CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	01/26/2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-16	
AGENDA TITLE	Authorize Supplemental Agreement No. 1 for the Engineering Services contract with PEC for design of the Wilshire curb and gutter project phase 1 & 2.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	Phase 1 NTE $42,900.00 Phase 2 NTE $16,000.00
	Budget Line Item:	
	Balance Available	$150,000.00
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To authorize supplemental agreement No.1 to the contract for engineering services with PEC for design and inspection of Wilshire curb and gutter	
BACKGROUND	On January 5th city staff met with PEC to request design work for repairing Wilshire's curb and gutter from Fairway to 1st Street. Last year when preparing for the surface seal it was decided that before we could seal Wilshire Street we needed to repair the curb and gutter as it is broken up in several places causing water to stand and seep into the road subgrade.	
SPECIAL NOTES		
ANALYSIS		

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of supplemental agreement No. 1 for the engineering services contract with PEC.
REFERENCE DOCUMENTS ATTACHED	Res- PEC design of Wilshire curb and gutter.docx, Wilshire St Work Order.pdf

RESOLUTION NO. R-16-16

A RESOLUTION TO AUTHORIZE SUPPLEMENTAL AGREEMENT NO.1 FOR ENGINEERING SERVICES WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A., FOR THE ENGINEERING DESIGN/INSPECTION OF THE WILSHIRE CURB AND GUTTER 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 supplemental agreement No. 1 for engineering services with Professional Engineering Consultants, P.A. for the engineering design/inspection of the Wilshire Curb and Gutter Project in the not-to-exceed amount of $58,900.00.

ADOPTED THIS 26TH DAY OF JANUARY 2016.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

SUPPLEMENTAL AGREEMENT NO. 1
to the
CONTRACT
for
ENGINEERING SERVICES
Dated December 22, 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 South Pine, Pittsburg, Kansas 66762
Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering engineering services to be provided by the CONSULTANT.

WHEREAS, Paragraph I.G. of the original Contract provides for the CONSULTANT to accept via separate contract engineering projects that the CITY may undertake during the term of this contract and submit to CONSULTANT, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide the CITY a Supplemental Agreement for additional services relative to the reconstruction of Wilshire Street from Fairway Street to First Street.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Scope of Services shall be as set out in EXHIBIT A.

II. PAYMENT PROVISIONS

Payment to the CONSULTANT for performance of the specified services outlined in EXHIBIT A shall be on the basis of the Contract Standard Hourly Rates not to exceed a total of:

Phase I - $42,900
Phase II - $16,000

III. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this or other supplemental agreements shall remain in force and effect.

INWITNESS WHEREOF, the CITY and the CONSULTANT have executed Supplemental Agreement No. 1 as of this _____day of_____, 2016.

CITY OF COFFEYVILLE, KANSAS

By: _____

Title: _____

PROFESSIONAL ENGINEEING CONSULTANTS, P.A.

By: _____
Bruce D Remsberg, P.E., Principal

SCOPE OF SERVICES

RECONSTRUCTION OF WILSHIRE (FAIRWAY TO 1ST) PROJECT

The ENGINEER agrees to furnish and perform the various engineering and technical services for the PROJECT in accordance with the following provisions and the requirements of the City of Coffeyville, Kansas (CITY).

I. PHASE I - DESIGN PHASE SERVICES.

When authorized by the CITY the CONSULTANT shall proceed with the development of Bidding Documents for the reconstruction of curb and gutter, pavement, drives and incidental items thereto such as drainage and earthwork over the area depicted on Map No. 1 provided in EXHIBIT B. The following major work items are anticipated as necessary for the development of Bidding Plans.

A. Attend and Conduct a Design Kick-off Meeting with City Officials

B. Completion of Topographic Field Survey

C. Preparation of Preliminary Check-Plans which shall approximately reflect 60% complete Drawings including the following:

i. Typical Sections
ii. Preliminary Plan View Layouts
iii. Preliminary Curb Line Profiles
iv. Preliminary Cross-sections
v. Review of Drainage
vi. Preliminary Construction Phasing Plans
vii. Preliminary Estimate of Probable Cost

D. Attend and conduct a Preliminary Check-Plan Review Meeting

E. Preparation of Final Check-Plans, including a Project Manual, which shall approximately reflect 90% complete Drawings consisting of the following.

i. Title Sheet
ii. Survey Control
iii. Typical Sections/General Notes
iv. Plan View Drawings
v. Curb Line Profile Drawings
vi. Quantity Schedules and Recaps
vii. Cross-sections
viii. Plan and Profile of any Drainage improvements
ix. Construction Phasing Plans
x. Traffic Control Plans
xi. Erosion Control Plans
xii. Construction Details
xiii. Estimate of Probable Cost

F. Attend and Conduct Final Check-Plan Review Meeting with City Officials

G. Preparation of Final Drawings and Project Manual

H. Assist with Permitting relative to a Stormwater Construction Permit (NOI) through the KDHE.

I. Assist with advertisement for and receipt of Bids, the evaluation of Bids, and attendance at City Commission Meeting for consideration of Bids.

II. PHASE II – CONSTRUCTION ADMINISTRATION SERVICES

1. During Construction Provide the Following:

A. Assist in conducting the Pre-Construction Conference.

B. Submit progress estimates to the CITY for periodic payment to the Contractor.

C. Receive and review Contractor's initial construction schedule, progress reports, shop drawings, and material certifications.

D. Make up to three (3) periodic visits to the Project site to determine Contractor's progress and general character of the work and to participate in progress meetings.

E. Consult with the Resident Project Representative regarding interpretations or clarifications of the plans and specifications.

F. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.

G. Review materials field test reports as submitted by the Resident Project Representative.

H. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.

I. Review Change Orders and or Supplemental Agreements prepared by the Resident Project Representative.

J. Conduct Final Inspection of the work.

K. Review Certificate of Completion when the PROJECT has been completed and transmit to CITY for approval.

2. After Construction Provide the Following:

A. Prepare reproducible "Record Drawings" of the completed work based on data provided by the Resident Project Representative.

B. Deliver "Record Drawings" to the CITY in both hard copy and digital form. Digital files shall include only those drawings prepared using CAD methods and shall be delivered in AutoCAD format, using the drafting standards and layering conventions used by the CONSULTANT to produce the contract drawings.

III. CONSTRUCTION OBSERVATION SERVICES.

Continuous on-site Construction Observation duties shall be provided by the CONSULTANT if requested by the CITY and under a Supplemental Agreement.

IV. TIME OF PERFORMANCE

The ENGINEER shall commence work on Phase I of the PROJECT within ten (10) calendar days following authorization by the CITY to proceed and shall deliver bidding plans to the CITY in accordance with Exhibit C attached hereto; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the action or inaction of the CITY or other agencies.

Phase II of the PROJECT shall commence upon Award of the Contract.

V. EXCLUSIONS

The following tasks, or design elements, are specifically excluded from the Scope of Services intended herein

1. Services relative to easement or right-of-way acquisition, including survey relative to such items.
2. Construction Observation Services.
3. Special inspection services are not included in the scope of work, which may be required by building codes, building officials, or designers. Special inspections are a specific set of requirements that are generally not covered under standard inspection services. Special inspections are usually required for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement.

EXHIBIT B-MAP NO. 1

EXHIBIT C - WORK SCHEDULE

Wilshire Street Reconstruction-Coffeyville, Kansas

Task	J	F	M	A	M	J	J	A	S	O	N	D
Gather Data & Perform Field Surveys												
Develop Preliminary Check-Plans												
Preliminary Check-Plan Review												
Develop Final-Check Plans												
Final Check-Plan Review												
Final Plans												
Advertisement for Bid Period												
Estimated Letting Date-August 1, 2016												
	J	F	M	A	M	J	J	A	S	O	N	D
YEAR	2016											