AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

2011 BIENNIAL BRIDGE INSPECTIONS

THIS AGREEMENT, made this 23rd day of August, 2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

2011 BIENNIAL BRIDGE INSPECTIONS

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

Local Bridge Inspection Contract Scope of Services

The biennial bridge inspections shall be conducted in accordance with federal regulations and references listed in Appendix A.

Bridge Inspection Team Leaders must be on the prequalified inspector's list maintained by KDOT.

The standard KDOT Bureau of Local Projects Bridge Inspection Form (BIF) shall be used to record the field inspection data. Critical Findings shall be recorded on the standard KDOT Bureau of Local Projects Bridge Inspection Critical Findings form.

All NBI Data Items shall be verified during the inspection and updated or corrected. This may require coordination with the City/County on AADT and similar items not observable.

The work performed under this contract is subject to review by the Owner as well as KDOT. If errors or discrepancies are found the Consultant (or LPA if the inspection is performed by the LPA) shall be required to make corrections at no additional cost. KDOT will perform QC/QA evaluations of bridge inspections including field reviews, review of ratings, bridge inspection files, and data entry. Substandard work is grounds for removal of the inspector from the KDOT prequalified list.

The City of Wichita has approximately 293 bridges to be inspected. Recently annexed structures are to be inspected. There are approximately 15 newly constructed or annexed structures.
Bridges not currently in the inventory or bridges that have had major rehabilitation work since the last inspection require an Inventory Inspection using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual. The Owner has approximately 5 bridges requiring an Inventory Inspection.

Review scour assessment information in the bridge folder, and report if the information is inadequate or needs updating.

Review load rating information in the bridge folder, and report if the information is inadequate or needs updating.

Review fracture critical information in the bridge folder, and report if the information is inadequate.

Review photographs in the bridge file; add any required photos that are not in the bridge folder. Provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions, or repairs needed.

The Inspection Data will be entered in the KDOT BLP Bridge Inspection Web Portal no later than 90 days following the bridge inspection. All NBI Data Items in the existing database are to be checked while performing data entry, and errors in the data shall be corrected.

During the inspection Critical Findings shall be reported to the bridge owner immediately by the most expedient method.

Deliverables: Provide 5 copies of the reports summarizing bridge inspection results and the maintenance recommendation reports. If applicable the Critical Findings forms must be submitted to KDOT BLP within one (1) week of the inspection.

All work shall be performed and data entered into the KDOT portal within 90 days of the required inspection date. Required reports and assembly of updates to the bridge folder shall be completed within 90 days of the completion of the field inspection.

Additional Requirements – See Appendix B

1. During the 2009 inspection program a "data base" was developed. This database is tied to an interactive map. Update, modify, and expand this database to include any additional structures.

2. A detailed list of bridges based on maintenance/replacement needs is to be submitted as a separate report. The list is to be ordered by need not by sufficiency rating. Prepare two separate bound reports listing bridge maintenance items. The first is to be a recommendation for critical maintenance needed to extend the life of the bridge and safety concerns. The second is to be a listing of routine maintenance items that need attention but are not urgent or safety related.

3. Produce a list of structures to be inspected on an annual basis as required by NHI. Inspect these structures in 2012, update the city's data base, and enter data into KDOT's portal as required.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. 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 Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. 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 ENGINEER starts any work under this agreement. 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 canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as

Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

TOTAL $72,500.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION ~~OF THE CITY COUNCIL~~

Carl Brewer, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

Richard A. Schlitt
(Name & Title)
Secretary / Treasurer

ATTEST:

APPENDIX A STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges and the criteria utilized in the subsequent structural analyses and weight limit ratings, where performed, were derived from the following reference sources:

1. American Association of State Highway and Transportation Officials (AASHTO) "Manual for Condition Evaluation of Bridges", 1994, Second Edition as revised by 1995, 1996, 1998, 2000, and 2001 Interim Revisions.

2. KDOT BLP Bridge Inspection Manual.

3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, December 1995.

4. KDOT Design Manual, Volume III, Bridge Section, Bridge Load Rating, January 2005.

5. KDOT "Supplemental Coding Guide for Bridge Inspection and Rating", 1993.

6. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986

7. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986.

8. FHWA Bridge Inspector's Training Manual/90, March 1995.

9. Kansas Department of Transportation, Bureau of Local Projects "Scour Evaluation Manual for Local Public Authorities", August 1996.

APPENDIX B – BOUND REPORT REQUIREMENTS

Prepare a bound report summarizing the bridge inspection results. The report should include the following items.

- An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.
- A table listing each bridge and include the following items.
  - County bridge number,
  - NBI number,
  - Length
  - Type of structure
  - Features intersected,
  - Facilities carried
  - Sufficiency rating.
  - Recommended weight limits
  - Existing weight limit signing
  - Date of inspection
  - Inspector name
  - If a load rating update is needed
  - If scour analysis is needed.
- A table listing all bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected.
- A table listing all bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform the inspection, and any items of concern.
- A table listing all bridges with pin and hangers.
- Bridge index map (See Additional Requirement No. 1).
- Tables listing all bridges with maintenance needs (See Additional Requirement No. 2)