CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	November 10, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-140	
AGENDA TITLE	**Environmental Specialist – Field Testing & Support Services**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Mike Shook	
FISCAL INFORMATION	Cost as recommended:	$101,150 (Not To Exceed)
	Budget Line Item:	890-5-030-478 Professional Services
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Secure services to provide an Environmental Specialist for the New Generation Project.	
BACKGROUND	Phase I and Phase II Environmental Assessments were completed for the New Generation Project site by the Kansas Department of Health & Environment, and this report is on file with KDHE. No soil contamination was found on site, however, KDHE has recommended that during the drill pier phase and underground duct bank installation phase, that any groundwater encountered, be analyzed for contamination. Burns & McDonnell can provide these services, through an additional Engineering Task Authorization, which is included with my staff report.	
SPECIAL NOTES	N/A	

ANALYSIS	Burns & McDonnell has provided a rate sheet. Environmental Specialist services will be billed hourly for services, as needed, working under the Project Engineer/Manager and Project Construction Superintendent, during the underground construction phase of the project. A not to exceed amount has been established, based on underground installation contractor's schedule.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends that the Mayor be authorized to execute a Professional Services Agreement, Task Authorization No. 6, for Environmental Specialist and Field Testing Services, for the amount not to exceed $101,150 for the Electric Utility.
REFERENCE DOCUMENTS ATTACHED	Burns & McDonnell Engineering Service Agreement – Task Authorization No. 6.

RESOLUTION NO. R-15-140

A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT, TASK AUTHORIZATION #6 WITH BURNS & McDONNELL FOR ENVIRONMENTAL SPECIALIST AND FIELD TESTING SUPPORT SERVICES FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into a professional services agreement with Burns & McDonnell Engineering in the amount not to exceed $101,150.00 for environmental specialist and field testing support services for the City of Coffeyville Electric Utility.

ADOPTED THIS 10th DAY OF NOVEMBER, 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

TASK AUTHORIZATION #6
of
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

City of Coffeyville, Kansas 56MW Reciprocating Engine Power Plant
Owner: City of Coffeyville, Kansas
Engineer: Burns and McDonnell

THIS TASK AUTHORIZATION is made as of October 30, 2015 by and between City of Coffeyville, KS ("Owner") and Burns & McDonnell Engineering Company, Inc., a Missouri corporation ("Engineer"). This Task Authorization shall be considered a Change Order as defined by the Agreement between Owner and Engineer for Professional Services dated October 14, 2014.

Owner authorizes Engineer to proceed with the following:

SCOPE OF SERVICES

The Scope of Services includes providing an environmental specialist at the Site for 45 working days (10 hours per day) to monitor potentially contaminated soils during drilled pier installation. Burns & McDonnell will provide required personnel and equipment to monitor soils with a PID per the project Waste Management Plan and oversee implementation of supplement to the Health and Safety Plan which covers environmental hazards. Scope assumes no soil contamination will be found above a reading of one part per million by volume (ppmv) on the PID and Scope does not include sampling or removal of contaminated soils from Site. Any soils encountered with a PID reading above one ppmv or visibily impacted, will be considered contaminated and Burns & McDonnell's scope will be reevaluated based on appropriate actions determined to manage the potentially contaminated soils.

TERMS AND CONDITIONS

The term and conditions defined by the AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFFESSIONAL SERVICES dated October 14, 2014 are incorporated by reference in and made a part of this Task Authorization.

COMPENSATION

Owner shall pay Engineer for the Work set forth in Task Authorization #1 an amount equal to the cumulative hours charged in connection with the Project by each class of Engineer's employees times the Professional Service Billing Rates for each applicable billing class, plus Reimbursable Expenses. The amount shall not exceed the sum of One Hundred One Thousand One Hundred Fifty Dollars ($101,150) without written approval of the Owner (Not-to-Exceed Sum). Engineer shall notify Owner when the charges for Work performed exceed 80% of the not-to-exceed sum. The Professional Service Billing Rates are set forth in the attached Schedule of Hourly Professional Service Billing Rates, Form BMR1215, which will be adjusted annually.

Reimbursable Expenses include the following categories: Equipment rental; Engineer's technology charge; business travel (expenses shall include, but not be limited to, airfare, excess baggage fees, car rental, fuel, taxi, tolls, reimbursable mileage, meals, lodging, and parking); transportation and subsistence/per diem; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; shipping charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items. The Owner shall pay the cost to Burns & McDonnell plus 10%.

SCHEDULE

The schedule will be defined by the contractor installing drilled piers at the Site, not BMcD. Work is expected to begin in January of 2016.

TASK AUTHORIZATION #6
Draft 10/30/15

IN WITNESS WHEREOF, Owner, by and through its authorized representatives and Engineer, by and through its authorized representatives, have made and executed this Agreement as of the day and year first above written:

Owner City of Coffeyville, Kansas	Engineer Burns & McDonnell Engineering Company, Inc.
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
Title:_____	Title: _____
Date:_____	Date: _____

COC 2 months Level 11				
	Rate	Days	Hours/Day	
Labor (level 11)	177	45	10	79,650
Tech Fee	9.95	45	10	4,478
Hotel	125	36		4,500
Fleet Vehicle Monthly Rate (month)	1195	2		2,390
Fleet Mileage Charge (daily use)	0.29	45	15	195.75
Fleet Mileage Charge (trips home)	0.29	8	340	788.8
Meals	60	45		2,700
Equipment Rental (LEL/PID) - Monthly Rate	2000	2		4,000
Equipment Expendables (i.e. gloves, etc.)	20	45		900
Expense Markup				1,547
				101,150
Mileage				
170 miles to and from				
10 miles / day				