

RESOLUTION NO. 2016-15

**A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT FOR
RESIDENT CONSTRUCTION OBSERVATION AND MATERIAL TESTING
SERVICES WITH MCAFEE HENDERSON SOLUTIONS, INC.**

WHEREAS, the City of Basehor and McAfee Henderson Solutions, Inc. wish to enter into that certain Contract for Resident Construction Observation and Material Testing Services, substantially in the form attached at Exhibit A.

**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 that certain Contract for Resident Construction Observation and Material Testing Services, substantially in the form attached at Exhibit A.

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

ADOPTED by the Governing Body this 18th day of May, 2016.

SIGNED by the Mayor this 18th day of May, 2016.

SEAL




David K. Breuer, Mayor

ATTEST:


Katherine M. Renn, City Clerk

APPROVED AS TO FORM:


Shannon M. Marcano, City Attorney

EXHIBIT A

CONTRACT FOR RESIDENT CONSTRUCTION OBSERVATION AND
MATERIAL TESTING SERVICES

May 12, 2016

Mr. Gene Myracle, Superintendent
City of Basehor Public Works
2300 N. 158th Street
Basehor, Kansas 66007

**RE: Contract for Resident Construction Observation & Material Testing Services
Leavenworth Road Sidewalk & Storm Improvements
Basehor, Kansas**

Dear Mr. Myracle:

McAfee Henderson Solutions, Inc. (MHS) is pleased to present this contract to perform professional services for the above referenced project. The scope of services identified in the contract is based on our understanding of the City of Basehor standard construction inspection requirements, and past projects with your city. Our understanding of the project improvements and Scope of Work are listed in the following sections.

Project Understanding

The project consists of the following approximate major quantities of work:

- 3,000 CY of Excavation
- 1,450 SY of PCC Sidewalk
- 1,400 SY of PCC Driveway Pavement
- 220 Tons of Asphalt
- 2,235 LF of Storm Sewer
- 70 LF of 8' x 3' RCB
- 137 LF of Modular Block Retaining Wall
- 800 SY of Turf Reinforcement Mat and applicable Seeding

Construction drawings completed by MHS Engineering serve as the basis for improvements associated with this contract. MHS shall provide a Chief Inspector to perform the Resident Project Representative services for the project.

The City of Basehor proposes 90 Calendar days to achieve Substantial Completion of the improvements. Notice to Proceed shall be issued to the contractor on, or about June 20, 2016.

MHS staff member Mr. Ray Shick, Senior Construction Inspector is scheduled to serve as the Chief Inspector for the project. However, MHS reserves the right to provide another staff member if a scheduling conflict occurs. MHS agrees to provide only staff members that are knowledgeable in construction observation practice at a Chief Inspector level to staff the project. Mr. Shick shall be responsible for the daily inspection of the project. Material testing duties shall be completed by MHS technician staff properly certified through the ACI and KDOT Certified Inspector Training programs. Mr. Shick shall coordinate the need for material testing personnel throughout the duration of the project.

Mr. Shick's daily inspection hours shall be charged portal to portal from the MHS office located at 15700 College Blvd., Lenexa, KS. Commute mileage shall not be charged for the project. All inspection hours shall be invoiced at the rate of \$75/hr regardless of standard or overtime status.

Project Manager duties shall be completed by Joe McAfee, PE. Estimated professional hours for each MHS staff member are identified in Attachment A: Supporting Data Sheets for Not to Exceed Construction Engineering Fee. Construction observation services for the project shall be governed by the City of Basehor Design and Construction Manual, most current edition; and the Kansas Department of Transportation Road & Bridge Specifications, 2015 edition where required.

Scope of Services

MHS shall provide the Construction Engineering team consisting of a Project Manager, Resident Project Representative, and various Material Testing Technicians to perform the services listed below.

1. Site Observation and Liaison with CITY, and Contractor
 - a. Consult with and advise the CITY, and act as the City's on-site representative. Serve as the CITY's liaison with the Contractor working through the Contractor's superintendent.
 - b. Consult with the CITY and Contractor, giving opinions and suggestions based on Resident Project Representative's (RPR) observations as an experienced and qualified professional.
 - c. Conduct on-site observations to assist the CITY in determination as to whether the executed work of the Contractor is proceeding in accordance with the Contract Documents. Report to the CITY in a timely manner when any work is unsatisfactory, faulty, defective, damaged, or is not in conformance with the Construction

Documents or does not meet the requirements of any inspection, test, or approval required to be made.

- d. Advise the CITY and the Contractor's superintendent in a timely fashion of the commencement of any work requiring a shop drawing or sample submission if the shop drawing or submission has not been accepted by the Engineer.
- e. Monitor changes of apparent integrity of the site. Observe site conditions when the Contractor maintains that differing site conditions have been encountered, and document actual site conditions.
- f. Observe all field tests of materials, equipment, structures, and piping. Review the test reports commenting to the CITY as appropriate.
- g. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies which do not conform to the Contract Documents with concurrence of the CITY.
- h. Issue field orders authorizing minor changes in the work which are consistent with the intent of the Contract Documents, and do not involve an adjustment in the contract price or contract time. Field orders shall be documented in writing on forms acceptable to the CITY.
- i. Coordinate onsite materials testing services during construction. All material testing for the project shall be completed by MHS certified technicians.
- j. Observe traffic control devices placed by the Contractor for conformance with the work zone traffic control plan and report and deviations or deficiencies to the Contractor.
- k. Observe the Contractor's work to determine if construction activities are confined to the approved areas indicated in the approved drawings. Activities of the Contractor observed to be beyond the limits of the areas indicated on the approved drawings shall be reported to the Contractor and the CITY for immediate correction.

2. Meetings, Reports, and Maintenance of Documents

- a. Attend the pre-construction conference and assist the CITY in explaining administrative procedures to be followed during construction.
- b. Attend progress meetings at the site and other meetings when deemed necessary with the CITY and Contractor to review and discuss construction procedures, progress, scheduling, and other matters concerning the project.

- c. Review the initial and updated progress schedule and consult with the CITY concerning its acceptability.
 - d. Review shop drawings and samples approved by the ENGINEER and record date of receipt.
 - e. Transmit ENGINEER's clarifications and interpretation of the Contract Documents to the Contractor.
 - f. Coordinate issuance of work change directives to the Contractor.
 - g. Assist the CITY in determining the amounts owed to the Contractor and co-sign Contractor's applications for payment. Such recommendations of payment will constitute a representation to the CITY, based on RPR's observations and review, that the work has progressed to the point indicated, and to the best of the RPR's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents and that payment of the amount recommended is due the Contractor.
 - h. Maintain project documentation record books containing a summary of the Contractor's progress at the site; problems and resolutions or proposed resolutions of problems; Contractor's hours, personnel and equipment on the job site; observed delays and causes; adverse weather conditions affecting progress and time extensions; data relative to field modifications and change orders; changed conditions; job site visitors; work not performed in compliance with contract documents; potential problems.
 - i. Maintain orderly files for correspondence, meeting minutes, shop drawings and sample submissions, clarifications issued by the ENGINEER, field orders, work change directives, change orders, photographs, and other project related documents.
 - j. Maintain a marked-up set of drawings and specifications documenting changes to the work during construction. RPR shall combine the above information with information maintained by Contractor and prepare the As-Built record documents.
3. Certification of Substantial and Final Completion
- a. Assist the CITY in conducting an inspection to determine if the work is substantially complete. Prepare and submit a list to the Contractor of items requiring completion or correction for the project to be considered substantially complete.

- b. Assist the CITY in conducting an inspection to determine if the work is complete. Prepare and submit a list to the Contractor of items requiring completion or correction for the project to be considered complete.
- c. Determine if the Contractor has fulfilled all of his/her contract obligations and recommend, in writing, that final payment can be made to the Contractor.

4. Limitations of Authority

- a. RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor or the safety precautions and programs incident to the work of Contractor.
- b. RPR shall not be responsible for the failure of Contractor to perform the work in accordance with the Contract Documents. RPR shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees or any other persons (except for RPR's own employees and agents) at the site or otherwise performing any of the Contract's work.
- c. RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the CITY.
- d. RPR shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent.

Professional Service Fee

Professional fees shall be invoiced on a monthly basis for service hours completed. All invoices shall be paid within 30 days. Outstanding invoice balances shall be subject to 1.5% monthly finance charge. Additional services, if required shall be determined under separate agreement. MHS proposes the following professional fee for the project. A detailed identification of staff professional hours and direct expenses is included in Attachment A: Supporting Data Sheets for Not to Exceed Construction Engineering Fee.

Scope Assignment	Extension
Professional Labor Hours Fee	68,805.00
Mileage Expenses for Professional Staff	118.26
Material Testing and Laboratory Fee	8,910.00

Total Construction Engineering Fee **\$77,833.26**

GENERAL PROVISIONS

Assignment

Neither MHS nor the City 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. 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.

Termination

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; providing however that the notified party shall have the same seven (7) calendar day period in which to cure the default:

- a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- b. Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party
- c. Suspension of the Project(s) or MHS's services by the City for more than ninety (90) calendar days, consecutive or in the aggregate.

The City may terminate this Agreement for the City's convenience and without cause upon giving MHS not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of MHS, the City shall pay MHS for services rendered and reimbursable costs incurred.

Indemnity

MHS shall indemnify and hold the City harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement.

Insurance Requirements

MHS shall provide insurance in the following amounts:

Workers' Compensation	Statutory- per state law
Employer's Liability	\$500,000/Each Accident
General Liability	\$1,000,000/Occurrence
	\$2,000,000/Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit for BI/PD
Professional Liability	\$1,000,000 Each Claim and Aggregate

MHS agrees to name the City as additional insured on all policies.



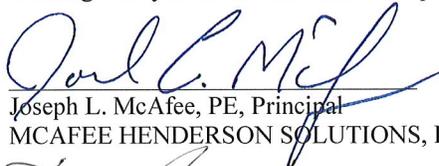
Services

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. This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

Entire Agreement

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 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.


Joseph L. McAfee, PE, Principal
MCAFEE HENDERSON SOLUTIONS, INC.

May 23, 2016
Date


Lloyd Marley, Jr., City Administrator
CITY OF BASEHOR, KANSAS

5-31-16
Date

ATTACHMENT A
SUPPORTING DATA SHEETS
For
NOT TO EXCEED INSPECTION STAFF FEE

Project No. Public Sidewalk & Storm Improvements for Leavenworth Road
City of Basehor, Kansas

Assumptions: (a) Commencement Date – June 20, 2016
(b) 90 Calendar Days to achieve Substantial Completion - September 17, 2016
(c) 10 Clean Up Days to achieve Final Completion - September 27, 2016
(d) Weekly Contractor Schedule of five 10 hour days and 2 Saturdays per month until Substantial Completion.
(e) Weekly Contractor Schedule of five 5 hour days during period of Sub. Comp to Final Completion.

Personnel: Project Manager: Joseph McAfee, KDOT CIT No. 1033
Chief Inspector: Ray Shick
Material Testing Technician: Various MHS KDOT CIT Staff

A. PRE-CONSTRUCTION PHASE - Includes Pre-Construction meeting with City staff, Diary and Pay Template book setup, and material mix design review.

CONSULTANT STAFF	TITLE	HOURS
Joseph McAfee	Project Manager	20
Ray Shick	Lead Inspector	45

B. CONSTRUCTION PHASE - Includes Professional Staff Hours for Resident Inspection for 90 Calendar Day period, Partial Inspection of 10 Contractor Clean-Up Days during period between Substantial Completion and Final Acceptance.

Project Manager – Joseph McAfee, Professional Labor Hours - 2.5 hrs per week designated for management of staff, resolution of field issues and responding to City inquiries.					
Month	Work Weeks (Mon-Fri)	Hours per Week	Saturdays Worked	Regular Hours	Overtime Hours
June	2	2.5	0	5	0
July	5	2.5	0	12.5	0
August	5	2.5	0	12.5	0
September	2	2.5	0	5	0
Phase Totals	14	N/A	0	35	0

Chief Inspector – Ray Shick, Professional Labor Hours - *Note identifies part-time inspection for 10-day period between Substantial and Final Completion of project. period not included in 90 Calendar Days.

Month	Working Days (Mon-Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
June	9	10	1	72	28
July	20	10	2	160	60
August	23	10	2	184	66
September	11	10	1	88	32
September*	10	5	0	50	
Phase Totals	*63	N/A	0	554	186

C. POST CONSTRUCTION-FINAL DOCUMENTATION PHASE - Includes production of As-Built Plans, Spreadsheet Calculations for Final Pay Quantities, Change Order production and documentation.

CONSULTANT STAFF	TITLE	HOURS
Joseph McAfee	Project Manager	8
Ray Shick	Chief Inspector	40

D. MILEAGE EXPENSE ASSOCIATED WITH INSPECTION STAFF

DESCRIPTION	UNIT	QUANTITY	UNIT COST	UNIT
Chief Inspector Daily On-Site Project Mileage (73 days @ 3 miles per day)	Daily On-Site Project Mileage	219	\$0.54	118.26
Direct Project Expense Total				\$118.26

E. TOTAL CONSTRUCTION ENGINEERING ESTIMATE

Contract Phase	Project Duty	Employee	Hours	Professional Labor Rate	Extension
Pre Construction	Project Manager	Joseph McAfee	20	\$ 110.00	2,200.00
	Chief	Ray Shick	45	\$ 75.00	3,375.00
Construction	Project Manager	Joseph McAfee	35	\$ 110.00	3,850.00
	Chief	Ray Shick	740	\$ 75.00	55,500.00
Post Construction	Project Manager	Joseph McAfee	8	\$ 110.00	880.00
	Chief	Ray Shick	40	\$ 75.00	3,000.00
Professional LaborHours Fee					68,805.00
Mileage Expense					118.26
Total Construction Engineering Fee					\$68,923.26

This completes our project summary of professional hours and mileage expenses. If you have any questions regarding the listed hours please do not hesitate to contact me. We look forward to assisting you with the successful completion of this City of Basehor Improvement project.

Respectfully Submitted,



Joseph L. McAfee, President
McAfee Henderson Solutions, Inc.

Material Testing Requirements - Leavenworth Road Sidewalk & Storm Improvements

Test Description	KT Identification	Quantity	Unit Cost	Extension
Soils				
Moisture / Density Proctor of Site Soils w/ Atterberg Limits	ASTM D4328	3	250.00	750.00
Field Density and Moisture Testing of In-Place Compacted Soils	KT-11, KT-13	27	65.00	1,755.00
Aggregate Subbase				
Moisture / Density Proctor of Granular Material w/ Atterberg Limits	ASTM D4328	1	250.00	250.00
Field Density and Moisture for Aggregate Base	KT-11, KT-13	27	65.00	1,755.00
Asphalt Concrete Base & Surface				
Belt Sample Gradation Sieve Analysis of Combined Aggregate	KT-2,3,7,8,10	2	150.00	300.00
Field Density for Asphalt Base & Surface	KT-13	4	55.00	220.00
Portland Concrete for Sidewalk, Pavement, Curb, & Structures				
Concrete Field Testing - Temperature, Slump, Unit Weight, Air Content	KT-17,18,20,21	16	65.00	1,040.00
Concrete Field Testing - Strength Cylinder Preparation (Sets of 3) (Includes round trip transportation, 1 hour on-site technician time, sample pickup,	KT-22	6	70.00	420.00
Cylinder Strength Laboratory Compression Testing (Sets of 3)	ASTM C39	6	70.00	420.00
Material Testing Consultant Project Fees				
Project Manager Oversight	Hours	5	110.00	550.00
Technician Stand-by and Port-to-Port Time	Hours	25	40.00	1,000.00
Equipment Vehicle Charge	Trips	10	45.00	450.00
Total Estimated Testing Consultant Fees				\$8,910.00