

RESOLUTION NO. 101116-2

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH KAW VALLEY ENGINEERING, INC. FOR CONSTRUCTION INSPECTION AND MATERIALS TESTING FOR THE 2016 BUCKEYE KLINK PROJECT

WHEREAS, the City Commission approved Resolution No. 121415-2 for preliminary engineering for the 2016 Buckeye KLINK Project ("Project");

WHEREAS, the City Commission approved Resolution No. 042516-3 approving an Agreement with the Kansas Department of Transportation for the Project; and

WHEREAS, the City Commission desires to enter into Supplemental Agreement No. 1 ("Agreement") with Kaw Valley Engineering, Inc. ("Consultant") for construction inspection and material testing services for the Project.

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

SECTION ONE. Agreement. That an Agreement 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 11th day of October, 2016.



ATTEST:

Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *Dee Marshall*
Dee Marshall, Mayor

EXHIBIT A

Supplement Agreement No. 1

Kaw Valley Engineering, Inc.

October 11, 2016

Supplemental Agreement #1
to the
Agreement for Preliminary Engineering Services
2016 Buckeye KLINK Project
City of Abilene, Kansas

This "Supplemental Agreement #1", made this 11th, day of October, 2016, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of additional services related to construction inspection and materials testing activities for the 2016 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 \$20,792.00. 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.

City:
CITY OF ABILENE

By: Chad D. McCullough
Chad D. McCullough, P.E.

By: David Dillner
David Dillner

Title: Project Manager

Title: City Manager

Date: 9/23/16

Date: 10/13/16

FEE SCHEDULE - Phase II Inspection & Testing Services
 2016 Buckeye KLINK - 21st Street to 2400 Avenue (NCL)
 City of Abilene, Kansas

1. Property Owner Notifications & Utility Coordination -

Direct Salary:

<u>Employee Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Senior Engineering Technician	\$75.00	8	<u>600.00</u>
			\$600.00

2. Daily Construction Observation & Contract Reports -

Direct Salary:

<u>Employee Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Project Manager	\$125.00	8	\$1,000.00
Senior Engineering Technician	\$75.00	160	<u>12,000.00</u>
			\$13,000.00

3. Materials Testing & Certification -

Direct Salary:

<u>Employee Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$90.00	8	\$720.00
Senior Engineering Technician	\$75.00	32	2,400.00
Materials Technician II	\$70.00	16	1,120.00
Administrative Assistant II	\$40.00	4	<u>160.00</u>
			\$4,400.00

4. Contract Final Observation & Documentation -

Direct Salary:

<u>Employee Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Project Manager	\$125.00	8	\$1,000.00
Supervisor of Field Services	\$90.00	4	360.00
Senior Engineering Technician	\$75.00	8	600.00
Administrative Assistant II	\$40.00	4	<u>160.00</u>
			\$2,120.00

Direct Expense:

Inspection Truck Mileage -	1200	miles @	\$0.56	=	<u>\$672.00</u>
					\$672.00

Total for Phase II Inspection & Testing	=	\$20,792.00
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City Connecting Links "KLINK" Resurfacing Program

Fiscal Year 2017

Submittal Date

1. General Applicant Information

a. Name of City	Abilene
County of Project Location	Dickinson
Population of City	6844
State Highway of Project	K-15
b. Name and title of primary contact person <i>Should be an elected official or employee of the City</i>	Lon Schrader, Public Works Director
Address	601 NW 2nd Street, Abilene, KS 67410
Phone Number	785-263-3510
Email	pwdirect@abilenecityhall.com

2. Project Location and Description - *Attach additional sheets as necessary*

Project Location	Buckeye Avenue from 21st Street to 2400 Ave. (North City Limits) Abilene, KS
Project Length (in miles)	0.6
Project Scope (description of work: milling, overlay, etc)	2" Mill & HMA Overlay with thermoplastic pavement markings

3. Estimated Cost of the Project -

a. Construction	\$324,462.00
b. Construction Engineering/Inspection	\$24,000.00
c. Inflation Amount [(a+b) x inflation rate] (Inflation Rate 2017= 9.2%)	\$32,058.50
d. Total Estimated Cost (a+b+c)	\$380,520.50
e. Local Match* (25% or 50% minimum required, depending on population)	\$95,130.13
f. Total Requested Amount from KDOT [(d-e), not to exceed \$300,000]	\$285,390.37

**KDOT will participate in the cost of construction and construction engineering at the rate of 75% for cities with a population of less than 10,000 or 50% for cities with a population of 10,000 or greater, not to exceed \$300,000 of state funds.*

3. Coordination Information

a. Describe any known KDOT or other projects that may need coordination:

b. Has the proposed project been discussed or reviewed by any KDOT field staff? (yes/no)

No

If so, who?

Attachment Checklist

- a. Project Map
- b. Completed details cost estimate

Submit Application by mail to:

Kansas Department of Transportation
Bureau of Local Projects
Eisenhower State Office Building
700 SW Harrison, 3rd Floor West Wing
Topeka KS 66603-3745

Complete applications may also be emailed to lpeplans@ksdot.org. To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at 785.296.3861.

Submit by Email