

RESOLUTION NO. 072213-4

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH KAW VALLEY ENGINEERING CONCERNING THIRD-PARTY INSPECTIONS FOR THE DAWSON'S COTTAGE ADDITION

WHEREAS, the City desires to provide third-party inspections on public infrastructure associated with the Dawson's Cottage Addition as provided in a Development Agreement as adopted by Resolution No. 042213-3;

WHEREAS, the City desires to enter into a Consulting Agreement for such third-party inspection services to ensure that public infrastructure serving the Dawson's Cottage Addition are built to City standards and specifications, as set forth in a Development Agreement, prior to acceptance by the City.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

Section 1. Agreement. That a Consulting Agreement between Kaw Valley Engineering and the City of Abilene, Kansas, concerning third-party inspections for the Dawson's Cottage Addition is hereby adopted as attached hereto as **Exhibit A**.

Section 2. Implementation. The City Manager shall be authorized to execute said Agreement and enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

Section 3. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 22nd day of July, 2013.



ATTEST:

Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *John Ray*
John Ray, Mayor

EXHIBIT A

Consulting Agreement

between

Kaw Valley Engineering

and the

City of Abilene, Kansas

(Third-Party Inspections for Dawson's Cottage Addition)

July 22, 2013

Agreement for Third Party Engineering Services

Dawson's Cottage Addition
City of Abilene, Kansas

This "Agreement", made this _____, day of _____, 2013, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of construction inspection services for proposed street, water, sanitary sewer and storm drainage improvements associated with Dawson's Cottage Addition (hereinafter "Project");

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall provide the following services to the City as set forth below;

SCOPE OF SERVICES

Upon execution of this Agreement, the Consultant shall provide the following outlined services:

1. Street Construction Inspection - The Consultant shall provide a KDOT prequalified Construction Inspector to perform part-time field inspections for all major and critical work items involving street grading, compaction, erosion control and paving activities by the contractor on the Project to enforce conformance with the approved construction plans and technical specifications.
2. Sanitary Sewer Construction Inspection - The Consultant's Construction Inspector shall perform part-time field inspections for all major and critical work items involving sanitary sewer manhole adjustments and service line installations by the contractor on the Project to enforce conformance with the approved construction plans and technical specifications.
3. Water Main Construction Inspection - The Consultant's Construction Inspector shall perform part-time field inspections for all major and critical work items involving water main and appurtenance installations by the contractor on the Project to enforce conformance with the approved construction plans and technical specifications.
4. Stormwater Facility Inspection - The Consultant's Construction Inspector shall perform part-time field inspections for all major and critical work items involving storm sewer inlets, boxes, piping, grading and erosion control activities by the contractor on the Project to enforce conformance with the approved construction plans and technical specifications.
5. Project Coordination & Documentation - The Consultant's Construction Inspector shall perform project coordination duties between the contractor and the City, as well as any necessary communications with affected utility owners. The Consultant shall maintain documentation of on-site work activities in an inspection diary for this Project and shall provide a copy of said diary to the City upon successful completion of the Project.

In the event that services are requested by the City which are considered by both parties to be above and beyond these original Scope of Services, or require additional hours to be logged by the Consultant in order to complete these original Scope of Services in order to provide a satisfactory Project for the City, those additional services shall be compensated in accordance with the attached 2013 Standard Hourly Rates for the Junction City office. No additional services shall be performed by the Consultant without written notification by the City to proceed with such work.

COMPENSATION

The City shall compensate the Consultant for satisfactory completion of Third Party Engineering Services for this Project in accordance with the "Fee Estimate" included with this Agreement. For the purposes of this Agreement, the maximum not to exceed amount due to the Consultant upon successful completion of Third Party Engineering Services on this Project shall be \$18,590.00.

The basis for incremental payments shall be per the hours incurred for the term being invoiced with standard rates applied as set forth in said "Fee Estimate". The Consultant shall invoice the City for completed services on a monthly basis. An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty days of the invoice date.

DISPUTE RESOLUTION

All claims, disputes, and other matters of controversy between City and Consultant arising out of, or in any way related to, this Agreement or the services performed by Consultant will be submitted to non-binding mediation as a condition precedent to litigation. If a dispute arises from matters related to the services provided under this Agreement and that dispute requires litigation, then the claim shall be brought and tried in a judicial jurisdiction in the State of Kansas.

TERMINATION BY CAUSE

This Agreement may be terminated by the City upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms set herein. If this Agreement is so terminated, the Consultant shall be paid for any approved final product delivered through the effective date of termination per the compensation arrangement set forth in this Agreement.

CONTRACT PROVISIONS

A. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement, and such records as may be deemed necessary by the City to assure the property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement, unless permission to destroy them is granted by the City. It is understood that all pertinent records shall be accessible to the Kansas Department of Transportation and the Federal Highway Administration.

B. Consultant Compliance with Local, State, and Federal Laws

1. Title VI of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601). No person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal Funds.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 83-112) as amended and implementing regulations when published for effect. No otherwise qualified individual shall, solely by reasons of his or her disability, be excluded from participation in (including employment), denied program benefits of or be subjected to discrimination under any program or activity receiving Federal funds.
4. Age Discrimination Act of 1975, as amended (Pub. L. 94-135), and implementing regulations when published or effect. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, disability or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18).
6. Executive Order 11063, as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107. No person shall, on the basis of race, color, religion, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans issued or guaranteed by the Federal Government.
7. Kansas Act Against Discrimination of 1992. It is declared to be the policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason of race, religion, color, sex, physical disability, national origin or ancestry.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income persons residing within the project area and the non-metropolitan county in which the project is located and that contracts in connection with the project, be awarded to eligible business concerns located or owned in substantial part, by residents of the project area.
9. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60. A contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
10. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended Section 109(a) of the HCD Act to prohibit discrimination on the basis of religion.
11. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.
12. The Consultant will also concede to provide access to project records and will agree to maintain said records for a period of at least three (3) years beyond project completion and shall also follow copyright regulations where appropriate.

13. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
14. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. Interest of Members of the City

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to insure compliance.

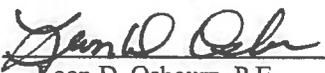
D. Interest of the Consultant and Employees

The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services thereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

Consultant:

KAW VALLEY ENGINEERING, INC.

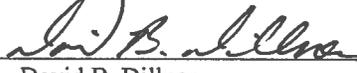
By: 
Leon D. Osbourn, P.E.

Title: President

Date: 7-9-13

City:

CITY OF ABILENE

By: 
David B. Dillner

Title: City Manager

Date: 7/23/13

Fee Estimate

Street Construction of Eagle Drive

KVE would provide personnel for observation of the various stages of construction. Stages would include the earthwork portion, subgrade conditioning, curb and gutter placement, and placement of paving (based on asphalt paving option).

Total Estimated Fee: 62 hrs. @ \$65.00/hr. = \$4030.00

Sanitary Sewer Construction

KVE would provide personnel for observation of all sanitary sewer improvements. The plans do not indicate where sanitary sewer service lines are to be placed. With the existing sanitary sewer main in the middle of the proposed street, service line connection will be a concern if not properly installed and backfilled.

Total Estimated Fee: 6 hrs. a lot (20 lots) @ \$65.00/hr. = \$7800.00

Water Main Construction

KVE would provide personnel for observation of water main construction and testing. The plans do not indicate any water service lines being installed at this time. KVE assumes the service will be installed by the City using directional boring and taping of the main, as needed.

Total Estimated Fee: 40 hrs. @ \$65.00/hr. = \$2600.00

Stormwater Facility

KVE would provide personnel for observation of all storm sewer improvements, including monitoring of erosion control.

Total Estimated Fee: 24 hrs. @ \$65.00/hr. = \$1560.00

Project Coordination

KVE will coordinate all observation service requests with the Abilene Community Development Department. KVE would attend pre-construction meetings, if required, and assist with processing all pay requests.

Total Estimated Fee: 40 hrs. @ \$65.00/hr. = \$2600.00

Total Estimated Fee for Project..... \$18,590.00

The above estimated fee is based on estimated manhours that may be required to assure compliance of project plans and specifications. KVE would prepare to complete the above project on an hourly basis and charge for actual hours required to complete the above services per our attached Standard Hourly Rate Sheet.





This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

2013 Standard Hourly Rate Schedule
Junction City Office

Design Services

Principal	150.00
Project Manager.....	115.00
Senior Design Engineer	105.00
Project Design Engineer	90.00
Intern Engineer.....	77.00
Geotechnical Engineer.....	125.00
Registered Geologist.....	90.00
Senior Design Technician	75.00
Design Technician II.....	70.00
Design Technician I.....	65.00
Drafting Technician	65.00
Computer Programmer	150.00
Administrative Assistant II.....	34.00
Administrative Assistant I	30.00

Field Services - Surveying

Manager of Field Services	90.00
Professional Land Surveyor	95.00
Survey Crew Leader (Research and Computations).....	70.00
1-person Survey Crew with Equipment.....	110.00
2-person Survey Crew with Equipment.....	135.00
3-person Survey Crew with Equipment.....	160.00

Field Services – Construction Materials/Geotechnical

Supervisor Construction Materials	70.00
Senior Engineer Technician	64.00
Engineer, Technician II	56.00
Engineer, Technician I	50.00
Structural Technician (See Structural/Non-Destructive Testing/Special Inspection Rate Sheet)	
Drill Rig with Crew.....	160.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost. **In addition to the per sheet/page costs listed below for Printing services, there will be a charge of \$8.00 for all walk-in customers for any printing service.**

PRINTING

Miscellaneous Expenses.....	At direct cost	Vellum (24" x 36")	3.50/sheet
Mylar (14" x 20").....	4.50/sheet	Vellum (28" x 40")	4.50/sheet
Mylar (18" x 24").....	4.50/sheet	Vellum (30" x 42")	4.50/sheet
Mylar (22" x 36").....	5.50/sheet	Bond (14" x 20").....	1.50/sheet
Mylar (24" x 36").....	6.00/sheet	Bond (18" x 24").....	1.50/sheet
Mylar (28" x 40").....	7.00/sheet	Bond (22" x 36").....	2.00/sheet
Mylar (30" x 42").....	7.00/sheet	Bond (24" x 36").....	2.20/sheet
Vellum (14" x 20").....	2.50/sheet	Bond (28" x 40").....	2.50/sheet
Vellum (18" x 24").....	2.50/sheet	Bond (30" x 42").....	2.50/sheet
Vellum (22" x 36").....	3.00/sheet	8½" x 11" / 11"x17" Copies	0.40/page
Color Printing		11" x 17".....	2.50/sheet
8½" x 11".....	1.50/sheet		
Large Media.....	10.50/Sq.Ft.		

EQUIPMENT

Vehicle Mileage (Truck or Auto).....	\$0.50/mile
Vehicle Mileage (Drill Rig).....	3.00/mile

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