

**RESOLUTION NO. 2015-25**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MCAFEE HENDERSON SOLUTIONS REGARDING ENGINEERING SERVICES FOR STORM AND SANITARY SEWER FOR THE DRAINAGE CORRIDOR FROM 155TH STREET TO PARALLEL STREET**

WHEREAS, McAfee Henderson Solutions and the City of Basehor wish to enter into an agreement for engineering services related to storm and sanitary sewer for the drainage corridor from 155<sup>th</sup> Street to Parallel Street..

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:**

**Section 1.** That the Governing Body approves and hereby authorizes the City Administrator to execute the agreement for engineering services for storm and sanitary sewer for the drainage corridor from 155<sup>th</sup> Street to Parallel Street, attached as Exhibit A.

**Section 2.** That this resolution shall become effective upon passage.

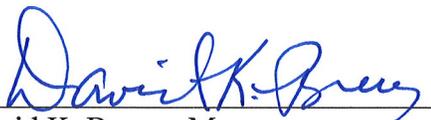
**ADOPTED** by the Governing Body this 21<sup>st</sup> day of December, 2015.

**SIGNED** by the Mayor this 21<sup>st</sup> day of December, 2015.

SEAL

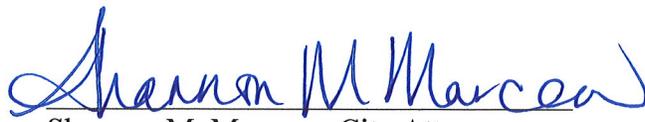


ATTEST:

  
David K. Breuer, Mayor

  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

  
Shannon M. Marcano, City Attorney

**EXHIBIT A**

Agreement with McAfee Henderson Solutions



October 21, 2015

Mr. Gene Myracle, Director  
City of Basehor Public Works  
2620 N. 155<sup>th</sup> Street  
Basehor, KS 66007

**RE: Letter of Agreement for Land Survey & Civil Engineering Services  
Storm Sewer and Sanitary Construction Drawings for  
Drainage Corridor – 155<sup>th</sup> Street to Parallel Street  
Basehor, Kansas**

**1. SCOPE OF WORK**

McAfee Henderson Solutions, Inc. (MHS) shall provide construction documents for the three storm structures and channel improvements along the drainage corridor from 155<sup>th</sup> Street (between Landauer and Chestnut Streets) to Parallel Street. The total length of corridor is approximately 1,700 linear feet. Improvement plans are anticipated to include open channel design, three (3) reinforced concrete drainage road structures, and relocation of 600 LF of sanitary sewer main. The following information identifies our understanding of the project and the intended deliveries. Scope of services is detailed below:

**Land Surveying Services**

- a. Provide field surveys in accordance with State of Kansas and Leavenworth County minimum standards in establishing the property lines of the 19 parcels within the project area. Locate and reference nearest corner monuments to each end of the project in establishing section lines and right of way through the project. Leavenworth County Control Network State Plane Coordinates (NAD 83) will be utilized.
- b. Provide an approximate 1,700 linear feet detailed topographic corridor survey for the project collecting terrain data, site planimetric features, and utilities within project limits. Corridor width shall be approximately 150-ft between rear/side faces of residential structures. Additional topographic data will be collected along the Landauer Street right from address 15415 to 15321.
- c. Localized project control shall contain a minimum of four (4) project benchmarks and four (4) recoverable control points outside the anticipated construction limits.
- d. Obtain Ownership and Encumbrance (O&E) reports from a qualified Title Company at project inception and refresh the O&E documents prior to right of way acquisition. Twenty (20) O&E reports are anticipated for this project.
- e. Prepare twenty (20) legal descriptions and exhibits sealed by a registered land surveyor for each parcel requiring temporary construction easements within the project limits.

- f. Prepare twelve (12) legal descriptions and exhibits sealed by a registered land surveyor for each parcel requiring permanent easements within the project limits for drainage structures and sanitary relocation.
- g. Provide staking of all easements required for the project construction with a 40d nail and lathe with flagging.

Engineering Services

- h. Conduct meetings with the CITY for the Project Kick-Off, 30% Concept Design Stage, Field Check, Utility Coordination, Office Check and Final Plans.
- i. Perform hydrologic and hydraulic calculations for the proposed conditions of all affected drainage areas in the 2, 10, 25, and 100 year storm events. Incorporate drainage table and map into the construction documents.
- j. Assist CITY in conducting one public information meeting for the surrounding property owners and public interested in the project improvements.
- k. Prepare construction drawings in accordance with City of Basehor Standards and conduct field check with CITY staff. Plans to include the following:
  - i. Existing rights of ways and easements.
  - ii. Proposed drainage channel grading.
  - iii. Horizontal and vertical layout of storm sewer improvements.
  - iv. Horizontal and vertical layout of sanitary sewer main and service line relocations.
  - v. Construction limits and cross sections.
  - vi. Details of construction improvements.
  - vii. Engineering estimate of probable cost of construction
- l. Coordinate utility companies having facilities that require adjustment and/or relocation within the project limits. Grading and storm structures shall be designed to minimize impacts to utilities. Relocation plans shall be provided by the utility owner.
- m. Prepare Office Check plans incorporating any modifications from field check meeting. Plans shall include all necessary details required for bidding.
- n. Prepare Final Plans and all required details and special provisions for technical specifications not covered by City of Basehor or the Kansas State Road and Bridge Specifications to be used in the bidding documents.
- o. Submit documentation for permit determination with the Army Corp of Engineers, Division of Water Resources, and KDHE.
- p. Provide bid phase services which shall include preparation of project manual and specifications for the project. MHS will distribute notice of project to area contractors and plan houses for plans to be purchased for bidding. MHS will conduct a non-mandatory pre-bid meeting for interested contractors and attend public bid opening at the City of Basehor. MHS will make recommendations to the City on acceptance of lowest qualified contractor bid.

- q. Construction engineering services will be an addendum to this contract based on the number of working days set forth by the contract documents. Once construction time length is established, MHS will submit a fee proposal for performing these services.

## 2. PROJECT DELIVERABLES

The ENGINEER will deliver the following items the CITY. All preliminary and utility plan sets shall be half size (12" x 18").

- a. Two (2) sets of Field Check Plans
- b. One (1) set of Final Plans without structural details for each utility
- c. Two (2) sets of plans without structural details for right-of-way acquisition
- d. Two (2) copies of easement exhibits with legal descriptions
- e. Copy of title work
- f. Three (3) complete sets of Final Plans
- g. Electronic PDF of each plan sheet

## 3. COMPENSATION FOR PROFESSIONAL SERVICES

**Not To Exceed Fees:** The ENGINEER will provide professional services for this project in accordance with the Scope of Work, Basic Scope of Services, Project Deliverables and Terms and Conditions of Agreement listed herein on an hourly rate plus expenses for the following not to exceed fees.

### Land Surveying Services

Boundary and Topography (items a thru d)	10,725.00
Legal Descriptions & Exhibits (items e and f)	5,460.00
Easement Staking (item g)	3,005.00

### Engineering Services

Field Check Construction Drawings (items h thru l)	21,750.00
Final Construction Drawings and Permits (items m thru o)	16,400.00
Bid Phase Services	2,920.00
<b>Subtotal Survey and Engineering Services</b>	<b>\$59,810.00</b>

### Reimbursable Expenses

Title Commitment Reports - 20 Parcels	\$4,500.00
Mileage, Postage, and Courier Services	\$310.00
KDHE and DWR Permits	\$565.00
Printing	\$403.20
<b>Subtotal Reimbursable Expenses</b>	<b>\$5,778.20</b>

**Total Project Fee: \$65,588.20**

Construction Observation Services Fee TBD

**4. GENERAL PROVISIONS**

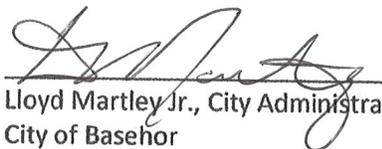
Services performed by MHS under this Agreement will be conducted in a manner consistent with level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement. To the fullest extent permitted by law, MHS shall not in any event, be liable to the Client for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation. MHS' total liability to the Client for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services shall not exceed the total compensation received by MHS under this Agreement or the limits of any professional liability insurance maintained by MHS, whichever is less. This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

The proposal outlined in this Letter is valid for sixty (60) days.

This proposal represents the entire agreement between the Client and McAfee Henderson Solutions and supersedes all prior negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Client and McAfee Henderson Solutions. If this agreement is acceptable, please sign and return one copy to serve as notice to proceed. We look forward to working with you on the successful completion of this project.

  
\_\_\_\_\_  
Matt Heneerson, Principal  
MCAfee HENDERSON SOLUTIONS, INC.

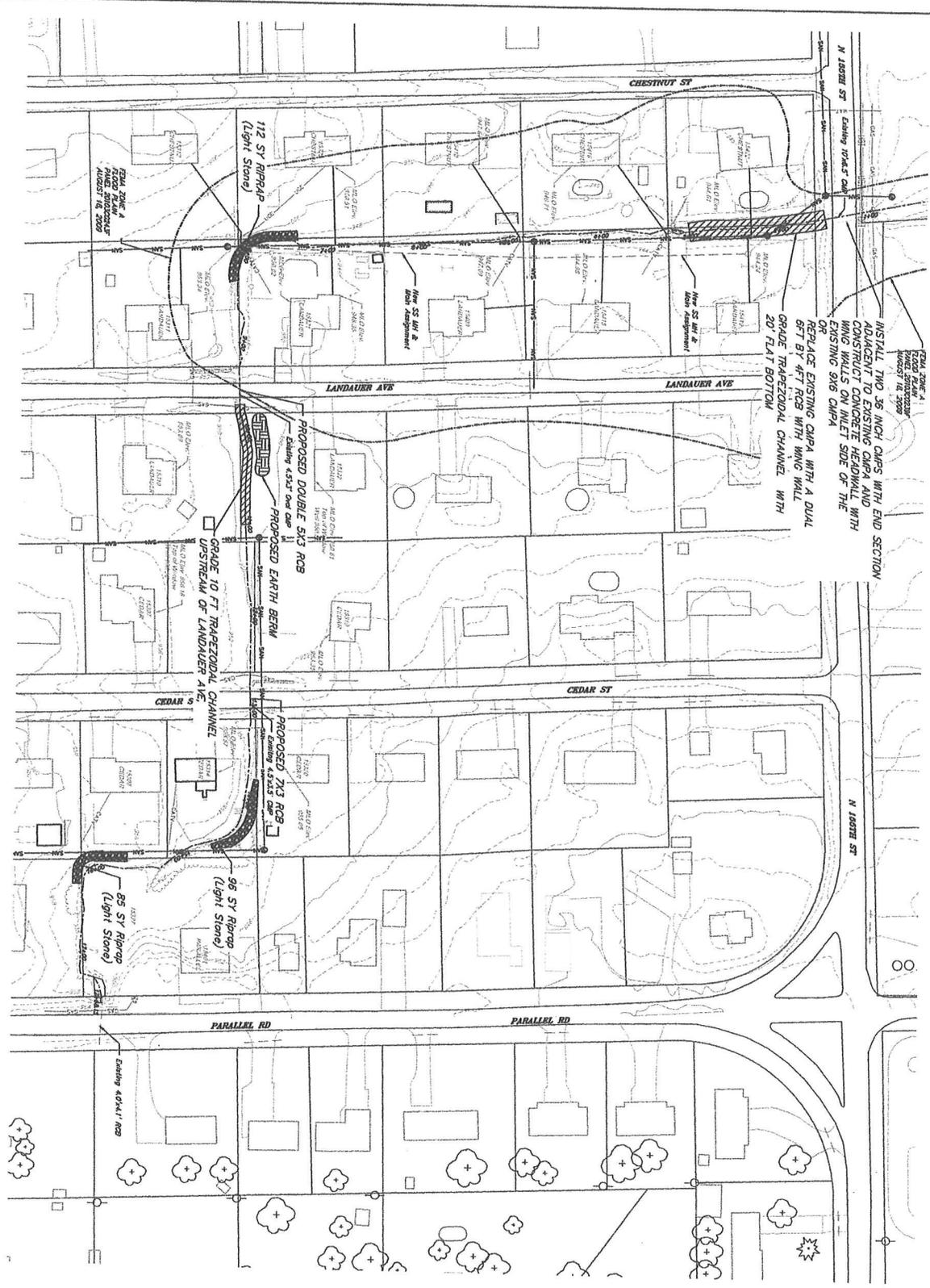
11-30-15  
Date

  
\_\_\_\_\_  
Lloyd Martley Jr., City Administrator  
City of Basehor

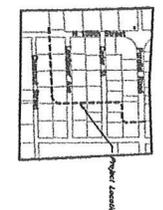
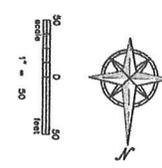
12/22/15  
Date

**McAfee Henderson Solutions Inc.**  
**Attachment A**  
**2015 Staff Billing Rates**

<b>Engineering Staff</b>		
ENG-P	Principal In Charge	\$140
ENG-4	Project Manager	\$120
ENG-3	Project Engineer 2	\$95
ENG-2	Project Engineer 1	\$80
ENG-1	Staff Engineer	\$70
ET-5	Engineering Technician 5	\$90
ET-4	Engineering Technician 4	\$80
ET-3	Engineering Technician 3	\$75
ET-2	Engineering Technician 2	\$60
ET-1	Engineering Technician 1	\$50
<b>Surveying Staff</b>		
LS-P	Principal in Charge	\$140
LS-7	Project Manager	\$120
LS-6	Land Survey Crew	\$145
LS-5	Professional Land Surveyor	\$90
LS-4	Survey Technician 4	\$80
LS-3	Survey Technician 3	\$70
LS-2	Survey Technician 2	\$65
LS-1	Survey Technician 1	\$50
<b>Inspection Staff</b>		
INS-P	Principal in Charge	\$140
INS-7	Project Manager	\$120
INS-6	Construction Engineer 2	\$90
INS-5	Construction Engineer 3	\$80
INS-4	Construction Inspector 4	\$80
INS-3	Construction Inspector 3	\$70
INS-2	Construction Inspector 2	\$60
INS-1	Construction Inspector 1	\$50
<b>Administration Staff</b>		
OA-1	Clerk 1	\$45



INSTALL TWO 36 INCH COPS WITH END SECTION  
 ADJACENT TO EXISTING CMPA AND WITH  
 CONCRETE TO THE HEADWALL WITH  
 WING WALLS ON THE SIDE OF THE  
 EXISTING 9x6 CMPA  
 OR  
 REPLACE EXISTING CMPA WITH A DUAL  
 6 FT BY 4 FT RCB WITH WING WALL  
 GRADE TRANSECTED CHANNEL WITH  
 20' FLAT BOTTOM



Date:	08/14/09
Drawn:	JLL
Checked:	JLL
Approved:	08/14/09
Proj. No.:	2014/09
Sheet No.:	

**BASEHOR DRAINAGE EXHIBIT  
 PARALELL ROAD TO 155TH ST**

1	2	3	4	5	6	7	8	9	10

**mhs** McAFEE HENDERSON SOLUTIONS, INC.  
 Civil Engineering & Land Surveying  
 4700 John Rd. Suite 201, Omaha, NE 68131  
 402.491.4500 Fax 402.333.8888