CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	8/27/2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-70	
AGENDA TITLE	CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES WITH H.W. LOCHNER, INC., FOR FAA PROJECT AIP NO. 3-20-0011-018 FOR DRAINAGE INPROVEMENTS ALONG RUNWAY 17-35.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Scott Massman, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	$54,850.00
	Budget Line Item:	340-5-000-478
	Balance Available	$54,850.00
	New Appropriation Required:	[ ] Yes [x] No

PURPOSE	The proposed project is planned to improve drainage conditions along runway 17-35 the main runway at our airport. 5 Contractors participated in the bidding. The low bidder was TL Enterprises of Pittsburg Kansas. TL Enterprises requested that their bid be excluded as the estimator (who is no longer with them) had no experience with airport and civil work in general. Therefore upon FAA and our engineering consultants advice award is suggested to the next low bidder which is Emery Sapp & Sons, Inc. of Kansas City, MO. Our consultant has worked on many other projects with this contractor all with professional results. Emery Sapp and Sons Inc. bid for this subject project is $242,993.05. FAA projects are based on a 90-10 percent basis resulting in the city's share to be $24,299.31. This project is based on a 90-10 matching fund. The agreement for services as outlined by H.W. Lochner, Inc., lists the scopes of service for the construction engineering (inspection) phase for this project. The cost for these services is a not to exceed sum of $54,850.00. The fees for construction engineering (inspection) are based on a 90-10 matching fund with the FAA. The fee for engineering is included in the project total cost. This project has been needed for safety concerns along the edge of the main runway.
BACKGROUND	
SPECIAL NOTES	The FAA changed the matching fund from 5 percent to 10 percent during this past year.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Based on the excellent credentials of H.W. Lochner, Inc., it is staff's recommendation to award the Construction Engineering contract for this project to H.W. Lochner, Inc., of Kansas City, Missouri, contingent on the Federal Aviation Administration approval.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-13-70

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH H.W. LOCHNER, OF KANSAS CITY, MISSOURI, FOR FAA PROJECT AIP NO. 3-20-0011-018 FOR FEDERAL AVIATION ADMINISTRATION FOR DRAINAGE IMPROVEMENTS ALONG RUNWAY 17-35 AT THE COFFEYVILLE MUNICIPAL AIRPORT.

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 the execution of an Engineering Services Contract with H.W. Lochner, of Kansas City, Missouri, for the total not to exceed sum of $54,850.00, for Construction Engineering (Inspection) services for Federal Aviation Administration Project AIP NO. 3-20-0011-018 for drainage improvements at the Coffeyville Municipal Airport.

ADOPTED THIS 27TH DAY OF AUGUST 2013.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

SUPPLEMENTAL AGREEMENT NO. 1 FOR SERVICES FOR IMPROVEMENTS TO THE COFFEYVILLE MUNICIPAL AIRPORT COFFEYVILLE, KANSAS F.A.A. A.I.P. PROJECT NO. 3-20-0011-018 ORIGINAL AGREEMENT DATED NOVEMBER 27, 2012

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this _____ day of _____, 2013 by and between the City of Coffeyville, Kansas, with offices located at 7th & Walnut, Coffeyville, KS 67337, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 903 East 104th Street, Suite 800, Kansas City, MO 64131-3451, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Coffeyville Municipal Airport:

- Airport Drainage Improvements
- Runway 17 Safety Area Grading
- Repair Runway 17 Edge Drains
- Install Erosion Control Devices at Lights

WHEREAS, the Sponsor now desires to add the Scope of Services, Time Schedule, and Compensation associated with the following items as identified in the Original Agreement.

C. CONSTRUCTION SERVICES

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing field investigations, surveys, geotechnical investigations, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Sponsor with bidding and administrative services. The Sponsor now desires to add to this Agreement the additional services for providing construction administration, materials testing, observation, and project closeout services for the proposed Project upon the award of the Construction Contract.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES

Replace the entire contents of Item C. of the Original Agreement with the following:

C. CONSTRUCTION SERVICES

1. Preliminary

   a. Develop Construction Observation Plan for submittal to the Sponsor.

   b. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.

   c. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.

2. Provide on-site construction observation, materials testing and observation management.

   a. Provide construction observation services, including preparation of daily reports, weekly reports, material test results and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full time observation of the Project.

   b. Review shop drawings and material certification submittals from the Contractor.

   c. Provide observation and testing of construction materials.

   d. Prepare Contractor's progress estimates, Sponsor's request for reimbursement of funds, and FAA quarterly reports.

   e. Prepare change orders and supplements necessary for construction of the Project.

   f. Attend and conduct a final review of the Project with the Sponsor and the FAA.

3. Project Closeout Phase

   a. Prepare and submit to the Sponsor one (1) set of black line prints of the record drawings. The Sponsor will be provided with electronic data of the record drawings upon request.

   b. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.

   c. Update Airport Layout Plan Drawings to reflect geometric improvements.

ARTICLE II
SPONSOR'S RESPONSIBILITIES

No Change from Original Agreement.

ARTICLE III
TIME SCHEDULE

Change Item C. **CONSTRUCTION SERVICES** of the Original Agreement to read as follows:

The performance of this Supplemental Agreement is contingent and valid only on the receipt by the Sponsor of a grant from the Federal Aviation Administration for the Project. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

C. CONSTRUCTION SERVICES

1. through 2. Construction Services ..... As Required for 45 Calendar Day Construction Project

3. Project Closeout Phase ..... 90 Calendar Days After Final Inspection

ARTICLE IV
COMPENSATION

Delete the entire contents of Article IV, Compensation, from Original Agreement, and replace with the following:

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Services - Original Agreement ..... $4,500.00 Lump Sum
2. Design Services
   Original Agreement ..... $24,500.00 Lump Sum
3. Bidding Services
   Original Agreement ..... $3,900.00 Lump Sum
   Subtotal Basic Services ..... $32,900.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance – Original Agreement ..... $3,800.00 Lump Sum
2. Field Survey – Design
   Original Agreement ..... $6,350.00 Lump Sum
3. Land Disturbance Permit / SWPPP – Original Agreement ..... $2,800.00 Lump Sum
   Subtotal Special Services ..... $12,950.00 Lump Sum
   Total Basic and Special Services ..... $45,850.00 Lump Sum

C. CONSTRUCTION SERVICES

1.&2. Construction Services

Supplemental Agreement No. 1 ..... $48,500.00 N-T-E

3. Project Closeout Phase

Supplemental Agreement No. 1 ..... $6,350.00 Lump Sum

Subtotal Construction Services..... $54,850.00

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Basic Services, Item B. Special Services, and Item C. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item C. 1. through 2., Construction Services, shall be $5,453.65, and the total payment to the Consultant shall not exceed $48,500.00.

If the Contractor exceeds a construction contract period of **45** calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Supplemental Agreement.

The Consultant will use an independent laboratory for all pavement materials acceptance testing. The Consultant will provide a Nuclear Moisture/Density Gauge (Troxler) for the testing of subgrade soils and base course materials. A daily charge of $60.00 per day will be charged for the Troxler for each day that it is required on the Project. The charge for the Troxler does not include the cost of testing personnel.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

For engineering services applicable to Item C., Parts 1 and 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.7578) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

ARTICLE V
MANDATORY FEDERAL CONTRACT PROVISIONS

No Change from Original Agreement.

ARTICLE VI
MISCELLANEOUS PROVISIONS

No Change from Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers on the day and year first above-written. This Supplemental Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Original Agreement dated November 27, 2012 shall remain in effect.

SPONSOR:

ATTEST:

CITY OF COFFEYVILLE, KANSAS

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT:

ATTEST:

H.W. LOCHNER, INC.

By: _____
Chris Flageolle, P.E.

By: _____
Steven D. Harris, P.E.

Title: Project Manager

Title: Vice-President -Director of Aviation

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION OBSERVATION SERVICES

RUNWAY 17 SAFETY AREA GRADING

FAA PROJECT NO. A.I.P. 3-20-0011-018
COFFEYVILLE MUNICIPAL AIRPORT
COFFEYVILLE, KANSAS

45 CALENDAR DAYS CONSTRUCTION CONTRACT

July 11, 2013

1. DIRECT SALARY COSTS

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	4	$65.00	$ 260.00
Project Manager	50	$45.00	$ 2,250.00
Construction Observer	338	$27.00	$ 9,126.00
Design Engineer I	35	$30.00	$ 1,050.00
Airport Planner	0	$30.00	$ -
Administrative Assistant	14	$20.00	$ 280.00

Total Direct Salary Costs= **$ 12,966.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 175.78% **$ 22,791.63**

3. MATERIAL TESTING

a. Troxler Testing 10 days @ $60.00/day = **$ 600.00**

4. SUBTOTAL OF ITEMS 1 ,2 AND 3 **$ 36,357.63**

5. PROFIT @ 15% **$ 5,453.65**

6. OUT-OF-POCKET EXPENSES

a. Mileage	4,865	miles @$0.565/mile =	$ 2,748.73
b. Meals	39	days @ $39.00/day =	$ 1,521.00
c. Motel	34	days @ $70.00/day =	$ 2,380.00
d. Materials & Supplies		=	$ 38.99

Total Expenses = **$ 6,688.72**

7. SUBCONTRACT COST

a. N/A **$ -**

8. TOTAL COST (ITEMS 4, 5, 6 AND 7) **$ 48,500.00 Not-To-Exceed**

DERIVATION OF CONSULTANT PROJECT COSTS

PROJECT CLOSEOUT SERVICES

RUNWAY 17 SAFETY AREA GRADING

FAA PROJECT NO. A.I.P. 3-20-0011-018
COFFEYVILLE MUNICIPAL AIRPORT
COFFEYVILLE, KANSAS

July 11, 2013

1. DIRECT SALARY COSTS

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$65.00	$ -
Project Manager	7	$45.00	$ 315.00
Construction Observer	0	$27.00	$ -
Design Engineer I	28	$30.00	$ 840.00
Airport Planner	12	$30.00	$ 360.00
Administrative Assistant	24	$20.00	$ 480.00

Total Direct Salary Costs= **$ 1,995.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 175.78% **$ 3,506.81**

3. SUBTOTAL OF ITEMS 1 AND 2 **$ 5,501.81**

4. PROFIT @ 15% **$ 825.27**

5. OUT-OF-POCKET EXPENSES

a. Mileage	0 miles @$0.565/mile	=	$ -
b. Meals	0 days @ $39.00/day	=	$ -
c. Materials & Supplies		=	$ 22.92

Total Expenses = **$ 22.92**

6. TOTAL COST (ITEMS 3, 4 AND 5) **$ 6,350.00 Lump Sum**