

## STAFF REPORT

DATE: June 6, 2022  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, City Engineer  
RE: Chapel Landing, Phase 2 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:**

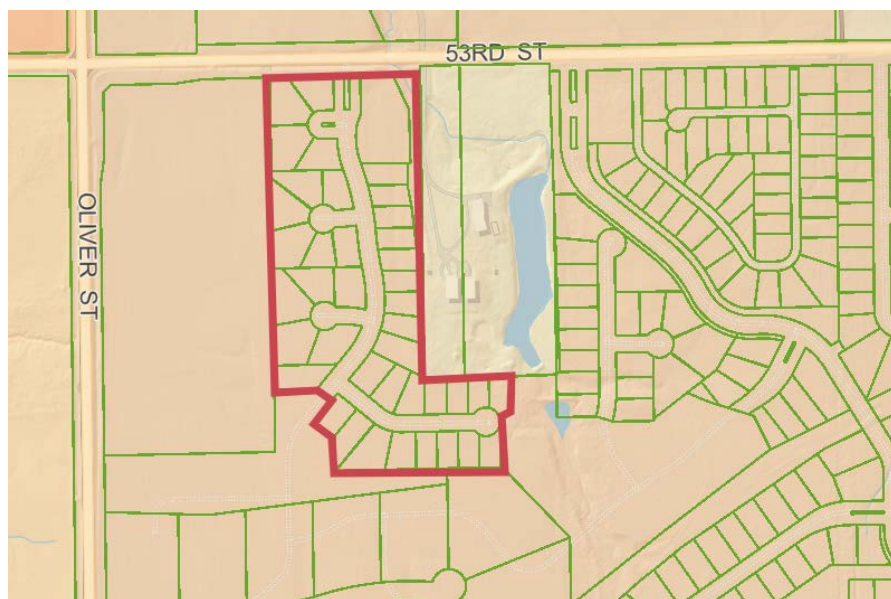
The Developer is ready to initiate the engineering design on the second phase of Chapel Landing.

### **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 Baughman to prepare an agreement for Engineering Design and Construction services for the design and construction observation 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 Agreement for Professional Services from Garver in the amount of \$233,000.

**CONTRACT AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN  
CITY OF BEL AIRE, KANSAS  
AND  
BAUGHMAN COMPANY, P. A.**

THIS IS AN AGREEMENT made as of \_\_\_\_\_ between The City of Bel Aire (OWNER) and Baughman Company, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide PROFESSIONAL ENGINEERING SERVICES as required for the ENGINEERING DESIGN, BID SOLICITATION, and CONSTRUCTION STAKING, INSPECTION & ADMINISTRATION for the WATER DISTRIBUTION SYSTEM, SANITARY SEWER IMPROVEMENTS, PAVING IMPROVEMENTS, and STORM WATER DRAIN IMPROVEMENTS to serve Lots 1 through 16, Block E, and Lots 1 through 24, Block F, Chapel Landing Addition, Phase 2, Bel Aire, Sedgwick County, Kansas.

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

1. ENGINEER shall provide for OWNER professional engineering services in all design phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, including providing professional engineering construction documents, specifications, consultation, and furnishing customary civil engineering services, including bid solicitation, construction inspection and administration in assistance with the City of Bel Aire.
2. After written authorization to proceed, the ENGINEER shall:
  - A. Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
  - B. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
  - C. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved including applicable requirements of governmental authorities having jurisdiction as aforesaid and the alternative solutions available to OWNER.
3. After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:
  - A. Prepare Preliminary Design documents prepared on standard 1/2 scale or PDF consisting of design criteria, preliminary drawings, and written descriptions of the Project in accordance with city specifications.

- B. Furnish copies of the Preliminary Design documents and present and review them with OWNER within 60 days after the notice to proceed is received by the ENGINEER.
- 4. After written authorization to proceed with the Final Design Phase, ENGINEER shall:
  - A. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") Furnish the above documents of the Final Design on 23" x 36" paper or PDF and present and review them in person with OWNER within 30 days after the written authorization to proceed with final plans is received.
  - B. Provide any type of field surveys for design purposes as necessary for the Project.
  - C. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 5. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000.00 subject to a deductible of not more than \$100,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written

notice by the insurance company before such policy is substantially changed or cancelled.

6. ENGINEER shall prepare all supporting construction plans and shall assist the OWNER where necessary in the solicitation phase.
7. ENGINEER shall provide construction inspection and administrative services for the Project in a form which is acceptable to the OWNER and is a timely and reasonable manner as necessary to facilitate the contractor's construction operations including Final As-Builts & Certification to the City for their permanent files.
8. ENGINEER shall also obtain all necessary Local, State, Federal or C.O.E. Permit including prepare and submit all required applications to proceed with the timely process of plan approval.
9. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
  - A. Designate a person to act as OWNER'S Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
  - B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand-debility, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings Specifications.
  - C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
  - D. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
  - E. Assist to furnish approval and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other may be necessary for completion of The Project.
  - F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affect the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any contractor.
10. The provisions of and the various rates of compensation for ENGINEER's services in this Agreement have been agreed to in anticipation of the orderly

and continuous progress of the Project from the design phase through completion of the construction administration and inspection phase.

11. If OWNER has requested significant modifications of changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
12. OWNER shall pay ENGINEER for Basic Engineering Services rendered under paragraph 1 on the basis of the following fees:

<u>Water Distribution System</u>	<u>FEE</u>
Engineering Design (Lump Sum)	\$ 21,800
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 17,800
TOTAL =	\$ 40,800

<u>Sanitary Sewer Improvements</u>	<u>FEE</u>
Engineering Design (Lump Sum)	\$ 33,800
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 24,500
TOTAL =	\$ 59,500

<u>Paving Improvements</u>	<u>FEE</u>
Engineering Design (Lump Sum)	\$ 36,000
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 31,500
TOTAL =	\$ 68,700

<u>Storm Water Drain Improvements</u>	<u>FEE</u>
Engineering Design (Lump Sum)	\$ 34,800
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 28,000
TOTAL =	\$ 64,000

TOTAL ALL PROJECTS                      \$ 233,000

13. In the event of termination by OWNER upon the completion of any phase, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase, ENGINEER will be paid for services rendered based upon the percentage of completion of that phase and the amount established herein as compensation of that phase.
14. The obligation to provide future services under this Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
15. This Agreement shall be governed by the law of the State of Kansas, and the parties agree and stipulate that any action regarding this agreement shall be brought in the District Court of Sedgwick County, Kansas, and no other Court.

16. OWNER and ENGINEER each is hereby bound. The partners, successors, executors, administrators, and legal representatives of ENGINEER are hereby bound to the OWNER, in respect of all covenants, agreements, and other obligations of this Agreement.
17. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services thereunder.
18. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

THE CITY OF BEL AIRE, KANSAS

BAUGHMAN COMPANY P.A.

\_\_\_\_\_  
Jim Benage, Mayor

  
\_\_\_\_\_  
N. Brent Wooten, President

Address for giving notices:

7651 E. Central Park Ave.  
Bel Aire, Kansas 67225

Address for giving notices:

315 Ellis  
Wichita, KS 67211

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST:

  
\_\_\_\_\_  
Michelle L. Miller, Accountant



## Appendix 1

### Engineer's Standard Hourly Rates

---

#### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin and profit.

#### *B. Schedule of Hourly Rates:*

1. Hourly Rates for services performed on or after the Effective Date are:

Company Officer	\$ 200.00 / Hour
Project Manager / Engineer	\$ 155.00 / Hour
Design Engineer	\$ 120.00 / Hour
Design CAD Technician	\$ 85.00 / Hour
Construction Inspector	\$ 110.00 / Hour
Soil / AC Testing Technician	\$ 50.00 / Hour
Soil Testing Engineer	\$ 145.00 / Hour
Soil Lab Test	\$ 150.00 / Test
GSI Project Setup	\$ 750.00 / Each
GSI Project Management	\$ 100.00 / Each
Testing Trip Mileage	\$ .60 / Mile



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Bel Aire, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Bel Aire, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or

subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.