

**RESOLUTION NO. 072213-3**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO AN AGREEMENT FOR CONSULTING SERVICES WITH OLSSON ASSOCIATES CONCERNING THE RUNWAY REHABILITATION PROJECT AT THE ABILENE MUNICIPAL AIRPORT**

**WHEREAS**, the City Commission desires to enter into an Agreement for Consulting Services with Olsson Associates for the purposes of providing preliminary engineering services related to the Runway Rehabilitation Project at the Abilene Municipal Airport;

**WHEREAS**, the City authorized Olsson Associates, with the adoption of Resolution No. 061013-1, to prepare and submit to the Federal Aviation Administration a grant application for said Project; and

**WHEREAS**, pursuant to federal requirements, the City retained PRT Consulting to conduct an Independent Cost Analysis to verify the fees of Olsson Associates and such fees were determined to be reasonable.

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

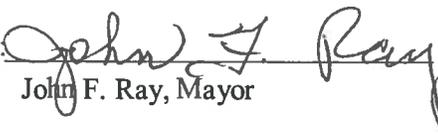
**Section 1. Agreement**. That an Agreement for Consulting Services between Olsson Associates and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A**. That the Independent Cost Analysis conducted by PRT Consulting is attached hereto as **Exhibit B**.

**Section 2. Implementation**. The Mayor is hereby authorized to execute the Agreement for Consulting Services with Olsson Associates, and the City Manager shall be authorized to 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, and upon award by the Federal Aviation Administration of grant funds for said Project.

**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this 22<sup>nd</sup> day of July, 2013.

**CITY OF ABILENE, KANSAS**

By:   
John F. Ray, Mayor

**ATTEST:**

  
Penny Soukup, CMC  
City Clerk

**AMENDMENT 1**

to

**AGREEMENT FOR CONSULTING SERVICES**

August 6, 2013

Abilene Municipal Airport  
City of Abilene  
419 N Broadway  
Abilene, KS 67410

Re: Abilene Municipal Airport  
AIP Project No. 3-20-0001-009  
OA Project No. 013-0286  
Rehabilitate Runway 17/35

This amendment will revise the Agreement executed on February 18, 2013 as described below:

1. **Section 1: General.** The project description shall be revised to include the following:

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 –Pavement Design Phase; 2B – Final Design Phase; and 3 – Bidding Phase for the following project:

- Rehabilitate Runway 17/35 (Whitetopping)
- Replace Medium Intensity Runway Lights
- Alternate Bid: Rehabilitate Northern Parallel Taxiway (Whitetopping)
- Alternate Bid: Relocate Medium Intensity Taxiway Lights
- Vault Work

Heather Olson, P.E. will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval.

2. **Section 2B: Final Design Phase.** Under this phase the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Coordinate with the Sponsor and the Federal Aviation Administration (FAA) and resolve any design issues.
- b. The Geotechnical investigation completed as part of the preliminary pavement design phase will be utilized for design. No additional soil boings will be completed.
- c. Conduct field survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will NOT be in accordance with AC 150/5300-18.
- d. Evaluate construction methods to determine the best approach and construction limits for bidding the Runway Rehabilitation as a Base Bid and the North Parallel Taxiway Rehabilitation as an Alternate Bid.
- e. Prepare detailed plans, specifications, contract documents and Final Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer's Design Report will be submitted to the Sponsor and FAA (2 copies) for review within 180 days of the Notice to Proceed
- f. Conduct a plan-in-hand review on-site with the Sponsor.
- g. The consultant agrees to follow the FAA/ACE AIP Guides (current as of the contract date) numbered below:
  - (1) Guide No. 920 – Engineering Report
  - (2) Guide No. 930 – Plans & Specifications
  - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
  - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
  - (5) Guide No. 951 – Use of State Standards
  - (6) Guide No. 960 – Safety Plan
- h. Revise and submit plans, specifications, contract documents and Engineer's Design Report within 1 month of receipt of comments from the Sponsor and FAA regarding Item d. submittals above.
- i. Prepare and submit an FAA Form 7460-1 for the construction safety plan.
- j. Prepare a Disadvantaged Business Enterprise (DBE) program and recommend DBE goals for FY14 construction.
- k. Prepare the Grant Project Application.
- l. Prepare Sponsor Certifications and other documents as needed.
- m. Prepare documentation for DELPHI Drawdowns and SF-425 forms as required.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all item listed above.

3. **Section 3: Bidding Phase.** Under this phase the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services
  - a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA/ACE AIP Guide No. 1010 – Bidding.
  - b. Conduct a pre-bid conference.
  - c. Answer questions raised during the bidding process. Issue addenda as required.
  - d. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.
  - e. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to FAA in accordance with FAA/ACE AIP Guide No. 1020 – Contract Award.
  - f. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA and the Sponsor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and the FAA. Readvertising, if necessary, will be negotiated under a supplemental agreement to this contract.

4. **Section 6: Fees and Charges:** The fees and charges description shall be revised to include the Sections 2B and 3 as follows:

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2B: Final Design Phase. Payment for the items included in Section 2B, Final Design Phase, shall be the lump sum of \$164,400 shown on Exhibit B, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 10% of the payment will be withheld until the plans and specifications are approved.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$9,700 shown on Exhibit C attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 10% of the

payment will be withheld until the FAA has authorized the issuance of Contract Documents to the Contractor.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

If this amendment is satisfactory, please sign in the space provided. Keep one copy and return two copies to Olsson Associates. This proposed amendment is open for acceptance for forty-five days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES**

PO Box 84608  
Lincoln, NE 68501

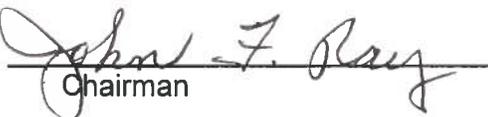
By   
Attest

By   
Vice President

**CITY OF ABILENE**

419 N Broadway  
Abilene, KS 67410

By   
Attest

By   
Chairman

**EXHIBIT B**

**FINAL DESIGN PHASE  
Abilene Municipal Airport 3-20-0001-009**

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	30.00	\$55.95	\$1,678.50
Sr. Project Engineer	144.00	\$47.50	\$6,840.00
Project Engineer	175.00	\$39.50	\$6,912.50
Elec. or Mech. Engineer	30.00	\$42.00	\$1,260.00
Assistant Engineer	310.00	\$29.50	\$9,145.00
Registered Surveyor	30.00	\$38.00	\$1,140.00
Sr. Technician	340.00	\$24.50	\$8,330.00
Assoc. Technician	460.00	\$21.00	\$9,660.00
Asst. Technician	310.00	\$19.00	\$5,890.00
Clerical	65.00	\$17.50	<u>\$1,137.50</u>

Total Direct Salary Costs: \$51,993.50

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs\*\* 166.77% \$86,709.56

3. Direct Nonsalary Expenses

Travel	\$1,750.00
Meals & Motel	\$175.00
Copies & Prints	\$2,040.00
Supplies, Phone, Misc.	\$325.00

Total Expenses: \$4,290.00

4. Subtotal of Items 1, 2 & 3

\$142,993.06

5. Fixed Fee: 15% of Item 4

\$21,448.96

6. Subcontract costs

\$0.00

7. Lump Sum Amount - Total Items 4, 5, & 6

\$164,442.02

Rounded: \$164,400.00

\*\* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT C**

**BIDDING PHASE  
Abilene Municipal Airport 3-20-0001-009**

1. Direct Salary Costs

<u>Title</u>	Direct Salary		<u>Costs (\$)</u>
	<u>Hours</u>	<u>Rate/Hour</u>	
Team Leader	0.00	\$55.95	\$0.00
Sr. Project Engineer	18.00	\$47.50	\$855.00
Project Engineer	24.00	\$39.50	\$948.00
Elec. or Mech. Engineer	0.00	\$42.00	\$0.00
Assistant Engineer	0.00	\$29.50	\$0.00
Registered Surveyor	0.00	\$38.00	\$0.00
Sr. Technician	12.00	\$24.50	\$294.00
Assoc. Technician	0.00	\$21.00	\$0.00
Asst. Technician	0.00	\$19.00	\$0.00
Clerical	12.00	\$17.50	<u>\$210.00</u>

Total Direct Salary Costs: \$2,307.00

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs\* 166.77% \$3,847.38

3. Direct Nonsalary Expenses

Travel	\$500.00
Meals & Motel	\$50.00
Copies & Prints	\$1,670.00
Supplies, Phone, Misc.	\$50.00

Total Expenses: \$2,270.00

4. Subtotal of Items 1, 2 & 3 \$8,424.38

5. Fixed Fee: 15% of Item 4 \$1,263.66

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 4, 5, & 6 \$9,688.04

Rounded: \$9,700.00

\* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.