CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	January 12, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-05	
AGENDA TITLE	**A Resolution to authorize execution of an Engineering Services Work Authorization Agreement with Allgeier, Martin and Associates, Inc. for Construction Engineering and Inspection services for construction of a Water Utility Chlorine Booster Station.**	
REQUESTING DEPARTMENT	Public Works – Water Utility	
PRESENTER	Chuck Shively, Director of Public Works	
FISCAL INFORMATION	Cost as recommended:	$30,000.00
	Budget Line Item:	910-5-612-478
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To authorize an agreement for Construction Engineering & Inspection services for the Water Utility Chlorine Booster Station project.	
BACKGROUND	This proposed Resolution authorizes execution of an Engineering Services Work Authorization Agreement under the existing Civil Engineering Services Retainer Contract with Allgeier, Martin and Associates, Inc. The scope of the agreement is to perform Construction Phase Engineering and Inspection services for the Water Utility Chlorine Booster Station project.	
SPECIAL NOTES	N/A	

ANALYSIS	The previous City Commission Agenda Item was for construction of a Chlorine Booster Station for the Water Utility. This agenda Item is a Resolution to approve Construction Engineering and Inspection services for that construction project. The proposed agreement lists the scope of services to be provided by the engineer and their 2016 hourly rate schedule, as well as payment terms, insurance requirements, etc.. The fees to be charged will be at the rate listed times the actual hours worked on the project plus direct expenses. The maximum fee for the project shall not exceed $30,000.00 without prior approval of the City of Coffeyville due to change in the scope of the services.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends that the City Commission approve the Resolution authorizing execution of an Engineering Services Work Authorization Agreement under the existing Civil Engineering Services Retainer Contract with Allgeier, Martin and Associates, Inc. in an amount not to exceed $30,000.00 without approval of the City of Coffeyville.
REFERENCE DOCUMENTS ATTACHED	Engineering Services Work Authorization Agreement.

RESOLUTION NO. R-16-03

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR CONSTRUCTION OF THE CITY OF COFFEYVILLE WATER UTILITY CHLORINE BOOSTER STATION 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 an Engineering Services Work Authorization Agreement with Allgeier, Martin and Associates, Inc. for Construction Engineering and Inspection Services for construction of the City of Coffeyville Water Utility Chlorine Booster Station Project, in an amount not to exceed $30,000.00 without approval of the City of Coffeyville.

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

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. 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: $30,000

By: _____ Date: December 21, 2015
Michael Atkinson, P.E., Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: Water Distribution System Chlorine Booster Station

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: 11 E 2nd Street
CITY: Coffeyville **STATE:** KS **ZIP CODE:** 67337

WORK AUTHORIZED BY:

_____
Date

_____
Name and Title

_____
Signature

SCOPE OF WORK:
The engineering construction and inspection phase services will include the administration of the construction contract documents, review of contractor submitted shop drawing, review of monthly contractor pay requests, periodic construction inspection in order to observe the Contractor's progress and quality of work, and determine if the work conforms to the contract documents.

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.

EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2016

LABOR RATES

Position	Hourly Billing Rate 01/01/2016 thru 12/31/2016
Principal/Engineer IV	$185
Principal/Engineer III	$170
Project Manager/Engineer II	$150
Project Manager/Engineer I	$135
Designer/Technician III	$104
Designer/Technician II	$91
Designer/Technician I	$85
Two-Man GPS Survey Crew	$175
One-Man GPS Survey Crew	$135
Three-Man Survey Crew	$195
Two-Man Survey Crew	$150
Registered Land Surveyor II	$160
Registered Land Surveyor I	$140
Survey Party Chief	$85
Survey Crew Member	$69
Right of Way Specialist	$108
Construction Inspector III	$104
Construction Inspector II	$91
Construction Inspector I	$85
Secretary/Word Processor	$69
Print Specialist	$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%