Item # I-1

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	12/22/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-165	
AGENDA TITLE	On-Call Engineering services contract with Professional Engineering Consultants, P.A. (PEC)	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	Authorize execution of an On-Call Contract with PEC for General Civil Engineering Services	

BACKGROUND	The City of Coffeyville currently has 4 on-call agreements with civil engineering firms. These agreement are not project specific but are used for small or urgent services where time for standard RFQ procedures is unavailable. These agreements are with Allgeier, Martin and Associates (AMA) 2006, BWR Corporation & TranSystems Corporation 2009, and Tri-State Engineering 2010. This agreement, as with all the previous agreements, does not commit the city to any expenditure unless city staff requests work under the on-call engineering agreement. Then staff would be billed per the rate schedule in the agreement. Typically the rate schedule is updated yearly. The City of Coffeyville has utilized PEC on several projects in the past, most recently the 4th Street and Northeast Geometric Improvement project which won an award from the American Council of Engineering Companies of Kansas. PEC has offices located around KS, OK, and CO. The closest branches are in Pittsburg KS and Tulsa OK. If approved, this proposed agreement will give staff another choice along with the existing AMA, TranSystems, and Tri-State contracts. It will give staff the ability to delegate the work to the firm that we believe will be the most capable, timely, and cost effective for a specific project. This will allow the City to react quickly when necessary and to authorize minor engineering tasks and small projects without waiting to bring each individual project to the City Commission for approval. It would be another tool to help us respond more quickly, efficiently, and effectively.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	City staff recommends that the City Commission authorize execution of the proposed agreement for engineering services with Professional Engineering Consultants, P.A.
REFERENCE DOCUMENTS ATTACHED	Eng CONTRACT for Coffeyville.pdf, Resolution -PEC.doc

RESOLUTION NO. R-15-165

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. FOR GENERAL CIVIL ENGINEERING SERVICES FOR THE CITY OF COFFEYVILLE.

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 a General Civil Engineering Services Retainer Contract with Professional Engineering Consultants for civil engineering services for the City of Coffeyville.

ADOPTED THIS 22TH DAY OF DECEMBER 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

CONTRACT for ENGINEERING SERVICES

between

THE CITY OF COFFEYVILLE, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

THIS CONTRACT, made this ___ day of _____, 2015, by and between

THE CITY OF COFFEYVILLE, KANSAS Party of the First Part, hereinafter called the "CITY"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 104 S. Pine; Pittsburg, Kansas Party of the Second Part, hereinafter called the "CONSULTANT"

WITNESSETH:

WHEREAS the CITY desires to engage the services of the CONSULTANT to serve in an advisory role to the governing body of the CITY in matters pertaining to engineering concerns; and

WHEREAS the CITY is authorized by law to employ Consulting Engineers to assist the CITY and to prepare reports, studies and investigations:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. <u>THE CONSULTANT AGREES:</u>

A. Upon request, provide a professional registered engineer at a regularly scheduled meeting of the CITY Council and/or a regularly scheduled meeting of the Planning Commission and any special meetings called by either body.

B. Upon request, provide routine advice on matters pertaining to engineering problems confronting the CITY.

C. Upon request, review proposed plats drainage plans, utility plans, petitions and phase maps submitted to the CITY for conformance to CITY standards and requirements.

D. Update boundary description based on changes in the City Limits boundary.

E. Assist in preparation of cost estimates for Capital Improvement projects.

F. To be available by telephone for consultation on matters not requiring extensive research for resolution.

G. To accept via separate contract engineering projects, studies and investigations that the CITY may undertake during the term of this contract and submit to CONSULTANT for the term of the contract. If the CONSULTANT cannot accept the project due to staff limitations, the CONSULTANT shall advise the CITY in writing.

H. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered. Compensation shall be based on the Standard Hourly Rates set out in Attachment A, which are subject to revision. The CONSULTANT shall provide updated Standard Hourly Rates for the CITY's review. Fee ranges for Design Engineering Services for Construction Projects shall be guided by Attachment B.

I. To submit monthly billings to the CITY for costs accrued in the performance of the services herein described.

J. That all maps, drawings, and studies will remain the property of the CITY.

II. THE CITY AGREES:

A. To furnish the CONSULTANT for his use on projects submitted to the CONSULTANT all prior data developed by the CITY including applications, reports, design calculations, drawings and pertinent correspondence with State and Federal agencies.

B. To promptly review all preliminary submittals from the CONSULTANT and to transmit any suggested revisions, modifications or changes to be made.

C. To pay the CONSULTANT for his services in accordance with the requirements of this Agreement.

D. To notify the CONSULTANT at least two working days in advance of any scheduled discussion or information to be developed by the CONSULTANT at a regularly scheduled meeting of the CITY or Planning Commission.

III. THE PARTIES HERETO MUTUALLY AGREE:

That the "Standard Conditions" attached hereto are a part of this agreement.

That the right is reserved to the CITY and/or the CONSULTANT to terminate this agreement at any time, upon written notice. The CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date first written above.

CITY OF COFFEYVILLE, KANSAS

_____
Kendal Francis, City Manager

ATTEST:

_____
Cindy Price, City Clerk

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
Bruce D. Remsberg, P.E.
Principal-in-Charge

1. STANDARD OF CARE: Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. USE OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. INSURANCE: PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. NO GUARANTEE: PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. INDEMNIFICATION/HOLD HARMLESS: PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. ASSIGNMENT OR SUBLETTING OF CONTRACT: Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. NON PAYMENT/TERMINATION OF AGREEMENT: If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. DIFFERING SITE CONDITIONS: The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. EXTRA WORK: Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. FORCE MAJEURE: The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. AGREEMENT SOLELY FOR PARTIES' BENEFIT: This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. LIMITATION OF LIABILITY: To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of $50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

2015 RATE SCHEDULE**
ATTACHMENT A

TITLE	HOURLY RATE *
Principal Engineer 5	$155.00
Principal Engineer 4	$150.00
Principal Engineer 3	$145.00
Principal Engineer 2	$140.00
Principal Engineer 1	$130.00
Project Manager 7	$150.00
Project Manager 6	$145.00
Project Manager 5	$135.00
Project Manager 4	$125.00
Project Engineer 5	$115.00
Project Engineer 4	$105.00
Project Engineer 3	$100.00
Project Engineer 2	$90.00
Design Engineer 4	$95.00
Design Engineer 3	$85.00
Design Engineer 2	$80.00
Landscape Arch. 4	$125.00
Landscape Arch. 3	$95.00
Land Use Planner 3	$120.00
Land Use Planner 2	$90.00
Airport Planner 4	$140.00
Design Technician Supervisor 5	$120.00
Design Technician Supervisor 4	$110.00
Design Technician Supervisor 3	$90.00
Design Technician Supervisor 2	$70.00
Design Technician 6	$105.00
Design Technician 5	$95.00
Design Technician 4	$80.00
Design Technician 3	$65.00
Design Technician 2	$55.00
Drafter/CAD Operator 4	$70.00
Drafter/CAD Operator 3	$60.00
Drafter/CAD Operator 2	$50.00
Balance Technician Supervisor 3	$90.00
Balance Technician 4	$85.00
Balance Technician 3	$75.00
Balance Technician 2	$65.00
Balance Technician 1	$55.00
Land Surveyor 4	$100.00
Land Surveyor 3	$90.00
Land Surveyor 2	$80.00
Party Chief 4	$65.00
Survey Assistant 5	$65.00
Survey Assistant 4	$60.00
Survey Assistant 3	$55.00
Survey Assistant 2	$50.00
Survey Assistant 1	$35.00
3 Man Survey Crew	$185.00
2 Man Survey Crew	$150.00
2 Man Survey Crew w/ Robot	$160.00
1 Man Survey Crew w/ Robot	$130.00

2015 RATE SCHEDULE
ATTACHMENT A
Page 2

TITLE	HOURLY RATE *
1 Man Survey Crew w/ GPS	$130.00
Field Engineer 5	$155.00
Field Engineer 4	$135.00
Field Engineer 3	$110.00
Field Engineer 2	$100.00
Inspector Supervisor 3	$80.00
Inspector 6	$85.00
Inspector 5	$80.00
Inspector 4	$75.00
Inspector 3	$70.00
Lab Technician Supervisor 4	$90.00
Lab Technician Supervisor 3	$85.00
Lab Technician 4	$65.00
Lab Technician 3	$60.00
Lab Technician 2	$55.00
Lab Technician 1	$50.00
Administrative Assistant Supervisor 2	$65.00
Administrative Assistant 4	$65.00
Administrative Assistant 3	$55.00
Clerk Typist 2	$50.00
Clerk Typist 1	$45.00
Computer Programmer	$80.00
CAD Assistant 1	$35.00
Technical Writer 4	$80.00
Technical Writer 3	$70.00
Technical Writer 2	$65.00
Public Relations 1	$95.00
Computer/CAD	$18.00
Infrared Camera	$50.00
Ground Penetrating Radar (concrete)	$50.00
*Premium time for all non-salaried personnel	1.5 multiplier

REIMBURSABLES:

Outside Consultants	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	$0.57/Mile
ATV	$20.00/Hour
GPS	$50.00/Hour
3D Laser Scanner	$150.00/Hour
Car Rental and Fuel	Cost
Per Diem	$35.00/Day
Telephone (Long Distance)	No Charge
Postage (Regular Mail)	No Charge
Deliveries and Overnight Mail…	Cost plus 10%
Travel, Hotel, Meals, and Subsistence	Cost
Filing Fees	Cost

**The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.

ATTACHMENT B

DESIGN ENGINEERING FEE RANGE FOR CONSTRUCTION PROJECTS

COST OF PROJECT	PERCENTAGE OF CONSTRUCTION
$1,000,000 and greater	7.5%
$ 500.000 to $1,000,000	8.0%
$ 300,000 to $ 500,000	8.2%
$ 100,000 to $ 300,000	9.5%
$ 50,000 to $ 100,000	10.7%
$ 20,000 to $ 50,000	12.5%
$ 0 to $ 20,000	15.2%

For Water Treatment and Wastewater Treatment Facilities 2% will be added. For Rehabilitation Projects 1 % will be added.