

RESOLUTION NO. 072814-2

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH KAW VALLEY ENGINEERING, INC. FOR THE 2014 KLINK PROJECT

WHEREAS, the City Commission desires to enter into a Supplemental Agreement with Kaw Valley Engineering, Inc. for the purposes of providing additional services regarding public information and construction inspection activities related to the proposed milling and asphalt overlay improvements on the 2014 Buckeye KLINK Project.

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

Section 1. Supplemental Agreement. That Supplemental Agreement No. 1 with Kaw Valley Engineering, Inc. and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A**.

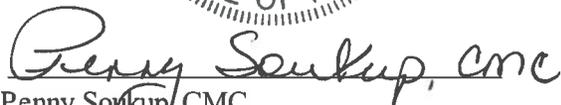
Section 2. Implementation. The City Manager is hereby authorized to execute Supplemental Agreement No. 1 with Kaw Valley Engineering, Inc., and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of July, 2014.



ATTEST:


Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By:

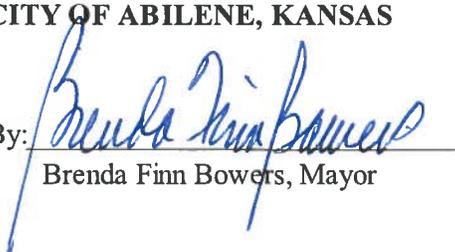

Brenda Finn Bowers, Mayor

EXHIBIT A

Supplemental Agreement No. 1

Kaw Valley Engineering, Inc.

(KLINK Buckeye Avenue)

July 28, 2014

Supplemental Agreement #1
to the
Agreement for Preliminary Engineering Services
2014 Buckeye KLINK Project
City of Abilene, Kansas

This "Supplemental Agreement #1", made this 29th, day of July, 2014, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of additional services regarding public information and construction inspection activities for proposed milling and asphalt overlay improvements on the 2014 Buckeye KLINK Project (hereinafter "Project");

The following are additional services as requested by the City to supplement the original **SCOPE OF SERVICES – PHASE I** and are proposed to be made a part of the Agreement for Preliminary Engineering Services:

SCOPE OF SERVICES – PHASE II

Upon execution of a contract for construction, the Consultant shall provide the following outlined services:

1. Property Owner Notifications & Utility Coordination - The Consultant shall provide a KDOT prequalified Construction Inspector who shall perform door-to-door notification to all adjacent and affected residences and businesses on the day prior to traffic control setups at each phase of construction. The Consultant shall also conduct prior notification and coordination with all affected utilities and railroads regarding schedule for construction activities and flagger/traffic control requirements.
2. Daily Construction Observation & Contract Reports - The Consultant shall provide a KDOT prequalified Construction Inspector to perform daily field inspection of construction activities, complete project coordination and daily inspection reports and enforce conformance to the contract documents and specifications. The provided Construction Inspector shall also be available to the public for providing guidance and answering questions while on-site during contracted construction activities.
3. Materials Testing & Certification - The Consultant shall provide a KDOT-certified Asphalt QA/QC Technician to perform materials testing of plant mix bituminous materials at the project site, at the source asphalt plant and at supplying quarries, as well as determining approval of certifications for all ingredient materials, for conformance to the contract documents and specifications.
4. Contract Final Observation & Documentation - The Consultant shall perform final project observation, punchlist preparation, pay request review and contract administration/documentation as per the contract documents for conformance to the contract documents and specifications and Project close-out.

COMPENSATION

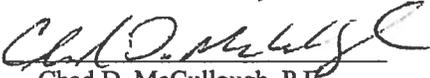
The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project in accordance with the "Fee Schedule - Phase II Inspection & Testing Services" included with this Supplemental Agreement #1. For the purposes of this Supplemental Agreement #1, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project shall be \$16,356.43. The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said "Fee Schedule - Phase II Inspection & Testing Services". An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty (30) days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these Scope of Services for Phase II of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Supplemental Agreement #1 as of the date first above written.

Consultant:

KAW VALLEY ENGINEERING, INC.

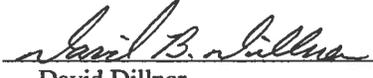
By: 
Chad D. McCullough, P.E.

Title: Project Manager

Date: 7/21/14

City:

CITY OF ABILENE

By: 
David Dillner

Title: City Manager

Date: 7/29/14

FEE SCHEDULE - Phase II Inspection & Testing Services

2014 Buckeye KLINK Project

City of Abilene, Kansas

1. Property Owner Notifications & Utility Coordination -

Direct Salary:

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$32.00	8	<u>256.00</u>
			\$256.00

2. Daily Construction Observation & Contract Reports -

Direct Salary:

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Project Manager	\$40.00	4	\$160.00
Supervisor of Field Services	\$32.00	120	<u>3,840.00</u>
			\$4,000.00

3. Materials Testing & Certification -

Direct Salary:

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$32.00	8	\$256.00
Materials Technician II	\$16.00	4	64.00
Administrative Assistant II	\$13.00	2	<u>26.00</u>
			\$346.00

4. Contract Final Observation & Documentation -

Direct Salary:

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Project Manager	\$40.00	4	\$160.00
Supervisor of Field Services	\$32.00	12	384.00
Administrative Assistant II	\$13.00	2	<u>26.00</u>
			\$570.00

Direct Expense:

Inspection Truck Mileage -	900	miles @	\$0.50	=	<u>\$450.00</u>
					\$450.00

Total Direct Salary for Phase II Inspection & Testing	=	\$5,172.00
Salary Related and General Overhead (179.59%)	=	<u>\$9,288.39</u>
Subtotal	=	\$14,460.39
Net Fee (10%)	=	\$1,446.04
Total Direct Expenses for Phase II Inspection & Testing	=	<u>\$450.00</u>
Total for Phase II Inspection & Testing	=	\$16,356.43