

RESOLUTION NO. 121415-2

A RESOLUTION APPROVING AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES FOR THE 2016 KLINK PROJECT ON BUCKEYE AVENUE

WHEREAS, the Kansas Department of Transportation (“KDOT”) has designated funds from its 2017 KLINK Program for the purposes of resurfacing a portion of Buckeye Avenue from 21st Street to 2400 Avenue; and

WHEREAS, the City Commission desires to enter into an Agreement for Preliminary Engineering Services with Kaw Valley Engineering, Inc. (“Consultant”) for the purposes of designing the Project and preparing it to be let to bid in 2016.

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

SECTION ONE. Agreement. That an Agreement for Preliminary Engineering Services with Consultant is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. 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 THREE. 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 14th day of December, 2015.



ATTEST:

CITY OF ABILENE, KANSAS

By: 
Dennis P. Weishaar, Mayor

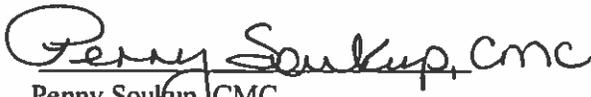

Penny Soukup, CMC
City Clerk

EXHIBIT A

Agreement for Preliminary Engineering Services

**2017 KDOT KLINK Program
(21st Street to 2400 Avenue)**

Kaw Valley Engineering, Inc.

December 14, 2015

Agreement for Preliminary Engineering Services
2016 Buckeye KLINK Project – NE 21st Street to North City Limits
City of Abilene, Kansas

This "Agreement", made this 14th, day of December, 2015, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of professional surveying and engineering services to complete the surveying, design and bidding assistance for proposed milling and asphalt overlay improvements on the 2016 Buckeye KLINK Project (hereinafter "Project");

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall provide the following services to the City as set forth below;

SCOPE OF SERVICES – PHASE I

Upon execution of this Agreement, the Consultant shall provide the following outlined services:

1. **Design Surveying, R/W Determination & Block Corners** – The Consultant shall perform field surveys consisting of establishment of horizontal and vertical control, recovery or establishment of section corners and ¼-section corners bounding the Project, establishment of Project centerline control and benchmarks, research of deeds and easements affecting the Project, and land surveying as necessary to determine right-of-way and easement lines, complete topographic survey of the Project site to the back of sidewalk including utility locations, cross-sections of the existing roadway, curb and gutter, sidewalk, drive entrances, alley and side street intersection returns, signals, signage and drainage structures. Upon determination of the existing right-of-way, the Consultant will set monuments at the block corners and other useful locations as desired by the City. The Consultant shall also provide AutoCAD drafting of field survey data for use in plan production for the Project. All surveying shall be done in the coordinate system used by the Dickinson County GIS Department and all AutoCAD files shall be provided to the Dickinson County GIS Department upon completion of the As-Built Plans.
2. **Coordination with KDOT & Utilities** – The Consultant shall initiate correspondence with all encountered utilities having potential conflicts or affected facilities in order to coordinate any incorporated improvements, utility adjustments and/or relocations necessary to accommodate KDOT requirements and completion of the work in advance of the Project's scheduled bid letting. The Consultant shall distribute plans to all affected utilities and maintain close contact with those having facilities impacted by the Project such that all parties are aware of the scope of improvements, traffic control plan, construction sequencing activities, and anticipated schedule.
3. **Office Check Plans & Estimate** – The Consultant shall develop Office Check Plans and Estimate of Probable Construction Cost per KDOT requirements for submittal to KDOT and the City for Office Check reviews. Office Check plans shall contain all plan drawings, construction sequencing, traffic control plans, pavement marking plans, summary of quantities and standard detail sheets to constitute a full set of construction plans. The Consultant shall make any plan revisions requested as a result of said Office Check reviews by the City and KDOT.
4. **Final Plans, Contract Documents & Estimate** – The Consultant shall develop Final Plans, Contract Documents and Engineer's Estimate per KDOT requirements for submittal to KDOT

DISPUTE RESOLUTION

All claims, disputes, and other matters of controversy between City and Consultant arising out of, or in any way related to, this Agreement or the services performed by Consultant will be submitted to non-binding mediation as a condition precedent to litigation. If a dispute arises from matters related to the services provided under this Agreement and that dispute requires litigation, then the claim shall be brought and tried in a judicial jurisdiction in the State of Kansas.

TERMINATION BY CAUSE

This Agreement may be terminated by the City upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms set herein. If this Agreement is so terminated, the Consultant shall be paid for any approved final product delivered through the effective date of termination per the compensation arrangement set forth in this Agreement.

CONTRACT PROVISIONS

A. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement, and such records as may be deemed necessary by the City to assure the property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement, unless permission to destroy them is granted by the City. It is understood that all pertinent records shall be accessible to the Kansas Department of Transportation and the Federal Highway Administration.

B. Consultant Compliance with Local, State, and Federal Laws

1. Title VI of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601). No person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal Funds.
3. Section 504 of the Rehabilitation Act of 1973, (Pub. L. 83-112) as amended and implementing regulations when published for effect. No otherwise qualified individual shall, solely by reasons of his or her disability, be excluded from participation in (including employment), denied program benefits of or be subjected to discrimination under any program or activity receiving Federal funds.
4. Age Discrimination Act of 1975, (Pub. L. 94-135) as amended and implementing regulations when published for effect. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. Interest of Members of the City

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to insure compliance.

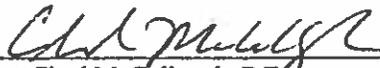
D. Interest of the Consultant and Employees

The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services thereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

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

Consultant:

KAW VALLEY ENGINEERING, INC.

By: 
Chad McCullough, P.E.

Title: Project Manager

Date: 12/2/15

City:

CITY OF ABILENE

By: 
Dennis P. Weishaar

Title: Mayor

Date: 12-14-15

FY2017 Buckeye KLINK
 21st Street to 2400 Avenue (North City Limits)
 City of Abilene, Kansas

5/17/2015

Preliminary Total Project Cost Estimate

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Mobilization	1	Lump Sum	\$20,000.00	\$20,000.00
2	Milling (2") (Mainline)	18,734	Sq. Yd.	3.00	56,202.00
3	Milling (2") (Sideroads)	1,008	Sq. Yd.	10.00	10,080.00
4	Temporary Surfacing Material	100	Tons	22.00	2,200.00
5	Pavement Marking	1	Lump Sum	24,000.00	24,000.00
6	Traffic Control	1	Lump Sum	36,000.00	36,000.00
7	HMA - Commercial Grade (Class A) (Mainline)	2,061	Tons	80.00	164,880.00
8	HMA - Commercial Grade (Class A) (Sideroads)	111	Tons	100.00	<u>11,100.00</u>

PRELIMINARY CONSTRUCTION COST = \$324,462.00

Contingencies (10%) = \$32,446.20
 Engineering (100% City) = 18,000.00
 Construction Inspection (25% City) = 24,000.00

PRELIMINARY TOTAL PROJECT COST = \$398,908.20

KDOT Breakdown

KDOT Participating Total (Includes Construction, Contingencies & Construction Insp.) = \$380,908.20
 KDOT 75% Share of Participating Items = \$285,681.15
 KDOT Maximum per KLINK Program guidelines = \$300,000.00

City Breakdown

City Project Total (Remainder of Total Project Cost less KDOT 75% Share) = \$113,227.05



Google earth

FY 2017 Buckeye KLINK
Proposed Project Limits

Google earth

miles
km



Fiscal Year 2017 KLINK Recommended Program

District	County	City	Project Location	Project Cost	State \$
1	Lyon	Emporia	US-50 from Graphic Arts Road East to Prairie Street	\$483,584.94	\$241,792.47
1	Douglas	Lawrence	US-59 (Iowa St.) from N. of 31st St. North to S. of 23rd St.	\$643,668.00	\$300,000.00
1	Marshall	Marysville	US36 (Center Street) from 4th St. East to 17th St.	\$553,420.14	\$300,000.00
2	Dickinson	Abilene	K-15 (Buckeye Ave.) from 21st Street to 2400 Ave. (North City Limits)	\$380,520.50	\$285,390.37
2	Geary	Junction City	K-57 (Washington Street) from 6th Street North to 14th Street	\$524,978.40	\$262,489.20
2	Marion	Marion	K-256 from West side of Locust Street East to City Limits @ Eisenhower St.	\$295,167.60	\$221,375.70
2	McPherson	McPherson	US-56 (Kansas Ave) from Maxwell St. East to Eby St.	\$253,430.05	\$91,630.82
3	Thomas	Colby	US-24 from 300' West of the intersection of K-25/US-24 Intersection West 2,850'	\$1,331,247.37	\$300,000.00
4	Montgomery	Coffeyville	US 166 from West City Limit East to Overlook Street	\$451,062.01	\$300,000.00
4	Montgomery	Independence	U.S. 75 from Chestnut St. North to Oak St.	\$508,582.00	\$300,000.00
4	Crawford	Pittsburg	K-126 (4th Street) from KCS Overpass East to Free King Hwy.	\$610,339.55	\$300,000.00
5	Cowley	Arkansas City	US-77 from the Arkansas River Bridge North to the US-77/US-166 Intersection	\$612,704.82	\$300,000.00
5	Butler	El Dorado	K-254 (Central Ave.) from Jones Street to Summit Street	\$403,933.82	\$201,966.91
5	Barton	Great Bend	US-56 from Kennedy St. to McKinley St.; US-281 from 2nd St. to 10th St. and 19th St. to 24th St.; and K-96 from 10th Street to NW City Limits	\$687,427.10	\$300,000.00
5	Kingman	Kingman	US-400/US-54 from West of Lincoln Street East to Approximately 175' West of Chariton Street	\$433,400.00	\$300,000.00
5	Pawnee	Larned	US 56 (Trail Street) from west of K-19 (Broadway Street) Southwest 0.09 mile	\$449,606.75	\$300,000.00
5	Rice	Lyons	US-56 (Main Street) from Walnut Avenue East to City Limits and K-96 (South Grand) from the Main St./Grand St. Intersection East to City Limits	\$400,087.00	\$300,000.00
5	Sedgwick	Wichita	EB K-42 from Floodway Bridge to NE Junction of I-235	\$740,723.47	\$300,000.00
5	Cowley	Winfield	US-160 (9th St.) from Loomis Street East to College Street and US-77 (Main St.) from 6th Avenue North to Manning Street.	\$639,038.40	\$300,000.00
6	Meade	Fowler	K-98 from the north side of the RR tracks to the south curb return of E. 6 th Street	\$386,510.00	\$289,882.00
6	Finney	Garden City	K-156 (Kansas Avenue) from 350 feet West of Crestway Drive East to 550 feet East of Crestway Drive	\$751,296.00	\$300,000.00
6	Ness	Ness City	US-283 (Pennsylvania Ave.) from South side of Main Street to South side of Chestnut Street	\$399,999.60	\$300,000.00
TOTAL				\$11,940,727.52	\$6,094,527.47