

STAFF REPORT

DATE: February 13, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Elk Creek 3rd Engineering Services

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA's and neighborhoods. Citizens working with each other.

Current Situation:

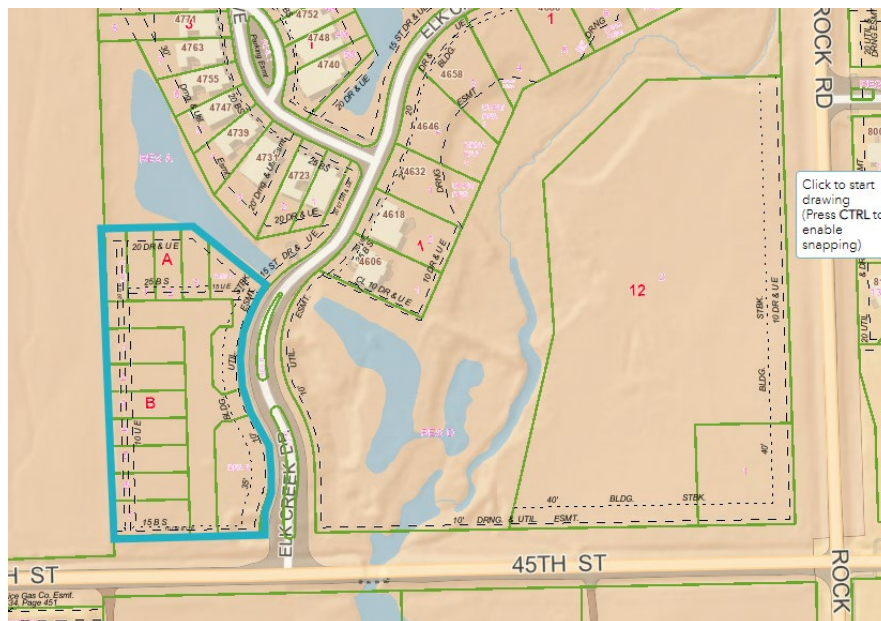
The Developer is ready to initiate the engineering design on Elk Creek 3rd.

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

The Developer has asked KE Miller to prepare an agreement for Engineering Design services for their development.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the Agreements for Professional Services from KE Miller in the amount of \$4,300.00 for the water distribution system design and construction staking, \$7,200.00 for the sanitary sewer collection system design and construction staking and \$23,800.00 for the street and storm sewer design and construction staking.

**CONTRACT
FOR
DESIGN ENGINEERING SERVICES
AND
CONSTRUCTION ENGINEERING SERVICES
BETWEEN
THE
CITY OF BEL AIRE, KANSAS
AND
K.E. MILLER ENGINEERING, P.A.
WICHITA, KANSAS**

THIS AGREEMENT MADE AND ENTERED INTO THIS __DAY OF _____, by and between the City of Bel Aire, Kansas, party of the First Part, hereinafter called the Owner, and K.E. Miller Engineering, P.A., party of the Second Part, hereinafter called the Engineer.

WITNESSETH, Whereas the Owner deems it advisable to construct the following improvements to water distribution system, hereinafter called the Project:

The construction of a water distribution system to serve Lots 1-3, Block A, Lots 1-7, Block B, Elk Creek 3rd Addition, located in the Southeast Quarter of Section 19, Township 26 South, Range 2 East of the 6th principle meridian, Bel Aire, Sedgwick County, Kansas.

ARTICLE I-SCOPE OF ENGINEERING SERVICES

1. 1 The Engineer does hereby agree to provide the following Engineering Services in the Design Phase in connection with the project:

- a. Provide all the necessary design Survey for the project.
- b. Prepare Preliminary and Final Design drawings and contract documents and specifications for the project in accordance with all Federal, State, and local regulations and laws.
- c. Prepare Engineers Cost Estimate.
- d. Provide Owner with all easement and right-of-way descriptions.

1.2 The Engineer does hereby agree to provide the following Engineering Services in the Bidding Phase in connection with the project:

- a. Assist Owner in preparation of Advertisement of bids, respond to contractor questions and issue addendums, conduct the public bid opening, and tabulate the bids.

1.3 The Engineer does hereby agree to provide the following Engineering Services in the Construction Phase in connection with the project:

- a. Provide construction staking of the waterline one time.

1.4 In undertaking and accomplishing the work, the Engineer will provide the services of all professional and technical personnel required for the performance of the work described in Article 1. The Engineer will provide the Owner (2) copies of the Preliminary drawing and two (2) copies of the Final contract documents and one (1) set of as built plans. As built plans can be submitted on either computer disks compatible with AUTOCAD 2000 or 11"x17" drawings. Engineer will provide copies of all bidding documents for contractor's bid. Engineer may charge non-refundable deposits to contractors.

1.5 The Engineer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The engineer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended in whole or in part by the City of Bel Aire.

ARTICLE II-PROVIDED BY OWNER

2.1 In order to assist the Engineer in the provisions of providing Engineering Services to the Owner, the Owner will provide:

- a. The name of a representative to whom the Engineer will report and from whom the Engineer will receive review comments, instructions, directions and authorizations.
- b. Such legal and accounting consulting services, if any, which may be necessary to complete the project.
- c. Any and all existing data concerning the project which may be available.

ARTICLE III- TIME OF PERFORMANCE

3.1 The Engineer will commence work immediately upon approval of this agreement by the Owner and complete the project with the time periods given below:

- a. Preliminary Contract Documents within thirty (30) calendar days. Additional days may be granted for bad weather conditions, or situations beyond the Engineers control.
- b. Final Contract Documents within Thirty (30) calendar days from the date of receipt of the Owner's review comments on the Preliminary Contract Documents.

ARTICLE IV-FEES AND PAYMENTS

4.1 The Owner will compensate the Engineer for the provisions of services outlined in Article I above for the following amounts:

- a. Design Phase- Three Thousand Three Hundred Dollars (\$3,300.00), Lump Sum.
- b. Construction Phase- One Thousand Dollars (\$ 1,000.00) for Construction Staking one time.

4.2 Payment shall be made monthly upon submission of a proper invoice derived as described above in Article III. All invoices will be paid within thirty (30) calendar days.

ARTICLE V-ADDITIONAL SERVICES

5.1 If additional services beyond those described in Article I are required and agreed to by the Owner, both the Engineer and Owner prior to the Engineer proceeding with the additional services will mutually determine an equitable adjustment in fee and time of performance.

ARTICLE VI-LIMITATION OF LIABILITY

6.1 The Engineer will provide proof of coverage to the Owner of being insured at least to an amount of Five Hundred Thousand Dollars (\$500,000) for negligent acts errors or omissions in providing Engineering Services described in Article I above. The Engineer will provide a certificate of insurance to the Owner showing proof of aggregate general liability in an amount up to Five Hundred Thousand Dollars (\$500,000), and workmen compensation insurance for all personnel assigned to the project.

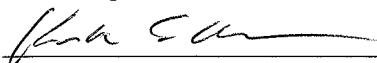
IN WITNESSETH WHEREOF, the parties here to have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

THE CITY OF BEL AIRE, KANSAS
(Owner)

By: _____
Jim Benage, Mayor
Attest:

By: _____
Melissa Krehbiel, City Clerk

K.E. MILLER ENGINEERING, P.A.
(Engineer)

By:  _____
Kirk Miller, P.E., President

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CITY OF BEL AIRE, KANSAS
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K.E. MILLER ENGINEERING, P.A.
WICHITA, KANSAS**

THIS AGREEMENT MADE AND ENTERED INTO THIS ____ DAY OF _____, by and between the City of Bel Aire, Kansas, party of the First Part, hereinafter called the Owner, and K.E. Miller Engineering, P.A., party of the Second Part, hereinafter called the Engineer.

WITNESSETH, Whereas the Owner deems it advisable to construct the following improvements to water distribution system, hereinafter called the Project:

The construction of a sanitary sewer collection system to serve Lots 1-3, Block A, Lots 1-7, Block B, Elk Creek 3rd Addition, located in the Southeast Quarter of Section 19, Township 26 South, Range 2 East of the 6th principle meridian, Bel Aire, Sedgwick County, Kansas.

ARTICLE I-SCOPE OF ENGINEERING SERVICES

1. 1 The Engineer does hereby agree to provide the following Engineering Services in the Design Phase in connection with the project:

- a. Provide all the necessary design Survey for the project.
- b. Prepare Preliminary and Final Design drawings and contract documents and specifications for the project in accordance with all Federal, State, and local regulations and laws.
- c. Prepare Engineers Cost Estimate.
- d. Provide Owner with all easement and right-of-way descriptions.

1.2 The Engineer does hereby agree to provide the following Engineering Services in the Bidding Phase in connection with the project:

- a. Assist Owner in preparation of Advertisement of bids, respond to contractor questions and issue addendums, conduct the public bid opening, and tabulate the bids.

1.3 The Engineer does hereby agree to provide the following Engineering Services in the Construction Phase in connection with the project:

- a. Provide construction staking of the sanitary sewer line one time.

1.4 In undertaking and accomplishing the work, the Engineer will provide the services of all professional and technical personnel required for the performance of the work described in Article 1. The Engineer will provide the Owner (2) copies of the Preliminary drawing and two (2) copies of the Final contract documents and one (1) set of as built plans. As built plans can be submitted on either computer disks compatible with AUTOCAD 2000 or 11"x17" drawings. Engineer will provide copies of all bidding documents for contractor's bid. Engineer may charge non-refundable deposits to contractors.

1.5 The Engineer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The engineer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended in whole or in part by the City of Bel Aire.

ARTICLE II-PROVIDED BY OWNER

2.1 In order to assist the Engineer in the provisions of providing Engineering Services to the Owner, the Owner will provide:

- a. The name of a representative to whom the Engineer will report and from whom the Engineer will receive review comments, instructions, directions and authorizations.
- b. Such legal and accounting consulting services, if any, which may be necessary to complete the project.
- c. Any and all existing data concerning the project which may be available.

ARTICLE III- TIME OF PERFORMANCE

3.1 The Engineer will commence work immediately upon approval of this agreement by the Owner and complete the project with the time periods given below:

- a. Preliminary Contract Documents within thirty (30) calendar days. Additional days may be granted for bad weather conditions, or situations beyond the Engineers control.
- b. Final Contract Documents within Thirty (30) calendar days from the date of receipt of the Owner's review comments on the Preliminary Contract Documents.

ARTICLE IV-FEES AND PAYMENTS

4.1 The Owner will compensate the Engineer for the provisions of services outlined in Article I above for the following amounts:

- a. Design Phase- Five Thousand Five Hundred Dollars (\$5,500.00), Lump Sum.
- b. Construction Phase- One Thousand Seven Hundred Dollars (\$ 1,700.00) for Construction Staking one time.

4.2 Payment shall be made monthly upon submission of a proper invoice derived as described above in Article III. All invoices will be paid within thirty (30) calendar days.

ARTICLE V-ADDITIONAL SERVICES

5.1 If additional services beyond those described in Article I are required and agreed to by the Owner, both the Engineer and Owner prior to the Engineer proceeding with the additional services will mutually determine an equitable adjustment in fee and time of performance.

ARTICLE VI-LIMITATION OF LIABILITY

6.1 The Engineer will provide proof of coverage to the Owner of being insured at least to an amount of Five Hundred Thousand Dollars (\$500,000) for negligent acts errors or omissions in providing Engineering Services described in Article I above. The Engineer will provide a certificate of insurance to the Owner showing proof of aggregate general liability in an amount up to Five Hundred Thousand Dollars (\$500,000), and workmen compensation insurance for all personnel assigned to the project.


IN WITNESSETH WHEREOF, the parties here to have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

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(Owner)

By: _____
Jim Benage, Mayor
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- a. Assist Owner in preparation of Advertisement of bids, respond to contractor questions and issue addendums, conduct the public bid opening, and tabulate the bids.

1.3 The Engineer does hereby agree to provide the following Engineering Services in the Construction Phase in connection with the project:

- a. Provide construction staking of the paving and drainage one time.

1.4 In undertaking and accomplishing the work, the Engineer will provide the services of all professional and technical personnel required for the performance of the work described in Article 1. The Engineer will provide the Owner (2) copies of the Preliminary drawing and two (2) copies of the Final contract documents and one (1) set of as built plans. As built plans can be submitted on either computer disks compatible with AUTOCAD 2000 or 11"x17" drawings. Engineer will provide copies of all bidding documents for contractor's bid. Engineer may charge non-refundable deposits to contractors.

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ARTICLE IV-FEES AND PAYMENTS

4.1 The Owner will compensate the Engineer for the provisions of services outlined in Article I above for the following amounts:

a. Design Phase- Eighteen Thousand Eight Hundred Dollars (\$18,800.00), Lump Sum.

b. Construction Phase- Five Thousand Dollars (\$ 5,000.00) for Construction Staking one time.

4.2 Payment shall be made monthly upon submission of a proper invoice derived as described above in Article III. All invoices will be paid within thirty (30) calendar days.

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