CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	01/12/2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-04	
AGENDA TITLE	Authorize a work authorization to Allgeier, Martin and Associates, Inc. for survey & design of 2016 Intersection & Drainage Improvement Project.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	NTE $93,000.00
	Budget Line Item:	520-5-220-868
	Balance Available	$400,000.00
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To authorize a survey and design work authorization to Allgeier, Martin and Associates, Inc. (AMA) for the 2016 Intersection and Drainage Improvement Project	

BACKGROUND	In fall of 2012 the City of Coffeyville created a plan to improve damaged intersections throughout the city. This plan is part of the 5-year transportation plan. The bad intersections are largely located in low lying areas where repeated street overlays have destroyed the drainage for the intersections. The 2016 Intersection and Drainage Improvement Project will be the 6th project of this kind that the city has contracted with AMA. To date, the city has contracted 25 intersections/swales to be reconstructed and has completed several intersections with city crews. The 2016 Intersection and drainage improvement project consists of: Wilshire & Fairway — Full Intersection 2nd & Grant — Full Intersection 8th & Washita — Full Intersection 1st and Exner — North E/W Drainage Swale 8th & Howard — South E/W Drainage Swale 14th and Atlantic — South E/W Drainage Swale
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of a work authorization to Allgeier, Martin and Associates, Inc. for the 2016 intersection and drainage project.
REFERENCE DOCUMENTS ATTACHED	Res- 2016 Intersection and Drainage Improvement work authorization to AMA.doc, WORK Auth Agt Basic Pg 1 & 2 (Rate Sch) - Design and Bidding Phase 12-23-2015.pdf

RESOLUTION NO. R-16-04

A RESOLUTION TO AUTHORIZE A WORK AUTHORIZATION AGREEMENT FOR ALLGEIER, MARTIN & ASSOCIATES, FOR THE ENGINEERING DESIGN OF THE 2016 INTERSECTION AND DRAINAGE IMPROVEMENTS 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 and authorize a work order under the existing on-call service agreement with Allgeier, Martin and Associates for the engineering design of the 2016 Intersection and Drainage Improvement Project in the not-to-exceed amount of $93,000.00.

ADOPTED THIS 12TH DAY OF JANUARY 2016.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

Compensation will be based on the attached rate schedule and as outlined in the attached Estimate of Costs. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: $93,000

By: _____ Date: December 23, 2015
Michael Atkinson, P.E., Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: Intersection and Drainage Improvements 2016

PROJECT LOCATION: Coffeyville, Kansas

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: **City of Coffeyville, Kansas**
ATTN: **Chuck Shively**
STREET ADDRESS: **11E 2nd Street**
CITY: **Coffeyville** **STATE:** **KS** **ZIP CODE:** **67337**

WORK AUTHORIZED BY:

_____
Date

_____
Name and Title

_____
Signature

SCOPE OF WORK:

Attachment Number 1 – Scope of Work
Attachment Number 2 – Estimate of Design Costs
Attachment Number 3 – Rate Schedule

GENERAL CONDITIONS

PAYMENT TERMS - Unless otherwise agreed in writing, payment is due within ten days of receipt of our invoice. If payment is not received within thirty days from the invoice date, the Client agrees to pay late fees of 1.5% per month (if this exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable), and reasonable attorneys fees and costs of collection. Claims for unpaid fees or compensation may be determined in any state or federal court for Jasper County, Missouri.

In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE - The Engineer maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of $2,000,000. Comprehensive General Liability Insurance with coverage of $1,000,000, and Automobile Liability Insurance with coverage of $1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by the Engineer in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – The Engineer's maximum aggregate liability for damages connected with the project is limited to the compensation paid by the Client to the Engineer for project services.

RIGHT-OF-WAY - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage, which may result.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of Client, the Engineer will provide Client with copies of documents created in the performance of said work.

SAFETY - Should Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Missouri.

ATTACHMENT NUMBER 1
SCOPE OF WORK

1.1 General

1.1.1 ENGINEER shall perform professional design, and bidding phase as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and bidding of the planned intersection improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Intersection and drainage improvements for the intersections listed below:

Wilshire & fairway
2nd & Grant
8th & Washita
1st and Exner
8th & Howard
14th & Atlantic

1.1.3.2 Design of storm sewer lines as need and associated inlet upgrades and additions within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that three (3) of the intersections will be full replacements and three (3) intersections will be partial replacements. The construction cost is estimated at $398,000.

1.1.3.3 Bidding Phase for installation of the said new storm sewer line and inlets within the project area boundary.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies

to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary (to be performed by others), will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 <u>Bidding and Construction Phase</u>

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

ATTACHMENT NUMBER 2

ESTIMATE OF COST
FOR INTERSECTION AND DRAINAGE IMPROVEMENTS 2016
COFFEYVILLE, KANSAS

	HOURS	RATE	EXTENDED COST
Surveying			
Registered Land Surveyor II	13	$160.00	$2,080.00
Two-Man Survey Crew	48	$150.00	$7,200.00
Designer/Technician III	48	$104.00	$4,992.00
Design Phase			
Engineer III	220	$170.00	$37,400.00
Designer/Technician II	350	$91.00	$31,850.00
Secretary/Word Processor	16	$69.00	$1,104.00
Bidding			
Engineer III	20	$170.00	$3,400.00
Designer/Technician II	16	$91.00	$1,456.00
Secretary/Word Processor	30	$69.00	$2,070.00
Subtotals	**761**		**$91,552.00**
Other Direct Costs			
Travel @ $0.57/Mi.		1700 miles	$969.00
Printing			$400.00
Per Diem			$79.00
Subtotals			**$1,448.00**
CONTRACT CEILING FOR DESIGN PHASE			**$93,000.00**

ATTACHMENT NUMBER 3

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	$0.57 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%