CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	01/12/2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-01	
AGENDA TITLE	Authorize an agreement with to Allgeier, Martin and Associates, Inc. for Design of the Acme Foundry Street Iimprovement grant	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	NTE $128,000.00
	Budget Line Item:	
	Balance Available	$1,000,000.00
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To authorize an agreement for design services for the Acme Foundry street improvement grant project to Allgeier, Martin and Associates, Inc. (AMA)	
BACKGROUND	On March 13th 2015 the Governor of Kansas announced a $1 million economic development grant. This grant is for street improvements around Acme Foundry to help with the foundry's expansion. Staff has been working with AMA under the existing engineering services agreement while waiting for any KDOT required verbiage for a final agreement. We received KDOT's requirements and AMA has added them to the agreement attached.	
SPECIAL NOTES	Preliminary design is covered 100% by grant funds	
ANALYSIS		

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of an agreement with Allgeier, Martin and Associates, Inc. for the design of the Acme Foundry Street Improvement Grant project.
REFERENCE DOCUMENTS ATTACHED	Res- AMA Design of ACME Street Grant.docx, Cville, Signed ACME Foundry ESC Agreement 1-6-16.pdf

RESOLUTION NO. R-16-01

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ALLGEIER, MARTIN & ASSOCIATES, FOR THE ENGINEERING DESIGN OF THE ACME FOUNDRY STREET IMPROVEMENT GRANT 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 an agreement with Allgeier, Martin & Associates for the engineering design of the Acme Foundry Street Improvement Grant project (KDOT Project No. KS-1717-01) in the not-to-exceed amount of $128,000.00.

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

AGREEMENT*
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
KDOT PROJECT NO. KA-1717-01

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).

IN AS MUCH as funds have been made available by the Economic Development Program coordinated through the Kansas Department of Transportation, the Owner intends to make geometric improvements to intersections and resurface streets in the vicinity of Acme Foundry in Coffeyville; including 14th, 15th and Willow Streets, west of US-169 and south of US-166. 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, the project includes pavement resurfacing, six (6) geometric intersection improvements, stormwater improvements, one (1) railroad crossing, KDOT Permitting, and rehabilitation design work.

1.1.3. Coordinate with Local Railroad officials for the purpose of obtaining Railroad requirements for crossings and assisting with the completing a permit application.

1.1.4. Coordinate with the Kansas Department of Transportation and complete permit application for work on KDOT Right of Way.

1.1.5. 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.

1.1.6. Upon receipt of Construction Authorization, make final revisions resulting from reviews from agencies involved, and provide five (5) copies of plans, specifications, and Bid Documents to the City.

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

1.1.8. 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 six (6) 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.

4.4 Submit Progress Reports to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project Schedule.

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 **$128,000.00**.

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, and Exhibit C – Project Location Map, consisting of one page, Exhibit D – Project Schedule, consisting of one page.

7.2. This Agreement (consisting of Pages 1 to 12, 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.

7.3 Third Party Beneficiary: Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

Executed by the Engineer this 6th day of January, 2016.

Executed by the Owner this _____ day of _____, 201__.

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

OWNER:
CITY OF COFFEYVILLE, KANSAS

_____
(Authorized Signature)

Christopher V. Williams
Mayor

ATTEST:

_____
(Authorized Signature)

Cindy Price
City Clerk

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.

Michael Atkinson
(Authorized Signature)

Michael Atkinson, P.E.
Vice President

(SEAL)

*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
KDOT PROJECT NUMBER KA-1717-01
(Local Roadway Improvements in the vicinity of Acme Foundary)
14TH, 15TH AND WILLOW STREETS
COFFEYVILLE, KANSAS

	HOURS	RATE	EXTENDED COST
Surveying			
Registered Land Surveyor II	32	$160.00	$5,120.00
Designer/Technician II	48	$91.00	$4,368.00
Two-Man GPS Survey Crew	48	$175.00	$8,400.00
Preliminary Design Phase (Planning)			
Engineer III	80	$170.00	$13,600.00
Engineer I	140	$135.00	$18,900.00
Designer/Technician II	120	$91.00	$10,920.00
Final Design Phase			
Engineer III	110	$170.00	$18,700.00
Engineer I	240	$135.00	$32,400.00
Designer/Technician II	260	$91.00	$23,660.00
Secretary/Word Processor	24	$69.00	$1,656.00
Bidding			
Engineer III	8	$170.00	$1,360.00
Engineer I	24	$135.00	$3,240.00
Designer/Technician II	8	$91.00	$728.00
Secretary/Word Processor	30	$69.00	$2,070.00
Subtotals	**1044**		**$127,234.00**
Other Direct Costs			
Travel @ $0.56/Mi.		650 mi	$364.00
Printing		1200	$402.00
Subtotals			**$766.00**
CONTRACT CEILING FOR PLANNING, DESIGN AND BIDDING PHASE			**$128,000.00**

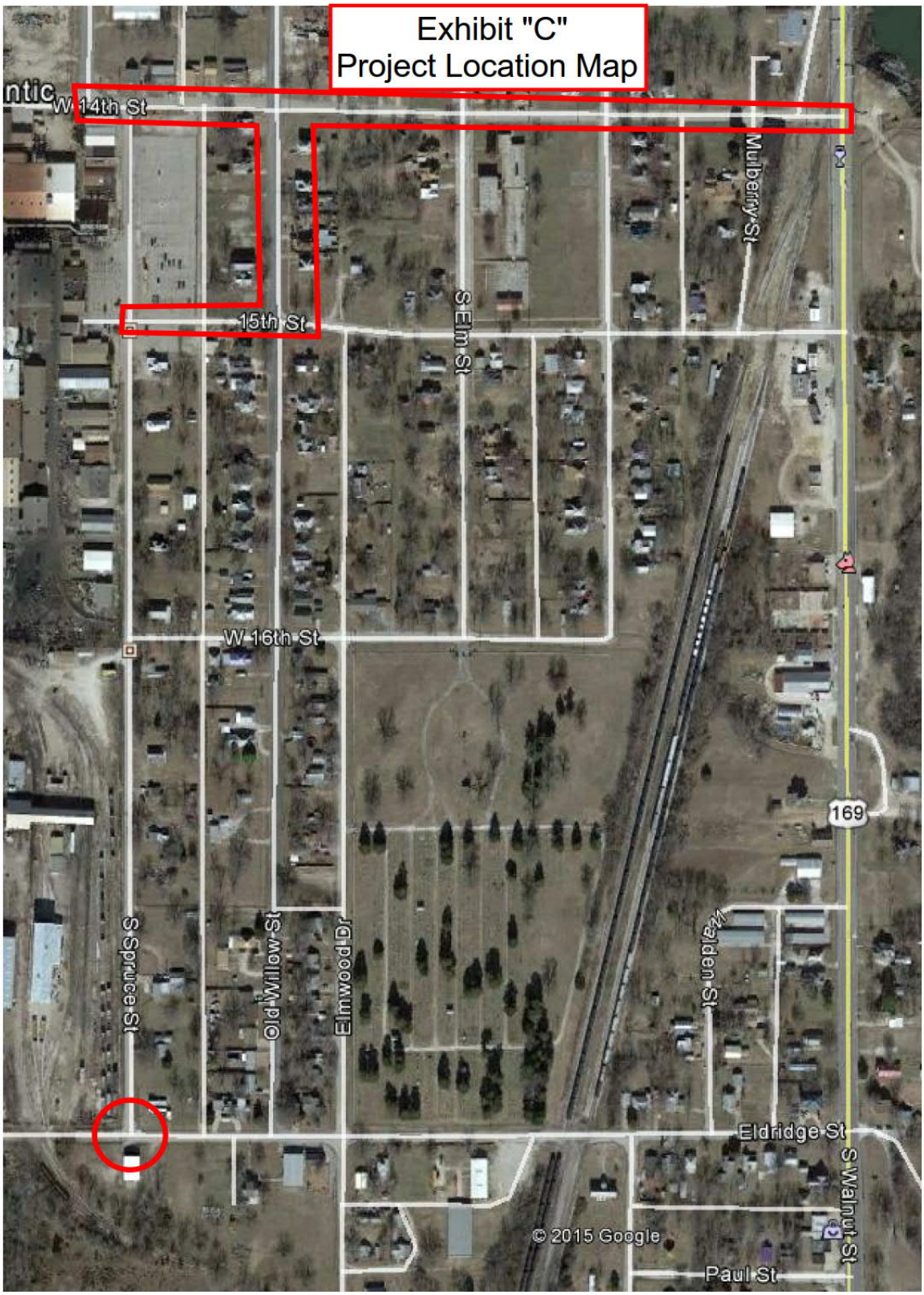
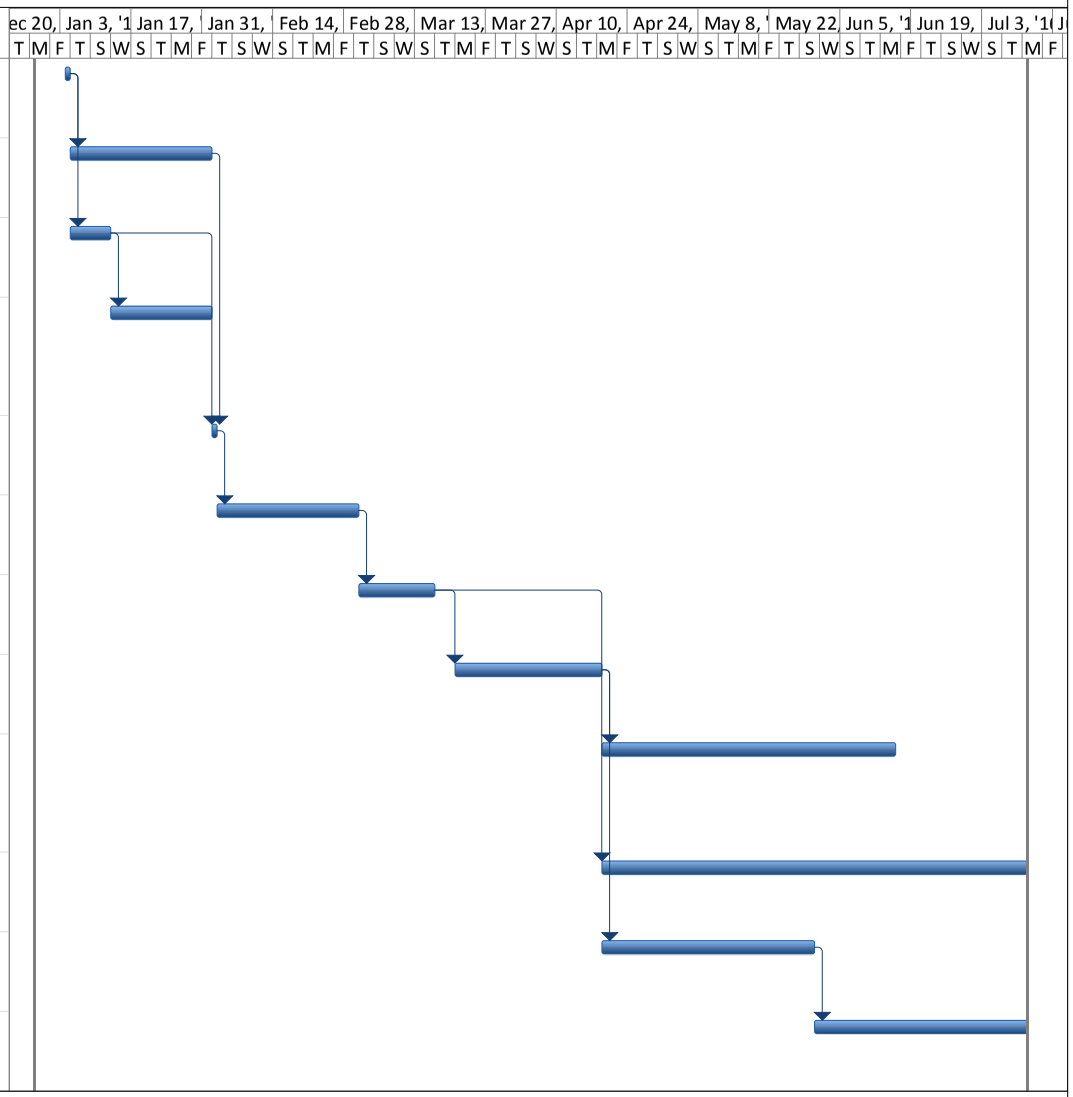


Exhibit "C"
Project Location Map
W 14th St
15th St
S Elm St
Mulberry St
W 16th St
169
S Spruce St
Old Willow St
Elmwood Dr
Walden St
Eldridge St
S Walnut St
Paul St
© 2015 Google

Exhibit "D"
Project Schedule
KDOT Project Number KA-1717-01
Coffeyville, Kansas

ID	Task Mode	Task Name	Duration	Start	Finish
1		Notice to Proceed	1 day	Mon 1/4/16	Mon 1/4/16
2		Verify Right of Way Limits	20 days?	Tue 1/5/16	Mon 2/1/16
3		Preparation of Conceptual Geometrics	6 days	Tue 1/5/16	Tue 1/12/16
4		Submit Conceptual Geometrics to City for Review	14 days	Wed 1/13/16	Mon 2/1/16
5		Submit Environmental Plans	1 day	Tue 2/2/16	Tue 2/2/16
6		Field Check Plan Production	20 days	Wed 2/3/16	Tue 3/1/16
7		Submit Field Check Plans to City	11 days	Wed 3/2/16	Wed 3/16/16
8		Office Check Plan Production	21 days	Mon 3/21/16	Mon 4/18/16
9		Submit Office Check Plans to KDOT for Review	42 days	Tue 4/19/16	Wed 6/15/16
10		Utility Adjustments	60 days	Tue 4/19/16	Mon 7/11/16
11		Final PS&E Production	30 days	Tue 4/19/16	Mon 5/30/16
12		Solicitation of Bids	30 days	Tue 5/31/16	Mon 7/11/16



Project: Exhibit D, Project Schedu
Date: Tue 12/29/15

Task	External Tasks	Manual Task	Finish-only
Split	External Milestone	Duration-only	Deadline
Milestone	Inactive Task	Manual Summary Rollup	Progress
Summary	Inactive Milestone	Manual Summary	
Project Summary	Inactive Summary	Start-only	