CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**		
MEETING DATE	February 25, 2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-10	
AGENDA TITLE	**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH ALLGEIER, MARTIN AND ASSOCIATES, INC., FOR CONSTRUCTION ENGINEERING SERVICES FOR THE KANSAS DEPARTMENT OF TRANSPORTATION KLINK PROJECT NO. US 166/169-63 U-0134-01, FOR CONCRETE REHABILITATION OF US 166 FROM BUCKEYE TO WALNUT AND HMA SURFACE (NOVACHIP) TREATMENT FROM BUCKEYE STREET TO EAST 8TH STREET.**	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Scott Massman	
FISCAL INFORMATION	Cost as recommended:	Not to exceed $75,125.00
	Budget Line Item:	520-5-220
	Balance Available	$75,125
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Highway maintenance and repair.	

BACKGROUND	Allgeier, Martin and Associates, Inc., completed the design phase of the above-mentioned project. They were awarded the design portion of the project in March 12, 2013 by City Commission approval. Previous approved project recommendation on Highway 166-169. A selection committee reviewed statements of qualifications as submitted by four out of six contacted firms. The findings of the selection committee by percent basis are as follows: 1 AMA 28.810 2 TRANSYSTEMS 24.590 3 PEC 24.530 4 TSE 22.070 By overwhelming recommendation Allgeier, Martin and Associates were selected because of past experience in the project scope and by their excellent credentials. The funding for Klink projects is a 50:50 match up a total of $400,000.00 per year. This project is a two year combined project. Construction Engineering is an eligible match item for projects of this nature. Based on Allgeier, Martin and Associates, Inc., excellent credentials and past performance it is staff's recommendation to award the engineering contract for the above-mentioned project to Allgeier, Martin and Associates, Inc. of Joplin MO. Considering the contractor selected for this project (Bryant and Bryant Construction Inc.) will most likely be finished ahead of schedule resulting in the proposed engineering fee most likely be reduced by about half.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

Item # I-1

STAFF RECOMMENDATION	Authorize Contract with Allgeier, Martin and Associates, Inc., for Construction Engineering for KDOT's KLINK PROJECT NO. US 166/169-63 U-0134-01.
REFERENCE DOCUMENTS ATTACHED	2014-2015 KLINK OVERVIEW (3).pdf

RESOLUTION NO. R-14-10

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT WITH ALLGEIER, MARTIN AND ASSOCIATES FOR PRELIMINARY DESIGN FOR THE KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) KLINK PROJECT NUMBER US 166/169-63 U-0134-01.

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 Allgeier, Martin and Associates for the not to exceed fee upper limit of $75,125.00 for Construction Engineering for the Kansas Department of Transportation 2014-2015 KLINK Project No. US 166/169-63 U-0134-01

ADOPTED THIS 25TH DAY OF FEBRUARY 2014.

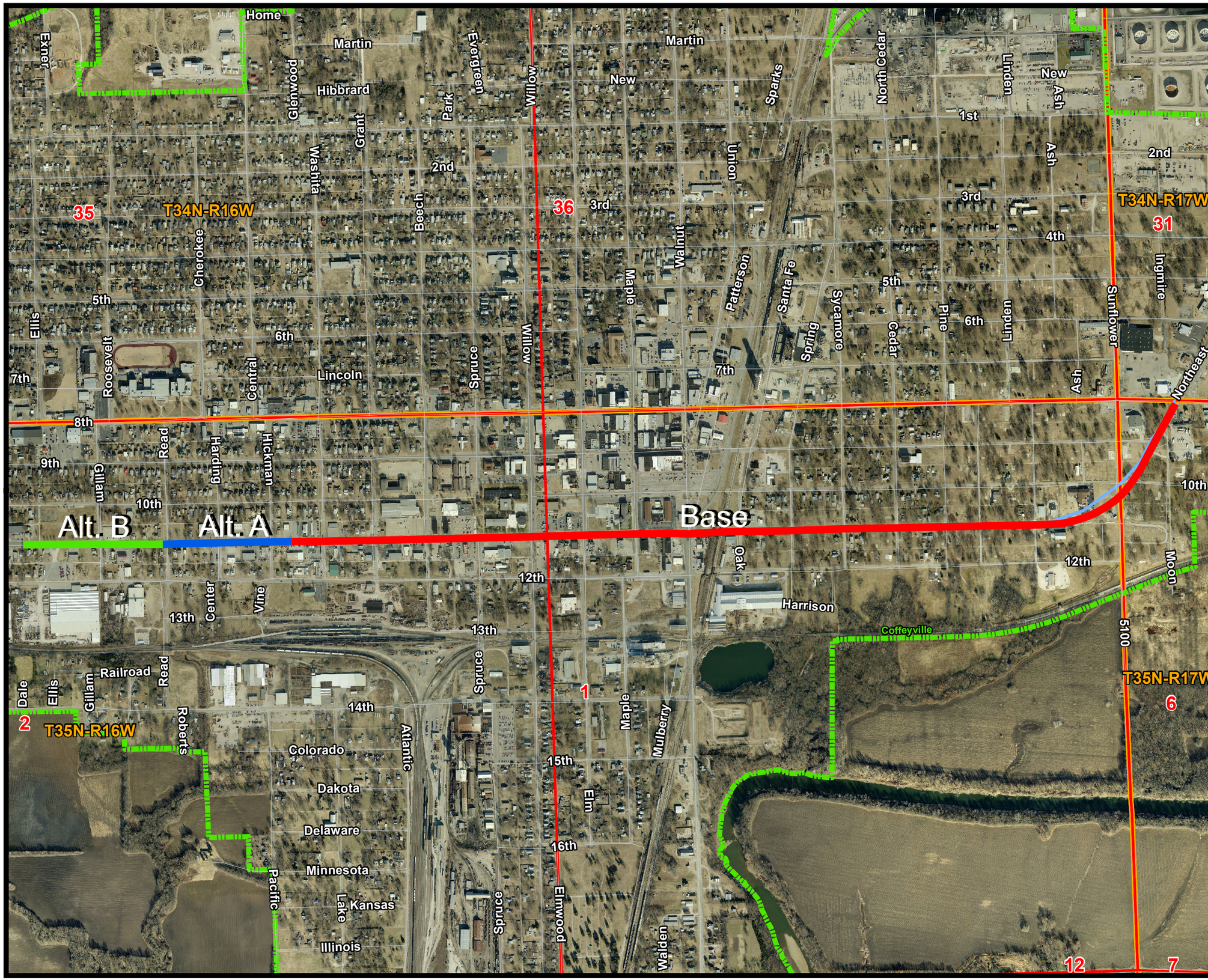
_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney



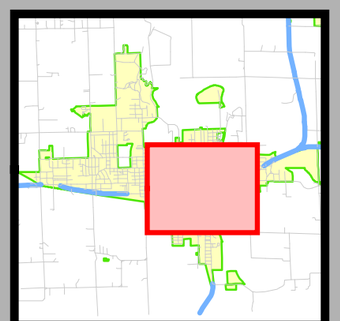
Coffeyville
KANSAS
Engineering Department
102 W 7th
COFFEYVILLE, KS 67337
VOICE: 620-252-6100
FAX: 620-252-6175
www.coffeyville.com

GIS System By: Midland GIS

1 in = 841 ft

KDOT 2014 KLINK

U.S. 166/169-63 U-0134-01



AMENDMENT NO. 2 TO
AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

It is hereby mutually agreed by the parties hereto that the Agreement made as of March 12, 2013 between the City of Coffeyville, Kansas (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation, located in Joplin, Missouri (ENGINEER), is hereby amended as follows:

The Owner intends to overlay, rehabilitate, and replace sections of existing pavement on U.S. 166/169 (a.k.a. Eleventh Street) from Buckeye Street to 8th Street, and the Owner has received approval from KDOT to solicit bids and commence construction for KLINK Project Number U.S. 166/169-63U-0134-01.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree is respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 – BASIC SERVICES OF ENGINEER

Add Section 1.2 and 1.2.1 to read as follows:

1.2 Basic Construction Phase Services

1.2.1 The Engineer shall perform construction phase professional services as hereinafter stated, which include customary civil engineering. Engineer will endeavor to protect the owner against defects and deficiencies in workmanship and materials in work by the Owner's 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 the following:

1. Assist the Owner and attend a preconstruction conference to discuss project details with the Contractor;
2. Provide a site representative to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Engineer will accompany the Owner's representatives on visits of the project site or attend conferences as requested;
3. Review shop drawings, schedules, and drawings submitted by the Contractor;
4. Reject work not conforming to the project documents and so notify the Owner;
5. Prepare change orders for issuance by the Owner and assure that approvals are received prior to work being performed;
6. Inspect material reports, material certifications, concrete and asphalt reports, as required, all submitted by an independent laboratory testing facility subcontracted by the Owner;
7. Maintain progress diary and other project records, measure and document quantities, and review monthly estimates for payments due the Contractor;
8. Be present during critical construction operations, included but not limited to the following:

    a. Initial geometric layout;
    b. Excavation and backfilling;
    c. Installation of paving and drainage features;
    d. Checking of reinforcing steel prior to concrete placement;
    e. Concrete batching, placement, and finishing;
    f. Placement of surfacing materials
    g. Milling and profilographing
    h. Pavement marking

9. Participate in final inspection, provide the Owner with copies of project documentation and provide record drawings for the Owner's records.

SECTION 4 – PERIOD OF SERVICE

Section 4.4 shall be added as follows:

4.4 Construction Phase-will start upon execution of this agreement and will continue until submission of final invoices to KDOT. Project is anticipated to be completed within 4 months of issuance of Notice to Proceed date to the Contractor. If project is not completed within 4 months, additional compensation may be required.

SECTION 5 – PAYMENTS TO ENGINEER

Sections 5.1 and 5.1.1 and 5.1.2 shall be amended as follows:

5.1 Methods of Payment for Services and Expenses of ENGINEER

For each element of the Engineering services set forth in the following paragraphs, Owner shall pay ENGINEER for time expended and reimbursable expenses at the labor rates and non-labor rates shown in Exhibit "A" for Construction Phase Services, with a maximum payment for said services as listed in the appropriate paragraph.

5.1.1 For Basic Construction Phase Services. For ENGINEER's services described in paragraph 1.2 of this Agreement, the maximum payment shall be $75,125.00.

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".

SECTION 7 – SPECIAL PROVISIONS, EXHIBITS

Section 7.1 shall be amended as follows:

7.1 The following exhibits are attached to and made a part of this Agreement: Exhibit "A" – Rate Schedule, consisting of one page; Exhibit "B" – Estimate of Costs, Construction Phase, consisting of one page.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in duplicate on the respective dates indicated below.

EXECUTED BY OWNER:	EXECUTED BY ENGINEER:
By_____	By Michael Atkinson
Type Name: David George	Type Name: Michael R. Atkinson, P.E.
Title Mayor	Title Vice President
Date_____	Date: 2-13-2014

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

EXHIBIT "A"
RATE SCHEDULE
2014

LABOR RATES

Position	Hourly Billing Rate 01/01/2014 thru 12/31/2014
Principal/Engineer IV	175
Principal/Engineer III	160
Project Manager/Engineer II	140
Project Manager/Engineer I	125
Designer/Technician III	96
Designer/Technician II	84
Designer/Technician I	78
Two-Man GPS Survey Crew	165
One-Man GPS Survey Crew	125
Three-Man Survey Crew	180
Two-Man Survey Crew	140
Registered Land Surveyor II	150
Registered Land Surveyor I	130
Survey Party Chief	78
Survey Crew Member	63
Right of Way Specialist	100
Construction Inspector III	96
Construction Inspector II	84
Construction Inspector I	78
Secretary/Assistant	63
Print Specialist	63

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
FOR COFFEYVILLE, KANSAS
KLINK PROJECT U.S. 166/169-63U-0134-01
FISCAL YEAR 2014

CONSTRUCTION PHASE

	HOURS	RATE	EXTENDED COST
Construction Inspection and Aministration			
Engineer III	120	$160.00	$19,200.00
Inspector II	540	$84.00	$45,360.00
Secretary/Word Processor	20	$63.00	$1,260.00
Subtotals	**680**		**$65,820.00**
Other Direct Costs			
Travel @ $0.56/Mi.		9900 miles	$5,445.00
Per Diem			$360.00
Materials Testing			$3,500.00
Subtotals			**$9,305.00**
CONTRACT CEILING FOR CONSTRUCTION PHASE			**$75,125.00**