

**RESOLUTION NO. 032414-1**

**A RESOLUTION ACCEPTING A PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES FROM SCHWAB-EATON, P.A. FOR THE FIRST STREET AND BUCKEYE AVENUE INTERSECTION PROJECT FOR THE CITY OF ABILENE, KANSAS**

**WHEREAS**, the City Commission desires to accept a Construction Engineering Services Agreement with Schwab-Eaton, P.A. for the purposes of ensuring quality assurance and quality control during the First Street and Buckeye Avenue Intersection Project (KDOT Project No. 15-21 KA-2612-01);

**WHEREAS**, the representatives from the Kansas Department of Transportation, Bureau of Local Projects, has reviewed the proposal submitted by Schwab-Eaton, P.A., and has recommended its approval following a comparison of comparable data for construction engineering services.

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

**Section 1. Proposal for Construction Engineering Services.** That a Proposal for Construction Engineering Services with Schwab-Eaton, P.A., dated March 7, 2014, is hereby accepted as attached hereto as **Exhibit A.**

**Section 2. Implementation.** 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.

**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this 24<sup>th</sup> day of March, 2014.



*Penny Soukup, CMC*  
Penny Soukup, CMC  
City Clerk

**CITY OF ABILENE, KANSAS**

By: *John F. Ray*  
John F. Ray, Mayor

**EXHIBIT A**

**Proposal for Construction Engineering Services**

**for the**

**First/Buckeye Intersection Project**

**(KDOT Project No. 15-21 KA-2612-01)**

**City of Abilene, Kansas**

**March 24, 2014**

Project No. 15-21 KA-2612-01  
City of Abilene  
\_\_\_\_\_ County

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES  
(Cost Plus Net Fee)

The consulting engineering firm of Schwab-Eaton, P.A. with offices located at 1125 Garden Way, Manhattan, KS 66502, hereinafter referred to as the CONSULTANT has reviewed the information transmitted by Abilene City/County, hereinafter referred to as the LPA. Based on this information, the CONSULTANT submits the following proposal:

1. The LPA has requested a proposal for construction engineering services from the CONSULTANT for the on-site inspection and testing, contract administration and may include surveying on the above noted project.
2. The LPA desires the services provided by the CONSULTANT to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.
3. The LPA has stated that it X does \_\_\_\_\_ does not desire federal participation in the cost of the construction engineering services for this project.
4. The services performed by the CONSULTANT will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:
  - A. The CONSULTANT agrees to:
    - (1) Attend all conferences designated by the KDOT, or required under the terms of the Agreement.
    - (2) Designate a Project Engineer/Project Manager who shall serve as the CONSULTANT'S Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the KDOT Field Engineer. The use of non-certified inspector(s) for this project will be limited to specific work after demonstrating satisfactory performance and obtaining written approval by the Field Engineer.

- (3) Assign a sufficient number of KDOT Certified Inspector(s) to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the Agreement.
- (5) Perform the CONSULTANT'S field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the CONSULTANT'S services, and to check or test it prior to use on the Project.
- (7) Provide for CONSULTANT personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

~~Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.~~

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required prior to the incorporation in the work have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Prepare and submit, if desired by the CONSULTANT, partial payment invoices for services rendered by the CONSULTANT, but not to exceed one submittal per month.
- (10) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the Agreement, upon completion or termination of the Agreement.
- (11) Return, upon completion or termination of the Agreement, all manuals, contract documents, guides, written instruction, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The CONSULTANT shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (12) Prepare and submit a certification of Project completion.
- (13) Prepare and submit a final payment voucher for services rendered by the CONSULTANT.

- (14) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
    - 1. A revised list of bench marks
    - 2. Location of government bench marks
    - 3. Major changes in alignment
    - 4. Major changes in grade line
    - 5. Established references on cornerstones
    - 6. Major changes in location of drainage structures
    - 7. Major changes in flow line of drainage structures
    - 8. Drainage structures added or deleted
    - 9. Any change of access control
  - b. Bridges
    - 1. Changes in stationing
    - 2. Changes in type, size or elevation of footings
    - 3. Changes in grade line

5. The services performed by the SECRETARY will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The KDOT agrees to:

- (1) Make available to the CONSULTANT sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the CONSULTANT to perform the services under this Agreement for the Project to the same standards required of the KDOT's personnel.
- (2) Provide for the use of the CONSULTANT a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the KDOT to be necessary for the CONSULTANT to perform the services under this Agreement to the same standards required of the KDOT's personnel.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the CONSULTANT until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
- (5) Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.

- (6) Designate a Field Engineer (Metro Engineer, Field Engineering Administrator and/or Area Engineer). The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this Agreement and all construction activities performed under the Contract Documents.
- (7) Provide, through the Field Engineer and the District staff, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the KDOT.

B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

6. The CONSULTANT has been advised by the LPA that the anticipated services to be performed will start in 2014, and be completed by 2014 with the estimated number of contractor working days 60.

7. The CONSULTANT will save the LPA and SECRETARY and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the CONSULTANT, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the CONSULTANT'S operation in connection with the services to be performed hereunder.

8. The CONSULTANT will make all documents and accounting records pertaining to the cost of the services for the Project available at the CONSULTANT'S office to representatives of the LPA, SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.

9. The CONSULTANT will comply with all federal, state and local laws and ordinances applicable to the services to be performed.

10. The cost plus net fee total cost proposal proposed by the CONSULTANT for the performance of services is supported on "Exhibit A." the CONSULTANT will request reimbursement of actual costs in conformity with approved FHWA cost principals and not to exceed the upper limit of compensation. The fees proposed are as follows:

- A. A Net Fee amount of \$10,005.25.
- B. The upper limit of compensation, Total Cost plus Net Fee, for services detailed in this proposal shall be \$92,600.00.
- C. Other \_\_\_\_\_

11. The CONSULTANT will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.

12. The CONSULTANT may request a partial payment each month; however, partial payment requests will be limited to \$1,000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the LPA and/or the SECRETARY. Final payment to the CONSULTANT should be made within ninety (90) days after receipt of proper billing and final approval by the LPA and/or the SECRETARY.

13. The CONSULTANT'S accounting system, cost records and overhead factors may have to be reviewed by the SECRETARY'S Bureau of Fiscal Services at the time a three (3) party agreement is prepared by the SECRETARY.

14. It is understood by the CONSULTANT that if the CONSULTANT does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be cancelled.

15. The CONSULTANT'S Project Engineer/Project Manager for this project will be Dave Beach, whose Certification Number is 191 (expiration date is 11/17/16) and whose work address is 1125 Garden Way, Manhattan, KS 66502 and whose mailing address is Same and work telephone is 785-539-4687.

The Chief Inspector for the CONSULTANT will be Arnie Valdemar, whose Certification Number is 928 (expiration date is 01/12/16) and whose work address is 1125 Garden Way, Manhattan, KS 66502 and mailing address is Same and work telephone is 785-539-4687.

16. The CONSULTANT certifies the actions of all representatives of the firm will be in compliance with the prescribed "Code of Conduct" solicitation and execution of contract Federal regulations.

17. The above proposal indicates our interpretation of the services desired by the LPA, and the CONSULTANT will be happy to meet and discuss any or all items of this proposal.

Respectfully submitted,

Bruce Jagun 3/7/14  
CONSULTANT (Title) f  
President  
Date

**SPECIAL ATTACHMENT NO. 10  
SUPPORTING DATA SHEET  
for  
ESTIMATE OF ENGINEERING FEE  
CITY OF ABILENE  
PROJECT NO. 15-21 KA-2612-01**

**EXHIBIT "A"**

## A. Direct Payroll

## Contract Administration

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hrs.</u>	<u>Rate</u>	<u>Extension</u>
1. Field Inspection & daily contract doc.	(a) Eng(s) &/or Manager	72	@ \$40.50 =	\$2,916.00
	(b) Techn(s)	1012	@ 24.00 =	<u>24,288.00</u>
Sub-total				\$27,204.00
2. On-site Testing	(a) Eng(s) &/or Manager	4	@ 40.50 =	\$162.00
	(b) Techn(s)	80	@ 24.00 =	<u>1,920.00</u>
Sub-total				\$2,082.00
3. Surveying	(a) Eng(s) &/or Manager	4	@ 40.50 =	\$162.00
	(b) Techn(s)	16	@ 24.00 =	<u>384.00</u>
Sub-total				\$546.00
4. Final Paper Preparation	(a) Eng(s) &/or Manager	32	@ 40.50 =	\$1,296.00
	(b) Techn(s)	72	@ 24.00 =	<u>1,728.00</u>
Sub-total				\$3,024.00
Total Direct Payroll Costs				\$32,856.00
<u>Summary Total of Direct Payroll Costs</u>				
<u>Classification</u>	<u>Hours</u>		<u>Rate</u>	<u>Extension</u>
(a) Engineer/Mgr.	112		\$40.50	\$4,536.00
(b) Technician(s)	1,180		24.00	<u>28,320.00</u>
Total Direct Payroll Costs				\$32,856.00

**SPECIAL ATTACHMENT NO. 10**  
**SUPPORTING DATA SHEET**      **EXHIBIT "A"**  
**for**  
**ESTIMATE OF ENGINEERING FEE**  
**CITY OF ABILENE**  
**PROJECT NO. 15-21 KA-2612-01**

B.	Salary Related and General Overhead (134.34%).....	=	\$44,138.75
C.	Total Payroll plus Overhead (A + B) .....	=	76,994.75
D.	Net Fee .....	=	10,005.25
E.	Total Direct Payroll, Overhead and Net Fee .....	=	87,000.00
F.	Direct Expenses (Travel, Misc.) Mileage (10,000 miles @ \$0.56/mi.).....	=	<u>5,600.00</u>
	TOTAL COST PLUS NET FEE.....	=	\$92,600.00



**Certification of Final Indirect Costs**

Firm Name: Schwab-Eaton, PA

Indirect Cost Rate Proposal: 134.34%

Date of Proposal Preparation (mm/dd/yyyy): March 7, 2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 - 12/31/2013

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: \_\_\_\_\_

Name of Certifying Official (Print): Bradley Fagan

Title: President

Date of Certification (mm/dd/yyyy): 03/07/2014





Sam Brownback, Governor  
Nick Jordan, Secretary

[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

Schwab-Eaton, PA

## ISSUE DATE

12/30/2013

## TRANSACTION ID

TDEC-AJEN-7669

## CONFIRMATION NUMBER

CCAR-UA26-95CU

**TAX CLEARANCE VALID THROUGH 03/30/2014**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*