

RESOLUTION NO. 090814-3

A RESOLUTION APPROVING AN AGREEMENT WITH APAC-KANSAS, INC., SHEARS DIVISION CONCERNING THE 2014 KLINK RESURFACING PROJECT

WHEREAS, the City Commission desires to enter into an Agreement with APAC-Kansas, Inc., Shears Division for the purposes of implementing the 2014 KLINK Resurfacing Project on Buckeye Avenue.

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

Section 1. Agreement. That an Agreement between APAC-Kansas, Inc., Shears Division and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A**.

Section 2. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, 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 8th day of September, 2014.



Penny Soukup
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *Brenda Finn Bowers*
Brenda Finn Bowers, Mayor

EXHIBIT A

Agreement

APAC-Kansas, Inc., Shears Division

and the

City of Abilene, Kansas

(2014 KLINK Resurfacing Project)

September 8, 2014

Authority to Award KLINK Project

Date 08/22/2014

City of Abilene

Project Number 21 U-0181-01

The BLP has reviewed the bid documents for the referenced project and concurs with the City's recommendation to award the contract to APAC-Kansas Inc. for \$168376.94.

After the contract has been approved by the City and signed by all parties, please forward an electronic copy of the signed contract and pertinent documents to the Bureau of Local Projects (via email). Also, please forward the below-listed milestone dates as they occur

- Notice to Proceed Date
- Actual Work Start Date (may be the same as the Notice to Proceed)
- Date Work Completed
- Notice of Acceptance Date (from KDOT Area Engineer)



Tod Salfrank
Fri Aug 22 2014 14:59:01

Tod Salfrank
Associate Road Engineer
(785) 368-7396
salfrank@ksdot.org

2319 N. Jackson, PO Box 1304
Junction City, Kansas 66441
www.kveng.com



Tel: 785-762-5040
Fax: 785-762-7744
E-mail: JC@kveng.com

KAW VALLEY ENGINEERING, INC.

August 22, 2014
A13D6451

Lon Schrader, Public Works Director
City of Abilene
419 N. Broadway
Abilene, Kansas 67410

**RE: 2014 Buckeye (K-15) KLINK Project
K-15 (Buckeye Avenue) from SE 8th Street to NE 13th Street
KDOT Proj. No. 21 U-0181-01
Recommendation of Award**

Dear Mr. Schrader:

Upon receipt of the opened bids for the above referenced project, I have checked all bids for computational errors and have found all of the submitted bids to be free of errors. I have also checked all bid proposals for collusion and fraud and have found no issues. I recommend that the City of Commission of the City of Abilene move to award this contract to APAC-Kansas, Inc. in the amount of \$168,376.94 as the lowest and best bid submitted for this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad D. McCullough', is written over the typed name.

Chad D. McCullough, P.E.
Project Manager

other locations

Kansas City, Missouri • Lenexa, Kansas • Salina, Kansas

BID TABULATION SHEET

KAW VALLEY ENGINEERING, INC.
 2319 North Jackson, PO Box 1304
 Junction City, KS 66441
 Tel: 785-762-5040

KLINK 1R RESURFACING PROJECT, FY 2014
 K-15 (BUCKEYE AVENUE) FROM SE 8TH STREET TO NE 13TH STREET
 CITY OF ABILENE, KANSAS
 KDOT PROJECT NO. 21U-0181-01

Project No.: A13D6451

Date: August 20, 2014

Page: 1 of 1

Item	Qty	Unit	Engineer's Estimate		APAC-Kansas, Inc., Shears		Shilling Construction Co., Inc.		Bayer Construction Co., Inc.		Total Price
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1. Mobilization	1	L.S.	\$20,000.00	\$20,000.00	\$4,575.22	\$4,575.22	\$5,400.00	\$5,400.00	\$19,000.00	\$19,000.00	
2. Milling (2")	11,380	S.Y.	\$3.00	\$34,140.00	\$1.00	\$11,380.00	\$2.60	\$29,588.00	\$22.25	\$25,605.00	
3. Concrete Pavement (8") (AE)*	46	S.Y.	\$72.00	\$3,312.00	\$166.65	\$7,665.90	\$140.00	\$6,440.00	\$80.00	\$3,680.00	
4. Temporary Surfacing Material	20	S.Y.	\$22.00	\$440.00	\$12.55	\$251.00	\$21.00	\$420.00	\$25.00	\$500.00	
5. Pavement Marking	1	L.S.	\$15,000.00	\$15,000.00	\$18,900.00	\$18,900.00	\$12,400.00	\$12,400.00	\$9,875.00	\$9,875.00	
6. Traffic Control	1	L.S.	\$16,000.00	\$16,000.00	\$20,475.00	\$20,475.00	\$23,200.00	\$23,200.00	\$30,000.00	\$30,000.00	
7. HMA - Commercial Grade (Class A)	1,362	Tons	\$78.00	\$106,236.00	\$69.93	\$95,244.66	\$91.40	\$124,486.80	\$80.00	\$108,960.00	
8. Manhole Frame and Cover Replacement*	8	Ea.	\$800.00	\$6,400.00	\$549.17	\$4,393.36	\$724.00	\$5,792.00	\$1,000.00	\$8,000.00	
9. Water Valve Frame and Cover Replacement*	10	Ea.	\$600.00	\$6,000.00	\$549.18	\$5,491.80	\$346.00	\$3,460.00	\$1,000.00	\$10,000.00	
TOTAL BID USING ASPHALT SURFACING				\$207,528.00		\$169,376.94		\$211,186.80		\$215,620.00	

* Denotes Non-Participating Item per KDOT's KLINK Program Guidelines

KDOT Participating Subtotal = \$191,816.00
 KDOT Non-Participating Subtotal = \$15,712.00
 TOTAL = \$215,620.00

**00531
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2014, by and between City of Abilene, Kansas hereinafter called "OWNER," and APAC-Kansas, Inc., Shears (name of Contractor) (an individual) (a corporation) (a partnership), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____ KLINK 1R Resurfacing Project, FY 2014, K-15 (Buckeye Avenue) from SE 8th Street to NE 13th Street, City of Abilene, Kansas (KDOT Project No. 2IU-0181-01)

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 168,376.94, or as shown in the bid schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) General Conditions
- (G) SUPPLEMENTAL GENERAL CONDITIONS
- (H) Payment BOND
- (I) Performance BOND
- (J) NOTICE OF AWARD

- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (M) DRAWINGS prepared by Kaw Valley Engineering, Inc., numbered 1 through 25, and dated July 17, 2014.
- (N) SPECIFICATIONS prepared or issued by Kaw Valley Engineering, Inc. dated July 2014.
- (O) ADDENDA
 - No. _____, dated _____
 - No. _____, dated _____
 - No. _____, dated _____
 - No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement is 4 copies, each of which shall be deemed an original on the date first above written.



(SEAL)

ATTEST:

Penny Soukup
 Name (please type) Penny Soukup
 Title City Clerk

OWNER:

City of Abilene
 By Brenda Finn Bowers
 Name (please type) Brenda Finn Bowers
 Title Mayor

CONTRACTOR:

By _____

Name (please type) _____

Address _____

(SEAL)

ATTEST:

Name (please type) _____

END OF SECTION 00531

00332
BID

Proposal of APAC-KANSAS, INC., SHEARS DIVISION (Hereinafter called "BIDDER"),
organized and existing under the laws of the State of KANSAS doing business
as * A CORPORATION

*Insert "a corporation", a partnership", or "an individual" as applicable.

to the City of Abilene (Hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for the construction of KLINK 1R Resurfacing Project, FY 2014, K-15 (Buckeye
Avenue) from NE 8th Street to NE 13th Street, City of Abilene, Kansas (KDOT Project No.
2IU-0181-01)

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at
the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto
certifies as to his own organization, that this BID has been arrived at independently, without
consultation, communication, or agreement as to any matter relating to this BID with any other
BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified
in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 working days
thereafter. BIDDER further agrees to pay as liquidated damages, the sum of
\$ 500.00 for each consecutive calendar day thereafter as provided in Section 15 of the
General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 - 8/5/14

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the

following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include all applicable taxes including sales tax and fees. Unit prices shall be used in the case of errors in calculating bids.

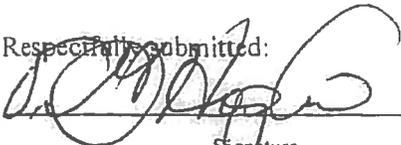
No.	Item	Quantity	Unit	Unit Price	Total
1.	Mobilization	Lump Sum		\$ 4,575.22	\$ 4,575.22
2.	Milling (2")	11,380	S.Y.	\$ 1.00	\$ 11,380.00
3.	Concrete Pavement (8") (AE)*	46	S.Y.	\$ 166.65	\$ 7,665.90
4.	Temporary Surfacing Material	20	S.Y.	\$ 12.55	\$ 251.00
5.	Pavement Marking	Lump Sum		\$ 18,900.00	\$ 18,900.00
6.	Traffic Control	Lump Sum		\$ 20,475.00	\$ 20,475.00
7.	HMA - Commercial Grade (Class A)	1,362	Tons	\$ 69.93	\$ 95,244.66
8.	Manhole Frame and Cover Replacement*	8	Ea.	\$ 549.17	\$ 4,393.36
9.	Water Valve Frame and Cover Replacement*	10	Ea.	\$ 549.18	\$ 5,491.80
TOTAL OF BID.....					\$ 168,376.94

* Denotes Non-Participating Item per KDOT's KLINK Program guidelines

KDOT Participating Subtotal = \$ 150,825.88

KDOT Non-Participating Subtotal = \$ 17,551.06

Respectfully submitted:



Signature

V.G. Hopkins, Vice-President

Title

PO BOX 1095, SALINA KS 67402-1095

Address

AUGUST 20, 2014

Date

License Number (if applicable)

(SEAL - if BID is by a corporation)

Attest 



END OF SECTION 00332

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-KANSAS, INC., SHEARS DIVISION

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA

as Surety, hereinafter called the Surety, are held and firmly bound unto THE CITY OF ABILENE KS

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE BASE AMOUNT BID

Dollars (\$ 5% OF BID),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for KLINK 1R RESURFACING PROJECT, FY 2014 K-15 (Buckeye Ave) from SE 8th St to NE 13th St, KDOT Ref. 21U-0181-01 NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of AUGUST, 2014

(Witness)

APAC-KANSAS, INC.,
SHEARS DIVISION
(Principal) (Seal)

V.G. Hopkins (Title) Vice-President

Granda M. Graw
(Witness)

FEDERAL INSURANCE COMPANY
(Surety) (Seal)
James D. Hendrix
James D. Hendrix (Title) Attorney-In-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

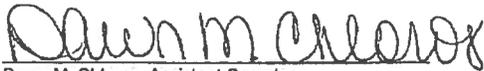
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

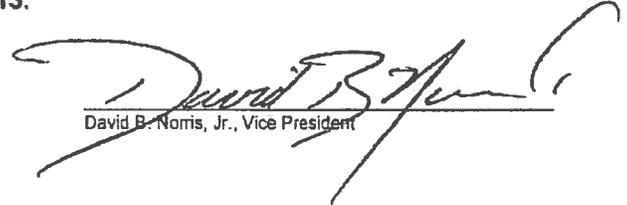
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Chad A. Girard, Ross A. Weber, V.G. Hopkins, James D. Hendrix, Dean McDaniel, L. James Ralston, Tom Stivers, Randall K. Hattesoehl and Steven L. Collins of Hutchinson, Kansas**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC - Kansas, Inc. (DBA - Shears Division)** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **23rd day of April, 2013.**



Dawn M. Chloros, Assistant Secretary



David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

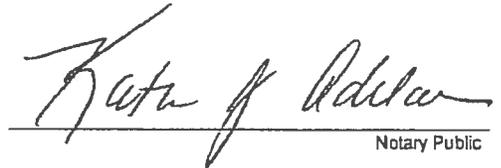
County of Somerset

On this **23rd day of April, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014**



Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **20th day of August, 2014**





Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com