



STAFF REPORT

DATE: November 12, 2024
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Bel Aire Lakes Construction Observation 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 construction of the water and sanitary sewer utilities in Bel Aire Lakes.

Goals:

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

Discussion:

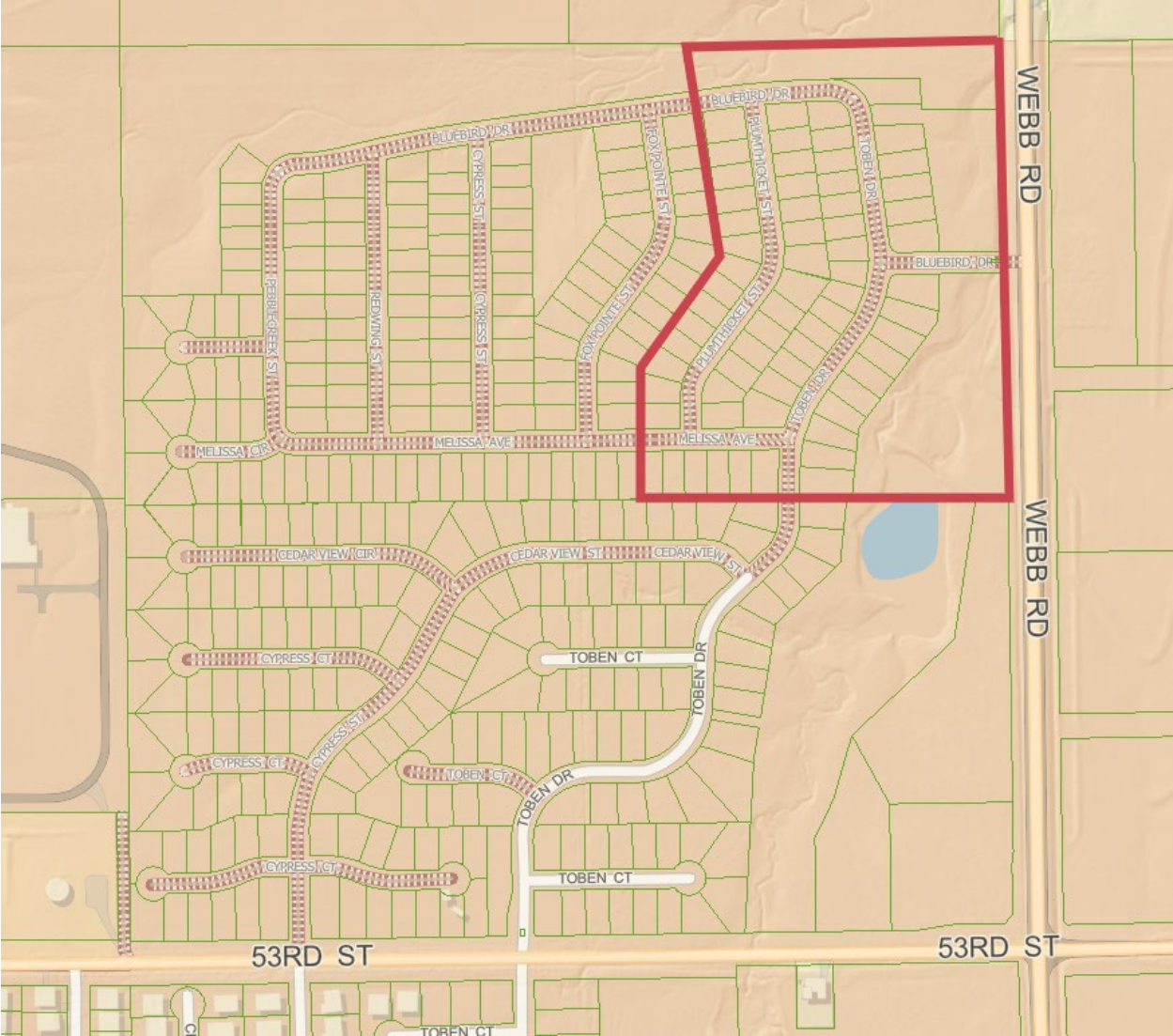
The Developer is ready to begin construction on the public improvements for Bel Aire Lakes. Since City Staff do not have time to provide construction observation services, staff have asked PEC to provide a fee for construction observation and construction engineering/administration services. The construction observation services for the water and sanitary sewer improvements will be provided on a part-time basis. The construction staking and testing will be provided by the Contractor.

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 Agreement with PEC for Construction Observation services for \$43,400.00.



WORK ORDER NO. 24-12

This Work Order No. 24-12 is made as of this 8th day of November, 2024, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 8, 2024 (the “Master Services Agreement” between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

SECTION A – SERVICES

A.1 PEC shall perform the following services (collectively, the “Services”):

- See attached Exhibit A item C “Scope of Services”.

A.2 SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

- See attached Exhibit A item B “anticipated Project Schedule”

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC a standard hourly estimated fee of \$43,400.00 plus reimbursable expenses. Payable according to the following terms:

- See attached Exhibit A item G “PEC’s Fees & Reimbursables Expenses”

CITY OF BEL AIRE, KANSAS

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

A. Project Description

1. The Project shall consist of Construction Administration and part time Construction Inspection services for the Bel Aire Lakes Subdivision Phase 1 water and sanitary sewer Construction in Bel Aire, Kansas.

B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
3. Construction duration is anticipated to be 60 Working Days or 12 weeks; PEC anticipates the notice to proceed for construction to be issued approximately January 06, 2025 and for the PROJECT to be complete by March 30, 2025. The inspection services fee will be based on 60 working days / 12 weeks.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
5. CLIENT acknowledges that PEC cannot inspect PROJECT for compliance of specifications and intent of the design for work being installed when resident project representative is not onsite.

C. Scope of Services

1. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Provide project correspondence and consultation with CLIENT.
- b) Attend the preconstruction conference.
- c) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- d) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- e) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- f) Consult with the inspector and Certified Engineering Design, P.A. (CED) regarding interpretations or clarifications of the plans and specifications.
- g) Provide recommendations in accordance with the contract documents on questions regarding the PROJECT.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.

- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

2. Part Time Construction Inspection:

- a) PEC will provide construction inspection services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT on a part time / spot check basis unless a separate agreement for additional services is signed.
- b) Provide a resident project representative (RPR), Senior Construction Inspector, to perform construction inspection and documentation. The RPR will spot check the construction activities to determine general compliance with the intent of the design; and provide a brief weekly summary report noting the spot check inspections completed through the week.

D. Additional Responsibilities of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Attend all PROJECT progress meetings.
- 2. Provide a point of contact for day to day communications.
- 3. PEC resident project representative will utilize office space at the Owner's designated location.
- 4. Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
- 5. Furnish to PEC any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include hazardous conditions and/or history of site contamination, underground utilities, etc.
- 6. Provide right of entry for PEC's personnel in performing site visits and inspections.
- 7. Provide electronic copies of construction plans, construction specifications, and/or Geotechnical Reports if requested and not developed/conducted by PEC.
- 8. Provide information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
- 9. Pay PEC for authorized additional work associated with services not included in this agreement.

E. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Construction Staking and Materials Testing Services.
- 2. Production of record drawings, as-builts, or release of electronic files.
- 3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
- 4. Geotechnical investigations.
- 5. Geographic Information Systems (GIS) data collection and mapping services.

6. Attendance at public meetings beyond those specifically identified in the above scope of services.

F. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Entrance into a permit-required or non-permit required Confined Space.
3. Record Drawings including Red-Line Drawings.
4. Final sizing of thrust blocks.
5. Storm Water Sewer video recording and log.
6. Water Quality and Pressure Testing.
7. Environmental site assessments.
8. Permit and review fees.
9. Environmental assessments/clearances and SWPPP Inspections.
10. Observation of contractor activities other than on a spot check inspection basis between 7:00AM and 6:00PM Monday through Friday.
11. Work on Saturdays, Sundays and City holidays. If the contractor is granted permission to work on these days, staff may be available for inspection services but this work or any work beyond the spot check inspections described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.
12. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

G. PEC's Fees & Reimbursable Expenses

1. **The basis of the Inspection Fee for this work is based on the anticipated construction duration of sixty (60) Working Days / 12 weeks that will be provided for the contractor to reach completion for the PROJECT.** Inspection time will be on a part time / spot check basis and **is anticipated on Monday through Friday for eleven (11) regular hours per week.** There is a small additional scope included for attending any preconstruction meeting/preparation and post construction closeout documentation along with inspection oversight. If more than sixty (60) working days / 12 weeks elapse from the Construction Notice to Proceed to completion of the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates for any additional inspection hours.
2. Though not anticipated, any labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Senior Construction Inspector (including any time worked on Saturdays).
3. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.

4. The fee presented below is an estimate. PEC's Fee for its Scope of Services will be billed **on an hourly basis, plus reimbursable expenses** at the rates established on the current PEC Rate Schedule A.
5. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.
6. **The estimated fee which includes reimbursables for Construction Administration and Construction Inspection Services is \$43,400.00.**

2024 RATE SCHEDULE A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$230
Senior Project Manager	\$210
Project Manager	\$190
Senior Engineer	\$185
Project Engineer	\$160
Senior Landscape Architect.....	\$175
Landscape Architect	\$125
Senior Planner	\$170
Planner.....	\$150
Design Engineer	\$130
Senior Technician.....	\$145
Design Technician.....	\$110
Senior Commissioning Agent.....	\$150
Commissioning Agent	\$125
GIS Specialist	\$145
GIS Analyst	\$115
Project Coordinator.....	\$100
Project Assistant	\$90
Senior Field Project Manager	\$190
Field Project Manager	\$150
Senior Inspector.....	\$155
Inspector	\$120
Senior Field Technician.....	\$100
Field Technician	\$80
Driller	\$105
Land Surveyor	\$135
Party Chief.....	\$115
Survey Technician	\$95
*Premium time for all non-salaried personnel or as noted in the contract 1.5 multiplier	

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment.....	\$50/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage	\$0.70/Mile
ATV.....	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use.....	\$75/Hour
Car Rental and Fuel	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail... ..	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compression Tests of Cylinders.....	\$12/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

**The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.