

RESOLUTION NO. 051214-2

A RESOLUTION APPROVING AGREEMENT NO. 281-14 BETWEEN SCHWAB-EATON, P.A., THE KANSAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF ABILENE, KANSAS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE FIRST STREET AND BUCKEYE AVENUE INTERSECTION PROJECT

WHEREAS, the City Commission desires to approve a Contract for Construction Engineering Inspection Services 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); and

WHEREAS, the City, with the approval of Resolution No. 032414-1, has previously accepted a proposal for Construction Engineering Services from Schwab-Eaton, P.A. for the First Street and Buckeye Avenue Intersection Project.

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

Section 1. Contract for Construction Engineering Services. That a Contract for Construction Engineering Services between Schwab-Eaton, P.A., the Kansas Department of Transportation, and the City of Abilene, Kansas, 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 12th day of May, 2014.



CITY OF ABILENE, KANSAS

By: 
Brenda Finn-Bowers, Mayor

ATTEST:


Penny Soukup, CMC
City Clerk

EXHIBIT A

Contract for Construction Engineering Services

for the

First/Buckeye Intersection Project

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

City of Abilene, Kansas

May 12, 2014

**CITY'S
ORIGINAL**

Agreement No. 281-14

**CONTRACT FOR CONSTRUCTION
ENGINEERING INSPECTION BY CONSULTANT
(COST PLUS NET FEE AGREEMENT)**

**PROJECT NO. 15-21 KA-2612-01
CITY OF ABILENE
DICKINSON COUNTY**

CMS Contract No. _____

THIS AGREEMENT is entered into and effective the date signed by the Secretary or designee, by and between City of Abilene, Kansas, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Schwab-Eaton, P.A., hereinafter called the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation, hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-169 and an agreement between them dated May 29, 2012. The Consultant's address is 1125 Garden Way, Manhattan, Kansas 66502. The LPA, Consultant, and Secretary are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the LPA desires to accomplish the "Project," consisting of 0.035 miles of Grading and Surfacing, located at the Intersection of K-15 and First Street with the aid of LPA and State funds, and

WHEREAS, the LPA does not have sufficient qualified engineering employees to accomplish the construction engineering services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the services required under this Agreement are fully qualified to perform the services in a competent and professional manner, and

WHEREAS, the Consultant has indicated it desires to perform the services set forth in the Agreement upon the terms and conditions set forth below, and

WHEREAS, the approved plans and specifications for said Project are available in the KDOT Headquarters in Topeka, and

WHEREAS, the LPA, Consultant, and the Secretary desire to set forth in this instrument their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

NOW, THEREFORE, in consideration of the covenants of the Parties and to give this Agreement full force and effect in providing the benefits hereinbefore mentioned, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. DEFINITIONS

- (1) The term "LPA" shall mean the City of Abilene and its authorized employees.
- (2) The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives.
- (3) The term "Consultant" shall mean the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
- (4) The term "FHWA" shall mean the Federal Highway Administration and its authorized representatives.
- (5) The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the construction contract.
- (6) The term "Specifications" shall mean the current Standard Specifications for Road and Bridge Construction of KDOT, as incorporated in the construction contract specifications and supplementals thereto.
- (7) The term "Construction Contract Proposal" shall mean the offer of the bidder or Contractor on the Project, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
- (8) The term "Special Provisions" shall mean the directions or requirements peculiar to a project and not otherwise thoroughly or satisfactorily included in the Specifications, and which are contained in the Construction Contract Proposal.
- (9) The term "Plans" shall mean the approved plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
- (10) The term "Contract Documents" shall mean the Specifications, Construction Contract Proposal, Special Provisions, and Plans, as defined above.
- (11) The term "Manual" shall mean the Construction Manual, the Forms and Documentation Manual and all other publications of data and information produced by KDOT for the instruction of its employees and furnished in bound or collected form.
- (12) The term "Field Engineer" shall for the administrative control of this Agreement be considered to mean Metro Engineer, Field Engineering Administrator and/or Area Engineer.

B. GENERAL RESPONSIBILITIES AND DUTIES

- (1) The Consultant shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more fully detailed in Special Attachment No. 1 - Specific Construction Provisions.
- (2) The Consultant will require all personnel comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8, Fluorescent Vests, as a minimum, while inspection is being performed.
- (3) The Consultant shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the services.
- (4) The services performed under this Agreement shall at all times be subject to the review and approval of KDOT.
- (5) The Consultant and/or LPA's principal contact with KDOT shall be through the construction field office.
- (6) The services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
- (7) Compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.

C. CONTROL AND AUTHORITY

- (1) The authorized representative of KDOT will be designated by the District's Construction Engineer and will be titled the Field Engineer.
- (2) 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.
- (3) The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager is not 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 Field Engineer.

- (4) The Project Engineer/Project Manager shall serve as field supervisor of all Consultant personnel and services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
- (5) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate with the Construction Engineer/Construction Coordinator.
- (6) Orders or instructions issued by the Field Engineer will be transmitted through the Construction Engineer/Construction Coordinator and will in turn be transmitted through the Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager a matter needs prompt attention, the Construction Engineer/Construction Coordinator will give the necessary orders and then notify the Project Engineer/Project Manager.
- (7) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Construction Engineer/Construction Coordinator to determine proper course of action.

In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

- (8) The Consultant warrants it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

D. AGENCY COORDINATION AND COOPERATION

- (1) Contact and coordination with all affected local, state and federal agencies, private consultants and contractors; the general public; utilities and railroad companies shall be the responsibility of KDOT.
- (2) The Consultant shall cooperate fully with KDOT; and with local, state and federal agencies, the general public, utilities, railroad companies, and private consultants and contractors when so directed by KDOT. Such cooperation may include attendance at conferences.

E. MEETINGS AND CONFERENCES

- (1) Conferences as may be necessary for the discussion and review of the services under this Agreement shall be scheduled between the Consultant and KDOT. These conferences may include field review of the Project.
- (2) Conferences may be held upon the request of the Consultant or KDOT.

II. PROSECUTION AND PROGRESS

A. GENERAL

- (1) Written authority to proceed with the services on any construction Project under this Agreement will be given by KDOT to the Consultant. KDOT will not be responsible for any services performed by the Consultant prior to such authorization or liable for payment therefore.
- (2) Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant and KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor and involved utilities and agencies, unless otherwise stated elsewhere in the Agreement.
- (4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on the Project or plant site at all times when work which requires inspection is being performed. The inability of a Consultant to provide appropriately certified inspectors for a Project may at the Secretary's discretion, give cause for termination of this Agreement.
- (5) The Agreement shall be considered completed upon payment and notice of written release from KDOT therefore unless previously terminated as provided in Article II, Section C.

- (6) Should KDOT deem it necessary for the Consultant to render additional services for review of contract items, conditions, claims or litigation matters after completion of the Agreement, the Consultant agrees to cooperate and render such requested services. Such services shall be paid for in the amount and manner mutually agreed upon by KDOT and the Consultant.
- (7) A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer, representatives of the construction office (including Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

B. DELAYS AND EXTENSIONS

- (1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant. Approved time extensions may also be cause for consideration of adjustments in payment, where warranted and approved by KDOT.

C. TERMINATION OF AGREEMENTS

- (1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
- (3) In the event the Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.
- (4) In the event the services of the Consultant are terminated by KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered to KDOT up to the time of termination. The value of the services performed, rendered and delivered will be determined by KDOT. In the case of any dispute as to payment arising under this Agreement pertinent information will be submitted to a Review Committee for

resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement Parties.

- (5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the LPA and KDOT and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

- (1) The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
- (2) All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.

III. BASIS OF PAYMENT

A. GENERAL

- (1) The Consultant will be paid the supported actual salaries and direct costs, overhead rate and net fee by KDOT for the completed and approved (by KDOT District) services rendered under this Agreement on the basis of and at the Agreement price set forth in the Special Construction Provisions (Special Attachment), and for Extra Work if any, at the compensation therefore set forth in an approved supplement to this Agreement covering such work. The extra work will be paid for separately and in addition to the foregoing amount listed in the Special Construction Provisions (Special Attachment). Payment shall be full compensation for services performed or rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work.
- (2) The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate will be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments will be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.
- (3) Should the Agreement contain more than one (1) construction project, any and all invoices and the final statement shall itemize charges by individual project.

- (4) Final payment of any balance due the Consultant of the ultimate gross amount earned will be made promptly upon its verification by KDOT, upon completion of the work under this Agreement and its acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other documents required to be returned or to be furnished under this Agreement.

IV. WORK ORDERS, EXTRA WORK, OR DECREASED WORK

- (1) Written orders regarding the services to be performed will be given by KDOT. Orders that do not change the scope of services in the Agreement, but increase or decrease the quantity of labor or materials or the expense of the services, shall not annul or void this Agreement.
- (2) The Consultant must proceed with the services as directed by furnishing the necessary labor, equipment, materials and professional services to complete the services within the time limits specified in schedules or as adjusted by agreement of the Parties.
- (3) If in the Consultant's opinion such orders involve services not included in the terms or scope of this Agreement, the Consultant must notify KDOT in writing of this opinion if extra compensation is desired.
- (4) If in the Consultant's opinion such orders would require the discarding or redoing of services which was based upon earlier direction or approvals, the Consultant must notify KDOT in writing if this opinion, and that extra compensation is desired, along with a copy to the LPA.
- (5) Such notification shall include the justification for the claim for extra compensation and the estimated amount of additional fee requested.
- (6) The KDOT will review the Consultant's submittal and, if acceptable, approve a supplement to this Agreement. Services for extra work may only proceed upon authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

V. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION ENGINEERING STANDARDS

- (1) All services performed under this Agreement shall be done in accordance with the current standard practices of KDOT as contained in the Contract Documents, Manuals, guides and written instructions of KDOT.
- (2) No variations will be permitted except by written order from KDOT.

B. REVISION OF SPECIFICATIONS AND PLANS

- (1) KDOT may, by written notice and without invalidating this Agreement, make changes in the Specifications, Construction Contract, Plans or Special Provisions resulting in the revision or abandonment of services already performed by the Consultant or resulting in work by the Consultant not contemplated in the Agreement.
- (2) Claims by the Consultant for compensation for services resulting from such revisions shall be submitted and processed in accordance with Section IV of this Agreement.

C. OWNERSHIP OF DOCUMENTS

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of the Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
- (2) All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant; and Secretary shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and Secretary.

D. CONTINGENT FEES

- (1) The Consultant warrants they have not employed or retained any company or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty KDOT in consultation with the LPA shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

- (1) It is also understood and agreed the Project plans, Specifications, Special Provisions, and Construction Contract Proposal, as available, and the Agreement Estimate and other Special Attachments (Index provides List of Special Attachments and specifically includes Nondiscrimination in Employment) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. ACCESS TO RECORDS

- (1) The Consultant and subcontractors to the Consultant if any, agree to maintain for inspection and audit by the LPA, and KDOT all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of the Agreement and for three (3) years from the date of the completion of the project and to furnish copies thereof if requested.
- (2) If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
- (3) The Consultant will maintain these materials at the Consultant's offices noted in the Specific Construction Provisions.

G. LEGAL RELATIONS

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under this Agreement.

H. WORKER'S COMPENSATION AND OTHER EMPLOYEES PROVISIONS

- (1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.

I. ERRORS AND OMISSIONS

- (1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under the Agreement, and shall promptly make necessary

revisions or corrections resulting from their negligent acts, errors, or omissions without additional compensation.

- (2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The Consultant shall be responsible for any damages incurred as a result of their errors, omissions or negligent acts and for any losses or costs to repair or remedy construction.

J. CONFLICT OF INTEREST

- (1) The Consultant warrants they have no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction contractor's responsibility on this Project.
- (2) The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

K. CONTRACTUAL PROVISIONS ATTACHMENT

- (1) The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

L. HOLD HARMLESS CLAUSE

- (1) The Consultant hereby expressly agrees to save the Secretary and the LPA and the Secretary's and the LPA's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgements and damages to persons or property caused by the Consultant, it's 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.
- (2) The LPA hereby expressly agrees to save the Secretary and the Secretary's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, it's agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.

M. BINDING AGREEMENT

- (1) It is further understood this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMEND FOR APPROVAL:

Abilene City Engineer

APPROPRIATE LOCAL OFFICIAL:

Brenda Ann Bauer
Mayor of Abilene

ATTEST:

Penny Soukup
Abilene City Clerk



ATTEST:

BY: Ann Sudek
Name

Schwab-Eaton, P.A.
Consultant

TITLE: Administrator

Bruce J. Page 4/30/14
Name (Date)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P. E. (Date)
Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Certification
Special Attachment No. 3	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994
Special Attachment No. 4	Contractual Provisions Attachment
Special Attachment No. 5	Listing of KDOT Certified Inspectors
Special Attachment No. 6	Estimate of Engineering Fee
Special Attachment No. 7	Certification of Final Indirect Cost
Special Attachment No. 8	Tax Clearance Certificate
Special Attachment No. 9	Certificate of Compliance with K.S.A. 46-239 (c)

SPECIFIC CONSTRUCTION PROVISIONS

I. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

- (1) Attend all conferences designated by KDOT, or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Construction Office.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this 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 this 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 Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's 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/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 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 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 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 KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (11) Return, upon completion or termination of this Agreement, all manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by 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 KDOT. The letter should contain such items as the following:
 - a. Earthwork and Culverts
 1. A revised list of benchmarks
 2. Location of government benchmarks
 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

B. SERVICES TO BE PROVIDED BY THE SECRETARY

- (1) The Secretary agrees to:
 - a. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and

other information and data considered by KDOT to be necessary to enable the Consultant to perform the services under this Agreement, for the Project to the same standards required of KDOT's personnel.

- b. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the services under this Agreement to the same standards required of KDOT'S personnel.
 - c. 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.
 - d. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
 - e. 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.
 - f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
 - g. 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 this Agreement in conformance with standard construction engineering practices of KDOT.
- (2) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

II. PROSECUTION AND PROGRESS

- A. It is anticipated that the services to be performed under the construction contract will start in 2014, and be completed by 2014.
- B. The Consultant shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project

Manager or Chief Inspector until proper documentation is submitted and accepted.

III. BASIS OF PAYMENT

- A. Compensation of services provided by the Consultant under the terms of the Agreement shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of **\$10,005.25**. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for services detailed in this Agreement shall be **\$92,600.00**.
- B. Compensations for services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra work has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the work. If extra work has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- C. The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this agreement has been audited by KDOT.
- D. The Secretary will reimburse the Consultant for the approved vouchered amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for work detailed in the Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- E. If the Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed the Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental). The LPA will reimburse KDOT for fees vouchered by the Consultant and approved by KDOT up to the upper limit of compensation in the Agreement that may exceed the

FHWA's approved amount unless provisions are provided for payment under state law.

IV. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Mr. Dale Hershberger, P.E., whose work address is 731 West Crawford, Clay Center, Kansas 67432 and work telephone is 785-632-3108.
- (2) The Project Engineer/Project Manager for the Consultant will be Mr. Dave Beach, P.E., Certification Number 191 (expiration date is 11/17/2016), whose work address is 1125 Garden Way, Manhattan, Kansas 66502 and work telephone is 785-539-4687.
- (3) The Chief Inspector for the Consultant will be Mr. Arnie Valdemar, Certification Number 928 (expiration date is 1/12/2016), whose work address is 1125 Garden Way, Manhattan, Kansas 66502 and work telephone is 785-539-4687.
- (4) The contact person for the LPA will be Mr. Lon Schrader whose work address is 419 North Broadway, Abilene, Kansas 67410 and work telephone is 785-263-3594.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 1125 Garden Way, Manhattan, Kansas 66502, for a period of three (3) years following final Agreement payment.

**CERTIFICATION
CERTIFICATION OF CONSULTANT**

I hereby certify that I am the President and duly authorized representative of the firm of Schwab-Eaton, P.A., whose address is 1125 Garden Way, Manhattan, Ks, 66502 and that neither I nor the above firm I here represent has:

- (a) employed or retained for the commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of the Kansas Department of Transportation in connection with this agreement and is subject to applicable state and federal laws, both criminal and civil.

4/30/14

(Date)

Bruce J. Fagan

(Signature)

**CERTIFICATION OF THE DEPUTY SECRETARY AND
STATE TRANSPORTATION ENGINEER**

I hereby certify that I am the Deputy Secretary for Engineering and State Transportation Engineer of the State of Kansas and that the above Consultant or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

(Date)

By: _____
Jerome T. Younger, P. E.
Deputy Secretary and
State Transportation Engineer

CERTIFICATION OF ABILENE

We hereby certify that we are the above-noted City's Appropriate Local Officials authorized to sign for the City and the Consultant noted in Sheet 1 of this Special Attachment or his representative has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or,
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as herein expressly stated (if any):

We acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

May 12, 2014
(Date)

Brenda Timbo
Mayor of Abilene

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

60 Working Days

1 of 2

**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

Summary Total of Direct Payroll Costs

<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
for
ESTIMATE OF ENGINEERING FEE
CITY OF ABILENE
PROJECT NO. 15-21 KA-2612-01**

EXHIBIT "A"

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

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239 (c)

Kansas law (K.S.A. 46-239 (c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

or

No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: Bradley J Fagan
Bradley J Fagan

Date: 4/30/14

Contract/

Project No: 15-21 KA-2612-01
(if applicable)

County: Dickinson
(if applicable)