CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	07/12/2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-85	
AGENDA TITLE	2016 Intersection and Drainage Improvements project Work Authorization for Allgeier, Martin and Associates, Inc. (AMA)	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn – Superintendent of Engineering	
FISCAL INFORMATION	**Cost as recommended:**	NTE $74,740
	Budget Line Item:	520-5-220-868
	Balance Available	$338,281.33
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To approve a Work Authorization for AMA for the 2016 Intersection and Drainage Improvement Project construction engineering.	
BACKGROUND	As part of the City's street improvement plan, we are continuing to focus on improving the overall drainage of City streets by reconstructing intersections and swales. This work authorization agreement will provide construction inspection, contract administration and materials testing for the 2016 Intersection and Drainage Improvement Project. Should the City Commission not award construction of all the add alternates for construction, the construction inspection cost will be reduced accordingly.	
SPECIAL NOTES		
ANALYSIS		

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the work order to Allgeier, Martin and Associates for the inspection of the 2016 Intersection and Drainage project for a not-to-exceed amount of $74,740.00
REFERENCE DOCUMENTS ATTACHED	2016 Intersection Inspection Award to AMA.doc, Construction Inspection Agreement.pdf

RESOLUTION NO. R-16-85

A RESOLUTION TO EXECUTE A WORK AUTHORIZATION AGREEMENT FOR ALLGEIER, MARTIN & ASSOCIATES, FOR THE CONSTRUCTION INSPECTION 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 a work order under the existing on-call service agreement with Allgeier, Martin & Associates for the construction inspection of the 2016 Intersection and Drainage Improvement Project in the not-to-exceed amount of $74,740.00.

ADOPTED THIS 12TH DAY OF JULY 2016.

_____
Craig C. Powell, 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: $74,740

By: _____ Date: May 2, 2016
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: 11 East 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 – Contract Administration and Construction Inspection
Attachment Number 2 – Estimate of Construction Phase 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
Construction Phase

The Engineer will serve as the City's representative for administering the terms of the construction contract between City and their Contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the City with a preconstruction conference to discuss project details with the Contractor.

2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the Contractor's forces. The Engineer will accompany the City on visits of the project site as requested;

3. check shop drawings and review schedules and drawings submitted by the Contractor;

4. reject work not conforming to the project documents;

5. prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed;

6. review wage rates, postings, equal employment opportunity, and other related items called for in the contract documents;

7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis;

8. maintain progress diary and other project records, measure and document quantities, and review monthly estimates for payments due the Contractor;

9. be present during critical construction operations, including, but not limited to, the following:

    a. structure layout;
    b. excavation and backfilling;
    d. checking of reinforcing steel prior to concrete placement;
    e. concrete placement; and
    g. placement of surfacing materials.

10. participate in final inspection, provide the City with copies of project documentation (diaries, test results, certifications, etc.).

11. It is estimated that 4 intersections will be reconstructed as specified in Attachment 2. The construction cost is estimated at $323,000 for a construction duration of 70 Calendar Days.

ATTACHMENT NUMBER 2

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

Construction Phase

	HOURS	RATE	EXTENDED COST
Construction Phase			
Engineer III	44	$170.00	$7,480.00
Construction Inspector III	560	$104.00	$58,240.00
Secretary/Word Processor	10	$69.00	$690.00
Subtotals	**614**		**$66,410.00**
Other Direct Costs			
Travel @ $0.54/Mi.		10,500 miles	$5,670.00
Materials Testing			$2,100.00
Per Diem			$560.00
Subtotals			**$8,330.00**
CONTRACT CEILING FOR CONSTRUCTION PHASE			**$74,740.00**

Individual Project Ceiling Costs		
Intersection	**Per Project**	**Cumulative**
Wilshire and Fairway	$ 18,258.00	$ 18,258.00
2nd and Grant	$ 21,020.00	$ 39,278.00
14th and Atlantic	$ 15,376.00	$ 54,654.00
8th and Washita	$ 20,086.00	$ 74,740.00

ATTACHMENT NUMBER 3

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	$0.54 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%