.

6.2 Reuse of Documents.

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by Owner and ENGINEER.

6.3 Controlling Law.

This agreement is to be governed by the laws of the State of Kansas.

6.4 Successors and Assigns.

6.4.1 OWNER and ENGINEER each bind themselves and their partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

6.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in Paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to

the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Insurance.

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

6.6 Covenant Against Contingent Fees.

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for the ENGINEER, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorneys fees.

6.7 Professional Endorsement.

All plans, specifications, and other documents shall be endorsed by the ENGINEER, and shall reflect the name and seal of the Professional Engineer endorsing the work.

6.8 Retention of Records.

The ENGINEER shall maintain all records, survey notes, design documents, cost and accounting records, construction records, and other records pertaining to this contract, and to the project covered by this contract, for a period of not less than three years following final payment by the OWNER. Said records shall be made available for inspection by authorized representative of the OWNER during regular working hours at the ENGINEER'S place of business.

6.9 Compliance with Laws.

The ENGINEER shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work. The ENGINEER will provide Certification Regarding Debarment, Suspension and Responsibility Matters in compliance with 40 CFR Part 32, shall comply with the Region VII Implementation Procedures of 40 CFR Part 31.36(e) and Section 31.36(e) of the March 11, 1988 EPA Procurement Regulations and shall comply with KDHE Implementation Procedures of Section 129 of Public Law 100-590.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS

7.1 The following exhibits are attached to and made a part of this Agreement: Exhibit A - Rate Schedule, consisting of one page and Exhibit B – Estimate of Costs, consisting of one page.

7.2. This Agreement (consisting of Pages 1 to 9, inclusive), together with the exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Executed by the Engineer this 11th day of June, 2015.

Executed by the Owner this _____ day of _____, 2015.

The parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:	ENGINEER:
CITY OF COFFEYVILLE, KANSAS	ALLGEIER, MARTIN & ASSOCIATES, INC.
_____	Michael Atkinson
(Authorized Signature)	(Authorized Signature)
Christopher V. Williams	Michael Atkinson, P.E.
(Printed Name)	
Mayor	Vice President

ATTEST:

By_____ (SEAL)

City Clerk

*This agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2015 - 2016

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	Hourly Billing Rate 01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

EXHIBIT "B"
ESTIMATE OF COST
FOR COFFEYVILLE, KANSAS
KLINK PROJECT U.S. 166-63U-0330-01
FISCAL YEAR 2016

DESIGN PHASE

	HOURS	RATE	EXTENDED COST
Preliminary Design Phase			
Engineer III	70	$165.00	$11,550.00
Designer/Technician II	120	$87.00	$10,440.00
Secretary/Word Processor	60	$66.00	$3,960.00
Final Design Phase			
Engineer III	80	$165.00	$13,200.00
Designer/Technician II	130	$87.00	$11,310.00
Secretary/Word Processor	16	$66.00	$1,056.00
Bidding			
Engineer III	20	$165.00	$3,300.00
Designer/Technician II	16	$87.00	$1,392.00
Secretary/Word Processor	30	$66.00	$1,980.00
Subtotals	**542**		**$58,188.00**
Other Direct Costs			
Travel @ $0.56/Mi.		600 miles	$336.00
Printing		1200	$400.00
Per Diem			$76.00
Subtotals			**$812.00**
CONTRACT CEILING FOR DESIGN PHASE			**$59,000.00**