

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, July 18, 2016

7:00 p.m.

MEETING #5042

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION BY**

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

National Day of The Cowboy

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, July 5, 2016;
2. Appropriation Ordinance No. 14, July 18, 2016;
3. Cereal Malt Beverage License:
  - a. Marco Valdez, 307 Military Avenue

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3631:** An Ordinance Establishing Bus Zones in the Vicinity of a Public School, Repealing Conflicting Ordinance and Providing Penalties for the Violation of the Provisions of this Ordinance. Report by Director of Engineering, Ray Slattery.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Consulting Service Agreement for Candletree #7 Design, PL 1603. Report by Director of Engineering Services, Ray Slattery.
2. Approval of Professional Engineering Services for Reconstruction of Runway 14-32 Design at the Dodge City Regional Airport. Report by Airport Manager, Corey Keller.
3. Approval of an Amendment to the Standard Specifications for Public Works Construction Section 103.6.00. Report by City Attorney, Brad Ralph.
4. Approval of Change Order for Building Relocation. Report by Director of Parks & Recreation, Paul Lewis.

## **OTHER BUSINESS**

### **EXECUTIVE SESSION**

Attorney - Client Matters

## **ADJOURNMENT**

**City of Dodge City  
City Commission Meeting  
July 18, 2016**

**TO:** City Manager and City Commission  
**SUBJECT:** National Day of the Cowboy Proclamation  
**INITIATED BY:** Convention & Visitors Bureau  
**AGENDA:** Proclamations

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**Recommendation:** approval of proclamation

**Background:** This is the 12<sup>th</sup> annual National Day of the Cowboy approved by the US Senate and in 10 states to date.

**Justification:** to recognize the American cowboy and the contribution to Dodge City's heritage as well as modern day culture and economy. This Proclamation has been presented and passed by both houses of the Kansas Legislature. Governor Sam Brownback came to Dodge City to sign the bill on Saturday, July 26, 2014 making Kansas the 8<sup>th</sup> state to recognize the last Saturday in July as National Day of the Cowboy in perpetuity.

The National Day of the Cowboy Organization also recognized Dodge City's work on preserving the Western way of life by awarding our community one of only 4 national awards, "The Cowboy Keeper Award" in 2014.

**Financial Considerations:** N/A

**Purpose/Mission:** the cowboy code of ethics embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism which are the basis of the City's Core Values.

**Legal Considerations:** N/A

**Attachment:** Proclamation

## PROCLAMATION

**Whereas** pioneering men and women, recognized as cowboys, helped establish the American West;

**Whereas** that cowboy spirit continues to infuse this country with its solid character, sound family values, and good common sense;

**Whereas** the cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism;

**Whereas** approximately 800,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation;

**Whereas** rodeo is the sixth most-watched sport in the United States;

**Whereas** the cowboy is an American icon;

**Whereas** to recognize the American cowboy is to acknowledge the ongoing commitment of the United States to an esteemed and enduring code of conduct; and

**Whereas** the ongoing contributions made by cowboys to their communities should be recognized and encouraged:

**Now, therefore**, be it Resolved, that Dodge City and Ford County supports the Senate of the United States in their quest to designate the 4<sup>th</sup> Saturday in July each year, and this year designates July 30, 2016, as

### **National Day of the Cowboy**

and encourages the people of Dodge City, Ford County and the United States to observe the day with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 18th day of July, 2016.

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Joyce Warshaw, Mayor

Attest:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Tuesday July 5, 2016

7:00 p.m.

MEETING #5041

## **CALL TO ORDER**

**ROLL CALL:** Mayor Joyce Warshaw, Commissioners Kent Smoll, Jan Scoggins, Brian Delzeit and Rick Sowers.

**INVOCATION** by Reverend Virgil Winkler

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

**VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).**

Cathy Reeves gave the Dodge City Public Library Quarterly Report. Thanked city staff, Chris Austin and his crew, for their help with the Library landscaping. There will be a ribbon cutting for the maker space at the Library on July 26<sup>th</sup>.

## **CONSENT CALENDAR**

Commissioner Jan Scoggins moved to add the Dodge House Restaurant CMB License approval to the consent calendar. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

1. Approval of City Commission Meeting Minutes, June 20, 2016;
2. Appropriation Ordinance No. 13, July 5, 2016;
3. Cereal Malt Beverages:
  - a. Comfort Suites, 2700 W. Wyatt Earp Blvd.
  - b. Walmart Stores, 1905 N. 14<sup>th</sup> Avenue.
  - c. Dodge House Restaurant, 2408 W. Wyatt Earp.

Commissioner Kent Smoll moved to approve the consent calendar as presented. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

**NEW BUSINESS****OTHER BUSINESS**

The draft budget was discussed with the City Commission.

Commissioner, Kent Smoll

- Commented on the firework show that was put on by the City on July 4<sup>th</sup>. Encouraged everyone that if they enjoyed the show to think about donating for next year.
- Shop local and shop often.

Commissioner, Jan Scoggins

- Thanked Cathy at the Library for the wonderful job her and her staff are doing.

Commissioner, Rick Sowers

- Echoed comments on the fireworks show. Wants to remind everyone that the cut off time for popping fireworks is 11:00 p.m. Thanks for the Fireworks Committee for their hard work.

Commissioner, Brian Delzeit

- Thanks to all of the sponsors of the fireworks show. It was a tremendous show and a lot of people come from outside of town to enjoy the show.

Mayor, Joyce Warshaw

- The weekend was fabulous. Activities at Boothill were outstanding and well attended.

**EXECUTIVE SESSION**

At 7:45 p.m. Commissioner Kent Smoll moved to adjourn to executive session to discuss Attorney Client Privilege matters, to include the City Manager and City Attorney, not to exceed 15 minutes. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

At 8:00 p.m. Commissioner Kent Smoll moved to extend the Executive Session for 15 minutes. The motion was seconded by Commissioner Brian Delzeit and the motion carried unanimously.

The regular meeting reconvened at 8:15 p.m.

**ADJOURNMENT**

Commissioner Jan Scoggins moved to adjourn the meeting, Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>81-2935270</u>		
Name <u>Marco Valdez</u>	Phone No. <u>620 339 1865</u>	Date of Birth <u>5-30-95</u>
Residence Street Address <u>1520 Hoover Way</u>	City <u>Dodge City KS</u>	Zip Code
<b>Applicant Spousal Information</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

<b>SECTION 3 - LICENSED PREMISE</b>		
<b>Licensed Premise (Business Location or Location of Special Event)</b>		<b>Mailing Address (If different from business address)</b>
DBA Name <u>Marco Antonio Valdez</u>		Name <u>Marco Valdez</u>
Business Location Address <u>307 Military Ave</u>		Address <u>1520 Hoover Way</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	
Business Phone No. <u>620 339 1865</u>	<input type="checkbox"/> I own the proposed business or special event location. <input checked="" type="checkbox"/> I do not own the proposed business or event location.	
Business Location Owner Name(s) <u>Gloria De Leon</u>		

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>21</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

# *Memorandum*

*To: City Manager  
City Commissioners*

*From: Ray Slattery,  
Director of Engineering  
Services*

*Date: July 11, 2016*

*Subject: Ordinance 3631  
Bus Zone around Bright  
Beginnings Center  
Agenda Item: Ordinances and Resolutions*

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**Recommendation:** Approve Ordinance No. 3631

**Background:** City Staff meet with the school district about moving the BUS ZONE at Bright Beginnings Early Childhood Center. The School District desires to move the location of the Bus Zone at this facility. They will be adding additional buses and the existing Bus Zone on Comanche St. is not large enough to handle the addition. The existing Bus Zone will be remarked as parking for USD 443 staff only between 7:30am to 3:30pm. The School District has indicated that staff who currently using the angle parking on 1<sup>st</sup> Ave. will be instructed to use the parking lot at Memorial Stadium.

**Justification:** Adjusting the Bus Zone as to how they will be used allows for enforcement and can relieve some confusion by drivers around the school.

**Financial Considerations:** The cost of the installation and removal of Bus Zone Signage.

**Purpose/Mission:** One of the City's core values in Safety. The Bus Zone signage will provide a safe and secure loading area for the children of the Bright Beginnings Center.

**Legal Considerations:** N/A

**Attachments:** Ordinance 3631 and a map of the area.

**Ordinance No. 3631**

AN ORDINANCE ESTABLISHING BUS ZONES IN THE VICINITY OF A PUBLIC SCHOOL, REPEALING CONFLICTING ORDINANCE AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF THE CITY OF DODGE CITY:

**Section 1:** REPEAL. Sections 2.6.11 SCHOOL BUS ZONES of Ordinance 3501, adopted on the 6th day of December, 2010, is hereby repealed.

**Section 2:** The following traffic control measures are hereby established in the vicinity of BRIGHT BEGINNINGS EARLY CHILDHOOD CENTER.

2.1.1 A **SCHOOL BUS ZONE** is hereby established during the hours of 7:30 a.m. to 3:30 p.m. along the west curb line of 1st Avenue, beginning at a point 21 feet north of the extension of the north curb line of Comanche Street and extending north for a distance of 208 feet. It shall be unlawful for any other vehicles beside School Busses to use this parking area during the established hours when school is in session.

2.1.2 A **USD 443 MARKED PARKING ZONE** is hereby established during the hours of 7:30 a.m. to 3:30 p.m. along the north side of Comanche Street, beginning 95 feet from the curb return of 1st Avenue and continuing westerly for a distance of 159 feet. It shall be unlawful for any vehicle beside USD 443 marked vehicles to use this parking area during the established hours when school is in session.

**Section 3:** This ordinance shall not repeal or alter the limits of any school zone, or school crossings.

**Section 4:** Any person convicted of a violation of the provisions of this ordinance shall be subject to penalties provided by Chapter I, Section 1-116 of the Code of the City of Dodge City.

**Section 5:** This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after posting of the appropriate signs advising the motoring public of the provisions of this ordinance. In instances that signs cannot be posted, appropriate curb markings shall be used.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 15th day of August, 2016.

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Joyce Warshaw, Mayor

Attest:

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Nannette Pogue, City Clerk



Bright Beginnings  
Early Childhood Center

Comanche St

Existing Bus Zone.  
Change to a USD 443 Marked  
Vehicle Parking Zone

1st Ave.

Proposed  
Bus Zone

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, P.E. *  
*Director of Engineering Services*  
*Date: July 11, 2016*  
*Subject: Consulting Service Agreement for  
Candletree #7 Design, PL 1603.*  
*Agenda Item: New Business*

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**Recommendation:** Approve Consulting Services Agreement with SMH Consultants, P.A. pending review by City Attorney.

**Background:** City Staff has been working with a developer to opening an area for housing using the RHID Incentive Program. SMH will provide engineering services necessary to develop preliminary platting information, develop final plat based on comments from developer and City Staff, and develop construction plans and documents necessary to construct streets, water, sewer, and storm sewer infrastructure.

**Justification:** The City has a need for additional housing and this subdivision will help in addressing the need. SMH will provide the necessary services to insure that the subdivision meets all City requirements while meeting the developer's time schedule.

**Financial Considerations:** The contract with SMH Consultants is for a not to exceed amount of \$63,999.00. this is a reimbursable expense through the RHID Program.

**Purpose/Mission:** The completion of this project will enable the City to have additional housing opportunities for new and existing citizens.

**Legal Considerations:** The City is entering into a contract with SMH Consultants and is bound by the provisions of this contract.

**Attachments:** The Consulting Services Agreement with SMH Consultants.

**CONSULTING SERVICES AGREEMENT**

Client: <u>City of Dodge City</u>	Project: <u>Candletree #6</u>
Address: <u>806 N. Second Avenue</u> <u>Dodge City, KS 67801</u>	Project Location: <u>Dodge City</u>
Telephone: <u>620-225-8106</u>	SMH Project Manager: <u>Jennifer Hancock, PE</u>
Contact: <u>Ray Slattery, Dir. Eng. Ser.</u>	
Client Job No.: _____	SMH Job No.: <u>1603DG4011</u>

This AGREEMENT is made by and between **The City of Dodge City, Kansas**, hereinafter referred to as "CLIENT", and SMH Consultants, P.A., hereinafter referred to as "CONSULTANT", for professional consulting services not presently specified under any other agreement between CLIENT and CONSULTANT. CONSULTANT agrees to provide client with requested consulting services more specifically described as follows, hereinafter referred to as the "PROJECT." The PROJECT is commonly known as:

*Candletree #7 Addition Final Plat, Sanitary Sewer Design, Water Main Design, and Residential Street Design*

The following Attachments are hereby incorporated into and made a part of this AGREEMENT:

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Lump Sum Hourly Fee Estimate
- Attachment C:
- Other:

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By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay consultant for services described herein upon receipt of invoice by CLIENT.

- FEE ESTIMATE SHOWN ON EACH SERIALLY NUMBERED WORK AUTHORIZATION
- THE HOURLY ESTIMATED LUMP TOTAL COST OF CONSULTANT'S SERVICES IS \$63,999.00

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IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

CONSULTANT

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY TO SMH CONSULTANTS, P.A.



## **GENERAL CONDITIONS**

### **SECTION I – Services by CONSULTANT**

#### **1.1 Scope of Services**

CONSULTANT shall provide the certain services under this AGREEMENT as such services are described in ATTACHMENT A. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to and with the consent and agreement of CONSULTANT, CLIENT may increase the Scope of Work. These services may include the use of outside services, outside testing laboratories and special equipment.

#### **1.2 Fees**

The Fee Estimate for the above-described services is attached hereto and made a part of this AGREEMENT as ATTACHMENT C. It is mutually understood that the Fee Estimate set forth in ATTACHMENT C is non-binding.

### **SECTION II – Payment to CONSULTANT**

#### **2.1 Payment for Personnel Services**

##### **2.1.1 Payment**

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Personnel and Reimbursable Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

##### **2.1.2 Chargeable Time**

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one (1) week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site and return to CONSULTANT's office is chargeable time; or, if more economical for CLIENT, CONSULTANT may lodge its personnel overnight near the PROJECT site in lieu of travelling back to CONSULTANT's office at the end of each day.

##### **2.1.3 Overtime Rates**

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly overtime rate as specified in ATTACHMENT B.

#### **2.2 Payment for Direct Expenses**

##### **2.2.1 Payment**

For expenses incurred directly by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in the form of a reimbursement by the CLIENT for such expenses.

##### **2.2.1 Direct Expenses**

For the purposes of this AGREEMENT, expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include, but shall not be limited to: outside services, including, but not limited to, both the services and reimbursable expenses for firms other than CONSULTANT which are necessary, in CONSULTANT's sole discretion, for the work the CONSULTANT is directed to perform; laboratory tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; special equipment expenses, including, but not limited to, the costs of the CONSULTANT locating, acquiring, leasing or renting any equipment and/or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable the CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; and per diem expense of actual costs of maintaining CONSULTANT's field personnel on or near the PROJECT site, for each day of field assignment away from CONSULTANT's office.

#### **2.3 Payment Conditions**

**2.3.1** CONSULTANT shall submit monthly invoices for all personnel services and expenses under this AGREEMENT and a final invoice upon completion of services.

**2.3.2** Invoices are due and payable upon receipt by CLIENT. Interest at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payment will first be credited to interest and then to principal.

**2.3.3** In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion.

**2.3.4** If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the disputed invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including any and all applicable interest. CONSULTANT shall have no liability of any kind to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT.

**2.3.5** The billing rates specified in ATTACHMENT B for subsequent years may be adjusted annually in accordance with CONSULTANT's costs of doing business, and such adjustments shall be binding on CLIENT.

#### **2.4 Independent Contractor**

**2.4.1** The parties acknowledge and agree that CONSULTANT will be providing services to CLIENT hereunder as an independent contractor and not as an employee. Accordingly, CLIENT shall have no responsibility for the collection or payment of any federal, state or local payroll tax in connection with any fees paid to CONSULTANT pursuant to this AGREEMENT, including, but not limited to, income taxes, Social Security taxes, unemployment compensation taxes, and any other fees, charges or licenses required by law.

**2.4.2** Because CONSULTANT is engaged in its own independent business, neither it nor its employees are eligible for, nor entitled to, and shall not participate in, any of CLIENT's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to CLIENT's employees.

**2.4.3** Because CONSULTANT is engaged in its own independent business and is not an employee of CLIENT, CLIENT will not obtain workers' compensation insurance for CONSULTANT or its employees. The CONSULTANT agrees to obtain any legally required workers' compensation for itself and its employees and to furnish a copy of such certificate of workers' compensation insurance to CLIENT, at CLIENT's request.

### **SECTION III – Terms of AGREEMENT**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party and/or the completion of the PROJECT, whichever comes first.

#### **3.2 Termination of AGREEMENT**

In the event of breach by either party of the terms and conditions of the AGREEMENT and where such breach has not been rectified by the party in default within thirty (30) days of first being notified of such breach, this AGREEMENT may be terminated by the other party in writing. CLIENT may not terminate such AGREEMENT if CONSULTANT has made a good faith attempt to cure such default within the thirty (30) day period.

If, for any reason of force majeure (i.e., causes beyond the control and without the negligence or malfeasance of the party, including but not limited to: war, civil unrest, government action, flood, earthquake, epidemics) either party considers it no longer possible or safe for the CONSULTANT to carry out the duties specified, or should the AGREEMENT be invalidated for any other reason beyond the control of CLIENT or the CONSULTANT, the AGREEMENT may be terminated by either party without liability of any kind, with fifteen (15) day's written notice, provided that CLIENT will reimburse the CONSULTANT for services

already satisfactorily performed and justifiable expenses incurred prior to communication of notice of termination.

### **3.3 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the effective date of termination. Payment for the work shall be as established under Section II above.

### **3.4 Damages and Injunctive Relief**

The parties hereto recognize, acknowledge and agree that because of the damages that could be done to CONSULTANT by breach of any covenant contained in this Section 3.4 by CLIENT, CONSULTANT shall be entitled, in addition to any other rights or remedies afforded to CONSULTANT by law or under the terms of this AGREEMENT, to enforce these covenants, and all of their provisions, by injunction, specific performance or other relief in a court of law or equity. In the event of any breach or threatened breach by the CLIENT of the covenants contained in this section, CONSULTANT shall therefore be entitled, in addition to any other rights or remedies afforded by law or under this AGREEMENT, to any injunction restraining or prohibiting CLIENT from doing anything that violates the covenants contained in this AGREEMENT. All remedies set forth above shall be construed to be cumulative and not exclusive of other remedies granted to CONSULTANT herein or by law.

## **SECTION IV – General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services related to the PROJECT, which CONSULTANT shall provide hereunder, shall be subject to the general oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon, provided such rules and regulations do not interfere with CONSULTANT providing its services to CLIENT.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent contractor and that the employees, agents or subconsultants of CONSULTANT shall not be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

CONSULTANT shall upon request furnish to CLIENT a certificate of insurance showing amounts and types of insurance carried by CONSULTANT.

### **4.3 Compliance with Law**

**4.3.1** The CONSULTANT shall not discriminate against any independent contractor, employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

### **4.4 Ownership and Reuse of Documents**

**4.4.1** All drawings, specifications, test reports and other materials and work products, which have been prepared or furnished by CLIENT prior to the AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as is necessary for the CONSULTANT to perform the services requested hereunder.

**4.4.2** All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect of the PROJECT and CONSULTANT shall retain an ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the PROJECT by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by

CLIENT or others on extensions of the PROJECT or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing the services herein, and to the condition or availability of the computer data after an accepted period of thirty (30) days from delivery to CLIENT. Any reuse of such material without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.5 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's billing rates for the PROJECT, which shall be over and above the estimated PROJECT fee set forth on ATTACHMENT C hereto. CLIENT shall indemnify and hold CONSULTANT harmless from any damages or delays resulting from unmarked or improperly marked underground utilities and structures. The parties agree and acknowledge that for reasons of safety, CONSULTANT will not begin work until the location of underground utilities has been accomplished.

#### **4.6 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect cost and/or execution of the PROJECT. These conditions and cost/execution effects are not the responsibility of the CONSULTANT. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from such changes or unanticipated underground conditions.

#### **4.7 CONSULTANT's Personnel at PROJECT Site**

**4.7.1** The presence or duties of the CONSULTANT personnel at the PROJECT site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or construction contractor(s) or other entities, and do not relieve construction contractor(s) or any other person and/or entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the PROJECT documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor(s) or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.7.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the PROJECT documents and that the integrity of the design concept as reflected in the PROJECT documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the PROJECT documents. Contractor(s) shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from changes or unanticipated underground conditions.

#### **4.8 Opinions of Cost, Financial Considerations and Schedules**

In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the PROJECT, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by other, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinion of probable total PROJECT costs and construction costs provided for as set forth on ATTACHMENT C hereto are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments and experience. CONSULTANT makes no warranty that the CLIENT's actual costs will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the cost, feasibility or schedule of the PROJECT, CLIENT should employ an independent cost estimator, contractor, or other appropriate advisor at CLIENT's sole expense.

#### **4.9 Disposition of Samples and Equipment**

**4.9.1** No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise by CLIENT and CONSULTANT in writing.

**4.9.2** In the event that samples and/or materials contain, or are suspected to contain, substances or constituents that are hazardous or detrimental to health, safety, or the environment as defined by relevant federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**4.9.3** All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner as specified in paragraph 4.9.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.10 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.10.1** If CONSULTANT, while performing services for CLIENT pursuant to this AGREEMENT, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.10.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.10.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of CONSULTANT's employees and the public. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances are suspected or encountered. CLIENT hereby authorizes CONSULTANT to take measures that in CONSULTANT's sole discretion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect CONSULTANT's employees' and the public's health and safety. Notwithstanding the foregoing, this paragraph 4.10.3 is not intended to impose upon CONSULTANT any additional duties or obligations.

## **SECTION V – Professional Responsibility**

**5.1 Performance of Services**

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by the members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee regarding the performance of the services in this AGREEMENT is included or intended in this AGREEMENT, or may be implied in any report, opinion, or other document prepared by CONSULTANT.

**5.2 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law, CONSULTANT will not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or any other cause or causes.

**5.3 Indemnification**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including, but not limited to, attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services on the PROJECT hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the PROJECT property.

**5.4 Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that this AGREEMENT does not confer upon any third party any rights as a beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as a result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

**SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE**

**6.1 Confidential Information**

"Confidential Information" shall be defined as any and all data and information in any format or form, electronic, written or oral, relating to the business, affairs, personnel and/or operations of the CONSULTANT, which at any time may be communicated or revealed to the CLIENT, either directly or indirectly, including, but not limited to, contracts, reports, memoranda, legal documentation, financial data, present or future business plans or strategies, customer data, technology, design and techniques, personal information, and/or any information related to the negotiations in connection with the PROJECT and/or the underlying reason for entering into the PROJECT.

Confidential Information will not include information which:

- (a) has rightfully been in the possession of the CLIENT prior to the date of disclosure of such information by the CONSULTANT;
- (b) has been in the public domain prior to the date of disclosure of such information by the CONSULTANT;
- (c) later becomes part of the public domain by publication or by other means except by means of an unauthorized act or omission on the part of the CLIENT; or
- (d) is lawfully obtained by the CLIENT from a third party independent of the CONSULTANT who, to the knowledge of the CLIENT, is not under any obligation of confidence to the CONSULTANT.

**6.2 Relevancy of Confidential Information**

The CLIENT understands that the CONSULTANT has endeavored to include in the Confidential Information those materials which the CONSULTANT believes to be relevant to the PROJECT, but the CLIENT acknowledges that there are no representations or warranties, whether express or implied, as to the accuracy or completeness of the Confidential Information. Nothing herein shall be construed as a commitment by the CONSULTANT to enter into the PROJECT with the CLIENT.

**6.3 Representatives of CLIENT**

The CLIENT agrees to provide the Confidential Information only to those of its directors, officers, employees, attorneys, agents, advisors and/or representatives directly concerned with the evaluation of the PROJECT who need to know the Confidential Information so as to enable the CLIENT to evaluate entering into the PROJECT (collectively, the "Representatives") and who agree to be bound by this AGREEMENT.

**6.4 Use of Confidential Information**

The CLIENT shall receive and maintain the Confidential Information in the strictest of confidence and shall only use the Confidential Information for the limited purpose of enabling the CLIENT to evaluate entering into the PROJECT with the CONSULTANT and for no other purpose or use, and shall not disclose such Confidential Information or any part thereof to any other person or entity except with the CONSULTANT's prior written consent. Also, without the prior written consent of the CONSULTANT, the CLIENT will not disclose the fact that the Confidential Information has been made available to the CLIENT, that discussions or negotiations are taking place, or any other facts with respect to the PROJECT, including the status thereof, except as required by law, and then only upon furnishing the CONSULTANT with prompt written notice to allow the CONSULTANT to oppose such process.

**6.5 Survival of AGREEMENT and Confidentiality**

This AGREEMENT shall survive the cessation of any discussions between the parties with regard to the PROJECT. The restrictions and obligations upon the parties under this AGREEMENT concerning the confidentiality and/or non-disclosure of the Confidential Information shall not expire or terminate.

**6.6 Return of Confidential Information**

At the option of the CONSULTANT and upon its request, the CLIENT shall promptly return or destroy all notes, memoranda, correspondence, documents and any other material containing or derived from Confidential Information, including all copies thereof, either furnished hereunder or prepared by the CLIENT. Any destruction of such Confidential Information shall be confirmed in writing upon the request of the CONSULTANT.

**6.7 Forced Disclosure**

In the event the CLIENT is required by judicial or administrative process to disclose the Confidential Information, the CLIENT shall promptly notify the CONSULTANT and allow the CONSULTANT to oppose such process.

**6.8 No Conveyance of Confidential Information or Rights Therein**

Nothing in this AGREEMENT, nor any action taken by the CLIENT during any discussions or negotiations prior to the consummation of the PROJECT shall be construed to convey to the CLIENT any right, title or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which the CONSULTANT has any right, title or interest.

**6.9 Enforcement**

Each party retains all rights and remedies with respect to the Confidential Information afforded it under any applicable laws of the State of Kansas and the United States both during and after the term of this AGREEMENT, including, without limitation, any trade secret or other laws designed to protect proprietary or confidential information. This AGREEMENT will be construed, interpreted and applied in accordance with the laws of the State of Kansas. It is hereby agreed that any and all claims, disputes or controversies whatsoever or arising from or in connection with this AGREEMENT shall be commenced, filed and litigated

exclusively in the District Court of Riley County, Kansas or the applicable federal district court in Kansas, as determined by CONSULTANT, and the parties hereby consent to the personal jurisdiction of said court, and waive any objection to such jurisdiction and venue.

## **SECTION VII – Miscellaneous**

### **7.1 Applicable Law**

This AGREEMENT shall be construed in accordance with and governed by the laws of the state of Kansas, without regard to the principles of conflicts of law.

### **7.2 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **7.3 Survival and Further Assurances**

It is the intention of the parties that all covenants, agreements, representations, warranties, and obligations of any kind contained in this AGREEMENT shall survive and continue after the completion of the PROJECT.

### **7.4 Headings**

Headings used in this AGREEMENT are for convenience only and shall not be used to interpret or construe its provisions.

### **7.5 Successors and Assigns**

**7.5.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**7.5.2** Neither CONSULTANT nor CLIENT are permitted to assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Notwithstanding the foregoing, nothing contained in this paragraph 7.5.2 shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

### **7.6 Counterparts**

This AGREEMENT shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors, heirs, personal representatives and assigns and may be executed in two (2) or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

### **7.7 Time is of the Essence**

Time shall be considered of the essence in the performance of this AGREEMENT.

### **7.8 Entire Agreement**

This AGREEMENT embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral. There have been and are no agreements, representations or warranties between the parties other than those set forth or provided herein.

### **7.9 Amendment and Modification**

This AGREEMENT may not be modified except in writing and signed by all parties.

### **7.10 Waiver of Breach**

The waiver by either party of a breach of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach by either party.

**7.11 Rights not Exclusive to CONSULTANT**

All rights and remedies granted in this AGREEMENT to CONSULTANT shall be cumulative and not exclusive of all the other rights and remedies which CONSULTANT may have at law or in equity, and CONSULTANT may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which CONSULTANT may have.

**7.12 Notices**

Unless contrary provisions are expressly set forth herein, all notices of any kind shall be in writing and shall, at the option of the party giving the notice, be

- (i) personally delivered; or
- (ii) delivered by reputable overnight courier; or
- (iii) sent by fax or email; or
- (iv) sent by certified or registered mail, postage prepaid;

to the person entitled to receive the notice at the last address provided in writing by such person to the other signatory hereto. All such notices shall be deemed given on the date the notice is actually received at the address indicated.

**7.13 Authority**

The undersigned agents that signed this AGREEMENT have proper corporate authority to bind their respective companies to the terms and conditions of this AGREEMENT.

**7.14 No Partnership**

The parties do not intend that any partnership or agency relationship be created by this AGREEMENT.

***Candletree #7 Addition  
Residential Subdivision  
Scope of Professional Services  
Prepare: June 21, 2016***

**SMH Consultants (SMH) will perform the following tasks for the City of Dodge City:**

**CONCURRENT PRELIMINARY AND FINAL PLAT**

1. Preparation of final plat.
2. Electronic and paper copy of the plat to be provided to the City of Dodge City as required.
3. Obtainment of a certificate of title as required by the City of Dodge City.
4. All necessary fees with Ford County for filing the plat.
5. Obtainment of plat Signatures as required by the City of Dodge City.
6. Setting of all property pins as required by the laws of the State of Kansas.
7. Legal descriptions, easement documents and coordination of signatures for sanitary sewer easements that will cut across the property north of Candletree 7 to the sanitary sewer trunk main.

**SANITARY SEWER DESIGN**

**Phase I (Topographic Survey)**

1. A complete boundary, topographic, and site survey for the entire Candletree #7 Addition site that is to be platted and built on as required for the sanitary sewer design in addition to areas west of the Candletree #7 area and north of the Candletree #7 area near Iron Road.
2. Conversion of the survey into a working drawing that can be used for design.

**Phase II (Preliminary Construction Documents)**

1. Preliminary gravity sanitary sewer plan and profile internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.

2. Sanitary sewer standard details as provided by the City of Dodge City.
3. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
4. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.
5. Submittal of preliminary construction documents (electronic) for review by the City of Dodge City.

**Phase III (Final Construction Documents)**

1. Final gravity sanitary sewer plan and profile internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
2. Sanitary sewer standard details as provided by the City of Dodge City.
3. Preparation of final provision and specifications documents using City of Dodge City standard forms.

**WATER MAIN DESIGN**

**Phase I (Topographic Survey)**

1. A complete boundary, topographic, and site survey for the entire Candletree #7 Addition site that is to be platted and built on as required for the water main design.
2. Conversion of the survey into a working drawing that can be used for design.

**Phase II (Preliminary Construction Documents)**

1. Preliminary water main plan and profile for the extension of water service to and within the platted subdivision. The water main plan and profile shall conform to City of Dodge City standards.
2. Water main standard details as provided by the City of Dodge City.
3. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.

4. Submittal of preliminary construction documents (electronically) for review by the City of Dodge City.

**Phase III (Final Construction Documents)**

1. Final water main plan and profile for the extension of water service to and within the platted subdivision based on review comments from the City of Dodge City. The water main plan and profile shall conform to City of Dodge City standards.
2. Water main standard details as provided by the City of Dodge City.
3. Preparation of final provision and specifications documents using City of Dodge City standard forms.

**RESIDENTIAL STREET DESIGN**

**Phase I (Topographic Survey)**

1. A complete boundary, topographic, and site survey for the entire Candletree #7 Addition site that is to be platted and built on as required for the street.
2. Conversion of the survey into a working drawing that can be used for design.

**Phase II (Preliminary Construction Documents)**

1. Preliminary roadway plan and profiles for each of the public streets within the final platted subdivision and coordination of the profiles with the proposed 6<sup>th</sup> Avenue project.
2. Paving details as required by the pavement design.
3. Preliminary roadway cross sections for each of the public streets within the final platted subdivision. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.
4. Preliminary intersection details detailing horizontal and vertical design information at each of the proposed intersections.
5. Stormwater runoff calculations to verify the required stormwater needs of the subdivision including the proper sizing of conduits and inlets. This task includes coordination with

the 6<sup>th</sup> Avenue project and calculations for temporary storm water detention north of the project site.

6. Preliminary storm sewer layout and design to conform to City of Dodge City Standards.
7. Storm sewer standard details as provided by the City of Dodge City.
8. Preliminary mass grading plan for the entire platted area to depict areas of cut and fill. This task includes coordination with the 6<sup>th</sup> Avenue Project and the incorporation of temporary storm water detention basins on the north end of the project.
9. Preliminary stormwater erosion and sediment control plan.
10. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
11. Preparation and submittal of a stormwater pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications.
12. Submittal of preliminary construction documents (electronically) for review by the City of Dodge City.

**Phase III (Final Construction Documents)**

1. Final roadway plan and profiles for each of the public streets within the final platted subdivision.
2. Paving details as required by the pavement design.
3. Final storm sewer layout and design.
4. Storm sewer standard details as provided by the City of Dodge City.
5. Final roadway cross sections for each of the public streets within the final platted subdivision. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.

6. Final intersection details detailing horizontal and vertical design information at each of the proposed intersections.
7. Final mass grading plan for the entire platted area to depict areas of cut and fill.
8. Final erosion and sediment control plan based on review comments from the City of Dodge City.
9. Preparation of final provision and specifications documents using City of Dodge City standard forms.

**Additional Services**

Any services not identified in the fore mentioned scope of services requested by the City of Dodge City will be provided or negotiated at 2016 hourly rates included herein.

Fee Estimate

City of  
Candidate #7 Address  
E-1011 B

ES = Survey Crew  
CT = CAD Operator  
MPLS = Managing Principal Land Surveyor

RLS = Registered Land Surveyor  
MPE = Mechanical Engineer  
PE = Project Engineer

DE = Design Engineer  
MPE = Mechanical Engineer  
CL = Civil



Description	Estimated Hours											Total Hours	Total Fee				
	SC	CT	MPLS	PE	DE	LA	CL	Rate	SC	CT	MPLS			PE	DE	LA	CL
<b>PRELIMINARY AND FINAL PLATTING</b>																	
1. Preparation of a Preliminary Plat	12	32	4	8		5			\$1,500.00	\$2,000.00	\$175.00	\$1,168.00	\$465.00			58	\$5,888.00
2. Preparation of Final Plat			20	4	1				\$1,500.00	\$500.00	\$146.00					25	\$1,146.00
3. County Fees																1	\$100.00
4. Plat Signatures						1										1	\$100.00
5. Setting of Property Pins	40	4	4	4		1			\$5,000.00	\$150.00	\$250.00				44	\$5,400.00	
6. Easements						1										1	\$100.00
<b>PHASING = \$13,983.00</b>																	
<b>SEWER DESIGN</b>																	
<b>PHASE I - Preliminary Construction Documents</b>																	
1. Boundary, Lots, and Side Survey	16	12	1	1					\$2,000.00	\$900.00	\$125.00					17	\$5,125.00
2. Base Map Preparation																13	\$1,025.00
<b>PHASE II - Final Construction Documents</b>																	
1. Preliminary Sanitary Sewer Plan and Profile				46		8	12			\$3,450.00	\$800.00	\$1,000.00				66	\$5,378.00
2. Sanitary Sewer Standard Details				1		1	1			\$75.00	\$115.00	\$42.00				3	\$192.00
3. Utility Coordination				1		1	0.5			\$115.00	\$42.00	\$15.00				1.5	\$172.00
4. Review, Approval, and Permitting				1		1	1			\$345.00	\$146.00	\$42.00				4	\$493.00
5. Review Submittal				2		1	2			\$150.00	\$220.00	\$185.00				7	\$555.00
<b>PHASE III - Final Construction Documents</b>																	
1. Boundary, Lots, and Side Survey				6		1	1			\$450.00	\$115.00	\$84.00				8	\$649.00
2. Sanitary Sewer Standard Details				1		1	0.5			\$75.00	\$115.00	\$42.00				1.5	\$192.00
3. Document Preparation				0.5		1	1			\$75.00	\$115.00	\$42.00				1.5	\$192.00
<b>PHASE III Total = \$882.50</b>																	
<b>PHASING = \$13,983.00</b>																	
<b>WATER MAIN DESIGN</b>																	
<b>PHASE I - Topographic Survey</b>																	
1. Boundary, Lots, and Side Survey	12	6	1	1					\$1,500.00	\$450.00	\$125.00					13	\$1,675.00
2. Base Map Preparation																7	\$575.00
<b>PHASE II - Preliminary Construction Documents</b>																	
1. Preliminary Water Main Plan and Profile				24		1	2			\$1,800.00	\$115.00	\$168.00				27	\$2,083.00
2. Sanitary Sewer Standard Details				1		1	1			\$115.00	\$42.00	\$15.00				3	\$172.00
3. Utility Coordination				1		1	0.5			\$115.00	\$42.00	\$15.00				1.5	\$172.00
4. Review, Approval, and Permitting				1		1	1			\$150.00	\$220.00	\$185.00				4	\$555.00
5. Review Submittal				2		1	2			\$150.00	\$220.00	\$185.00				7	\$555.00
<b>PHASE III - Final Construction Documents</b>																	
1. Final Water Main Plan and Profile				2		0.5	1			\$275.00	\$57.50	\$84.00				3.5	\$416.50
2. Water Main Standard Details				1		1	0.5			\$57.50	\$84.00	\$31.50				1.5	\$143.00
3. Document Preparation				0.5		1	1			\$75.00	\$115.00	\$42.00				1.5	\$162.00
<b>PHASE III Total = \$396.00</b>																	
<b>PHASING = \$13,983.00</b>																	
<b>Total Sanitary Sewer = \$13,117.50</b>																	
<b>Total Water Main = \$7,178.00</b>																	

**RESIDENTIAL STREET CLOSION**  
**Phase I - Topographic Survey**

Item	24	18	1	2	1	1,000.00	\$1,700.00	\$190.00	\$190.00	11	\$1,395.00	20	\$3,150.00
1. Existing, Open, and Job Survey													
2. Data Mfg. Preparation													
<b>Phase II - Preliminary Construction Documents</b>													
3. Final Utility Roadway Plans, Profiles	42			16	30	15	\$3,150.00	\$1,640.00	\$7,550.00	\$1,584.00		110	\$9,970.00
4. Final Utility Roadway Plans, Profiles	8			0.5			\$150.00					2.5	\$207.50
5. Preliminary Roadway Cross Sections	8			8	30		\$600.00					10	\$850.00
6. Stormwater Management Calculations	8			2			\$450.00		\$3,520.00			8	\$660.00
7. Preliminary Storm Water Layout and Design	8			0.5	1		\$450.00		\$84.00			1.5	\$141.50
8. Stormwater Details	10			0.5	48		\$1,500.00	\$750.00				78	\$9,824.00
9. Preliminary Stormwater Erosion and Sediment Control	4			0.5			\$800.00		\$3,864.00			4.5	\$317.00
10. Utility Coordination	4			1			\$300.00					5	\$417.00
11. HDS & Permitting	2			2	4	1	\$150.00		\$84.00			5	\$1,286.00
12. Review/Signoff	2			2	4	1	\$300.00		\$84.00			5	\$1,286.00
<b>Phase III - Final Construction Documents</b>													
13. Final Utility Roadway Plans, Profiles & Landscaping	5			1	4		\$375.00		\$115.00			10	\$880.00
14. Final Utility Roadway Plans, Profiles & Landscaping	3			0.5			\$150.00		\$266.00			1.5	\$118.50
15. Final Utility Roadway Plans, Profiles & Landscaping	3			0.5			\$150.00					3	\$300.00
16. Stormwater Management Calculations	4			0.5			\$375.00					5	\$415.00
17. Final Roadway Cross Sections	4			1			\$300.00		\$115.00			5	\$415.00
18. Final Mass Grading	8			2			\$450.00					8	\$660.00
19. Final Stormwater Erosion and Sediment Control	2			0.5			\$150.00					2.5	\$307.50
20. Construction Preparation	2			2	1		\$150.00		\$297.00			5	\$557.00
<b>Totals =</b>													
	52.00	228.50	13.00	0.00	13.00	73.50	17,212.50	1,352.00	11,088.00	1,580.00	0.00	178.00	\$26,118.50
												<b>Final Roadway Streets =</b>	\$26,118.50
												<b>Final Roadway Streets =</b>	1,580.00
												<b>Final Roadway Streets =</b>	53.00

Phase I Total = \$4,975.00  
 Phase II Total = \$24,324.50  
 Phase III Total = \$3,719.00

**Fee Estimate = \$43,018.50**

## Memorandum

*To: City Manager  
City Commissioners*

*From: Corey Keller, Airport Manager*

*Date: July 13, 2016*

*Subject: Professional Engineering Services  
for Reconstruction of Runway 14/32-  
Design*

*Agenda Item: New Business*

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### **Recommendation:**

It is the recommendation of airport staff and Airport Advisory Board to approve the professional engineering services agreement with Burns and McDonnell of Kansas City, MO. for the reconstruction of Runway 14/32 design for the total lump sum of \$678,303.00

### **Background:**

The engineering service agreement is for FAA Grant # 30. The total amount of the grant will be \$678,303.00 for engineering design services for the reconstruction of Runway 14/32. The grant will be considered a 95% federally funded grant with a 5% local match. The design will be broken up into two (2) phases, the first phase will cover 5,000 feet of the runway that will be designed then reconstructed in a separate grant. The second phase of the design will be 1,899 feet of runway which will be conducted before the second phase of reconstruction. The cost submitted for this grant will cover both phases of the design of the runway.

Staff has not yet received a letter to initiate action necessary to obtain professional engineering services for this project from the FAA. Recent discussions with FAA staff indicated that we should move forward with this process in anticipation of funds being released to the FAA for this types of projects on July 15, 2016. Once funds are released FAA will initiate a "go letter" for this project.

### **Justification:**

Runway 14/32 is reaching the end of its serviceable life as an asphalt runway. The last pavement inspection conducted by the FAA rated the pavement condition as very poor.

In compliance with FAA procedures, an independent cost analysis was completed by Benesch Engineering Company out of Manhattan, Kansas. Their analysis estimated the cost for this project to be at \$748,557.00. This cost is \$78,754.00 more than the \$669,803.00 Burns and McDonnell has submitted for project costs.

**Financial Considerations:**

This project will be a 95% federally funded \$644,387.00 and 5% local match \$33,916.00. There is \$23,942 .00 budgeted in the CIP for this project. The local match for this project is \$9,974.00 over the budgeted amount. There are funds available in the CIP to cover the short fall of the budgeted amount.

**Legal Considerations:**

Compliance with the assurance and conditions contained in the grant and to follow Part 139 requirements for the operation of the airport. Legal staff has reviewed the engineering service contract and is in agreement with the document.

**Attachment:**

Burns and McDonnell authorization agreement, cost summary, and phase map.

**AUTHORIZATION NO. 1  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR  
RECONSTRUCT RUNWAY 14-32**

**AT DODGE CITY REGIONAL AIRPORT  
AIP Project No. 3-20-0017-30-2016**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services dated December 1, 2015, by and between CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL (CONSULTANT), the following improvement project “Reconstruct Runway 14-32 at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

**A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**

1. **Project Name:** Reconstruct Runway 14-32 – Design
2. **Description of Improvements:** Provide professional engineering services for the preliminary design, design, and bidding phase services for the reconstruction of Runway 14-32 to approximately 6,899’ x 100’. The reconstructed runway will be reconstructed to achieve a load bearing capacity capable of supporting approximately 60,000 – 90,000 lb DWG aircraft. The existing Taxiway A2 connector may be realigned and relocated so it is perpendicular to Taxiway A subject to the outcome of this design package. Additional improvements include installing new underdrains along the reconstructed runway, new pavement markings, replacing existing light fixtures, transformers, and cabling, and relocating existing airfield signage on new foundations.

**B. DESCRIPTION OF SERVICES TO BE PERFORMED:**

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Predesign Phase:** This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The elements of work for this task include:
  - a) Perform Q1 review.
  - b) Perform visual observation and & Collect Data (Attend onsite meeting with Sponsor to discuss overall program requirements).
  - c) Review existing data and CIP cost estimates.
  - d) Develop Scope of Work (SOW) for geotechnical services.
  - e) Develop SOW for topographical survey.
  - f) Conduct geotechnical services and topographical survey (provide 1 team member for escorting on airfield and to observe the testing and survey; Estimate at 6 days per week, for 3 weeks, 10 hours per day).

- g) Analyze the required Runway 14-32 length and width dimensions based upon fleet mix data and 5 year forecasted fleet mix.
- h) Analyze Taxiway A-2 necessity, alignment, and location based on fleet mix.
- i) Develop preliminary site plans for development of construction phasing and coordination with FAA Technical Operations.
- j) Prepare preliminary design Report.
- k) Develop preliminary cost estimate for proposed project (Separate into Base Bid 1 and Base Bid 2).
- l) Develop preliminary construction schedule.
- m) Develop preliminary Construction Safety & Phasing Plan (CSPP). One CSPP to capture both bid schedules.
- n) Perform Q2 review.
- o) Attend and conduct preliminary design meeting at the FAA offices in Kansas City.
- p) Coordinate reimbursable agreement for Flight Check.

2. **Design Phase Base Bid 1 (North 5,000' x 100')**: This phase includes activities required to develop project design documents showing the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in the phase are:

- a) Prepare construction Bid Documents. The drawing list may include the following construction plans:
  - 1. Cover Sheet
  - 2. Index, Legend, Abbreviations, and Summary of Quantities
  - 3. Access & Safety Plans
  - 4. Construction Phasing Plans
  - 5. Demolition Plans
  - 6. Plan & Profiles
  - 7. Grading & Utility Plans
  - 8. Jointing Plans
  - 9. Pavement Elevation Plans
  - 10. Pavement Marking Plans
  - 11. Typical Pavement Section Details
  - 12. Jointing Details
  - 13. Grading & Utility Details
  - 14. Pavement Marking Details
  - 15. Erosion Control Details
  - 16. Cross Section Sheets
  - 17. Electrical Legend, Abbreviations, and General Sheet
  - 18. Overall Electrical Site Plan
  - 19. Electrical Demolition Plans
  - 20. Electrical Site Plans
  - 21. Electrical Details
- b) Prepare Stormwater Pollution Prevention Plan (SWPPP) and Land Disturbance Permit for Base Bid 1.

- c) Prepare Categorical Exclusion Checklist (CATEX).
- d) Prepare Base Bid 1 project specifications.
- e) Prepare Standard FAA and Sponsor front-end documents.
- f) Prepare final engineering design report to capture both bid schedules.
- g) Revise the preliminary cost estimate for final engineer's estimate of probable cost.
- h) Revise the preliminary construction schedule.
- i) Perform internal quality review of the project manual, specifications, construction drawings, and design report with an independent review team.
- j) Incorporate quality review team's comments.
- k) Submit project manual, specifications, construction drawings, and design report to Sponsor and FAA for 100% review.
- l) Revise contract documents per Sponsor and FAA review.
- m) Submit final project manual, specifications, and construction drawings for bidding.
- n) Provide four (4) sets of contract documents to Sponsor and FAA (two sets each).
- o) Provide electronic copy of contract documents.

3. **Design Phase Base Bid 2 (South ~1,380' x 100' (~1,899' x 100' total pavement length))**: This phase includes activities required to develop project design documents showing the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in the phase are:

- a) Prepare construction Bid Documents. The drawing list may include the following construction plans:
  - 1. Cover Sheet
  - 2. Index, Legend, Abbreviations, and Summary of Quantities
  - 3. Access & Safety Plans
  - 4. Construction Phasing Plans
  - 5. Demolition Plans
  - 6. Plan & Profiles
  - 7. Grading & Utility Plans
  - 8. Jointing Plans
  - 9. Pavement Elevation Plans
  - 10. Pavement Marking Plans
  - 11. Typical Pavement Section Details
  - 12. Jointing Details
  - 13. Grading & Utility Details
  - 14. Pavement Marking Details
  - 15. Erosion Control Details
  - 16. Cross Section Sheets
  - 17. Electrical Legend, Abbreviations, and General Sheet
  - 18. Overall Electrical Site Plan
  - 19. Electrical Demolition Plans

- 20. Electrical Site Plans
  - 21. Electrical Details
  - 22. PAPI (Runway 32) Grading Plan
  - 23. PAPI (Runway 32) Site Plan & Jointing Plan
  - 24. PAPI & REIL Site Plan & Cabling
  - 25. PAPI & REIL Details
- b) Prepare Stormwater Pollution Prevention Plan (SWPPP) and Land Disturbance Permit for Base Bid 2.
  - c) Prepare Categorical Exclusion Checklist (CATEX) (update from Base Bid 1).
  - d) Prepare Base Bid 2 project specifications.
  - e) Prepare Standard FAA and Sponsor front-end documents.
  - f) Revise the preliminary cost estimate for final engineer's estimate of probable cost.
  - g) Revise the preliminary construction schedule.
  - h) Perform internal quality review of the project manual, specifications, construction drawings, and design report with an independent review team.
  - i) Incorporate quality review team's comments.
  - j) Submit project manual, specifications, construction drawings, and design report to Sponsor and FAA for 100% review.
  - k) Revise contract documents per Sponsor and FAA review.
  - l) Submit final project manual, specifications, and construction drawings for bidding.
  - m) Provide four (4) sets of contract documents to Sponsor and FAA (two sets each).
  - n) Provide electronic copy of contract documents.
4. **Base Bid 1 Bidding & Construction Award Phase:** This phase will include basic services to assist the Sponsor with bidding of the contract documents and reviewing and award of the bid, including the following activities:
- a) Assist Sponsor with advertising the project.
  - b) Attend (on site at Dodge City Regional Airport with three representatives of Consultant's team) and conduct a prebid meeting with the SPONSOR.
  - c) Prepare any addenda for the project.
  - d) Respond to bidder questions during the bidding process.
  - e) Attend (on site at Dodge City Regional Airport with one representative of CONSULTANT's team) the bid opening. Tabulate bids, analyze and provide recommendations to the SPONSOR.
  - f) Assist SPONSOR with preparing contract documents.
  - g) Assist SPONSOR with preparing grant application documents.
5. **Base Bid 2 Bidding & Construction Award Phase:** This phase will include basic services to assist the Sponsor with bidding of the contract documents and reviewing and award of the bid, including the following activities:
- a) Assist Sponsor with advertising the project.

- b) Attend (on site at Dodge City Regional Airport with three representatives of Consultant's team) and conduct a prebid meeting with the SPONSOR.
  - c) Prepare any addenda for the project.
  - d) Respond to bidder questions during the bidding process.
  - e) Attend (on site at Dodge City Regional Airport with one representative of CONSULTANT's team) the bid opening. Tabulate bids, analyze and provide recommendations to the SPONSOR.
  - f) Assist SPONSOR with preparing contract documents.
  - g) Assist SPONSOR with preparing grant application documents.
6. **Construction Phase Services:** This Scope of Services will be developed as a separate work order and is not a part of Authorization No. 1.

**C. METHOD OF COMPENSATION:**

- 1. Compensation of the Scope of Work for items shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6 - COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

**D. AMOUNT OF COMPENSATION:**

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 1, per the terms and conditions set forth in the Agreement, for a Lump Sum Amount of Six Hundred Sixty Nine Thousand, Eight Hundred Three Dollars (**\$669,803**).

**E. ESTIMATED TIME OF COMPLETION:**

- 1. The estimated time to complete the Scope of Services B.1 of this Authorization No. 1 is estimated as follows:

Tasks	Calendar Days	Comments
B.1, .2 & .4	270	Estimated NTP date 8/1/16
B.3 & .5	240	Estimated NTP date 8/1/17

**F. ENGINEERS' NOTICE TO PROCEED DATE:**

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is \_\_\_\_\_.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in five (5) counterparts by their duly authorized representatives and made effective the day and year first written above.

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BURNS & McDONNELL  
ENGINEERING COMPANY, INC

CITY OF DODGE CITY, KANSAS

By \_\_\_\_\_  
David G. Yeamans  
President

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
David G. Hadel, P.E.  
Manager, Aviation Services

By \_\_\_\_\_  
Corey Keller  
Superintendent of Public Works/  
Airport Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

**DERIVATION OF CONSULTANT PROJECT COSTS  
SUMMARY OF COSTS  
RECONSTRUCT RUNWAY 14-32  
DODGE CITY REGIONAL AIRPORT  
RWY 14-32 DESIGN: DEVELOPED AS TWO DESIGNS & BIDDING PACKAGES  
BASIC AND SPECIAL SERVICES  
July 11, 2016**

**1 DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Field	Contract
Principal	13.00	\$64.50	\$838.50	\$0.00	\$0.00
Project Manager	366.50	\$50.00	\$18,325.00	\$0.00	\$0.00
Sr. Civil Engineer	140.00	\$47.00	\$6,580.00	\$0.00	\$0.00
Staff Civil Engineer	1111.00	\$35.00	\$38,885.00	\$0.00	\$0.00
Assist. Civil Engineer	849.00	\$30.00	\$25,470.00	\$0.00	\$0.00
Senior Electrical Engineer	423.00	\$54.00	\$22,842.00	\$0.00	\$0.00
Staff Electrical Engineer	73.00	\$36.00	\$2,628.00	\$0.00	\$0.00
Sr. Technician	337.00	\$31.00	\$10,447.00	\$0.00	\$0.00
Staff Technician	1339.00	\$27.00	\$36,153.00	\$0.00	\$0.00
Aviation Planner	4.00	\$43.00	\$172.00	\$0.00	\$0.00
Geotechnical Engineer	32.00	\$52.00	\$1,664.00	\$0.00	\$0.00
Clerical	95.00	\$20.00	\$1,900.00	\$0.00	\$0.00
	4,782.50				
Total Direct Salary Costs			\$165,904.50	\$0.00	\$0.00

**2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @	213.80%	Office	\$354,703.82		
Percentage of Direct Salary Costs @	0.00%	Field		\$0.00	
Percentage of Direct Salary Costs @	0.00%	Contract			\$0.00

**3 SUBTOTAL:**

Items 1 and 2			\$520,608.32	\$0.00	\$0.00
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**4 PROFIT:**

10.00%	% of Item 3 Subtotal		\$52,060.83	\$0.00	\$0.00
		Subtotal	\$572,669.15	\$0.00	\$0.00

**5 OUT-OF-POCKET EXPENSES:**

a. Transportation (Office Staff)	8010.00 Miles @	\$0.540 / Miles	\$4,325.40		
b. Transportation (Field Staff)	0.00 Miles @	\$0.540 / Miles =		\$0.00	
c. Expense (meals) office (per day)	44.50 days @	\$50.00 / day =	\$2,225.00		
d. Expense (lodging) office (per day)	24.00 days @	\$120.00 / day =	\$2,880.00		
e. Expense field (meals) : per day	0.00 days @	\$50.00 / day =		\$0.00	
f. Expense field (Lodging) : per day	0.00 days @	\$120.00 / day =		\$0.00	
g. Comp. hrs: (N/A)	1676.00 Hours @	\$0.00 / Hour =	\$0.00		
h. Comp. hrs: (N/A)	3106.50 Hours @	\$0.00 / Hour =	\$0.00		
i. Materials and Supplies		=	\$7,703.44	\$0.00	\$0.00
Total Out-of-Pocket Expenses			\$17,133.84	\$0.00	\$0.00

**6 SUBCONTRACT COSTS:**

a. Surveyor: B. H. C. Rhodes	=	\$0.00	\$0.00	\$45,000.00
b. Geotechnical: Terracon	=	\$0.00	\$0.00	\$35,000.00
c. Other: N/A	=	\$0.00	\$0.00	\$0.00
d. Other: N/A	=	\$0.00	\$0.00	\$0.00
Subtotal		\$0.00	\$0.00	\$80,000.00

**7 MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6			\$589,803.00	\$0.00	\$80,000.00
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<b>TOTAL:</b>	<b>SUMMARY</b>		<b>\$669,803.00</b>		
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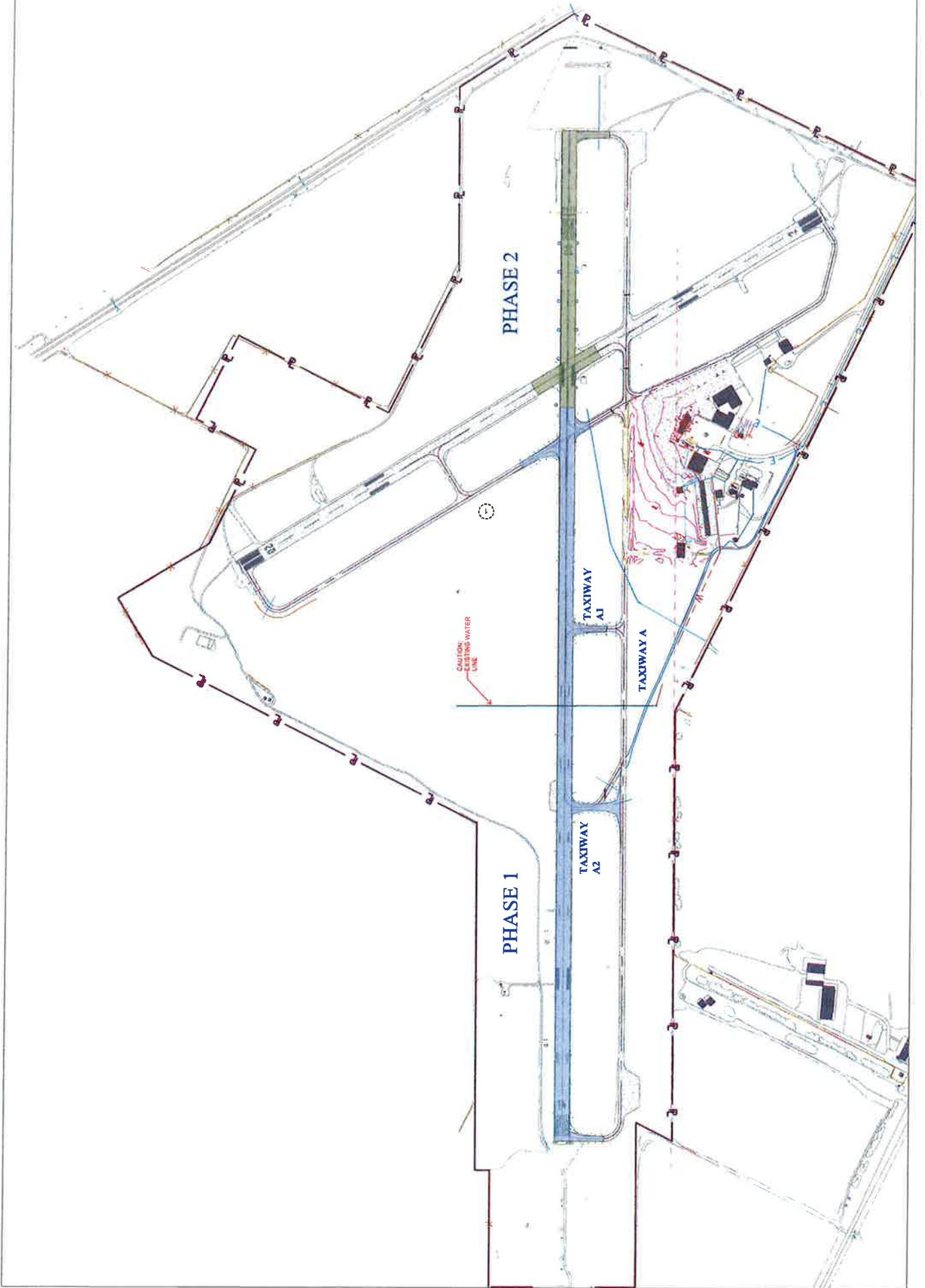
SUMMARY

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
**RECONSTRUCT RUNWAY 14-32**  
**DODGE CITY REGIONAL AIRPORT**  
**RWY 14-32 DESIGN: DEVELOPED AS TWO DESIGNS & BIDDING PACKAGES**  
**BASIC AND SPECIAL SERVICES**  
**July 11, 2016**

Classification:	Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Staff Electrical Engineer	Sr. Technician	Staff Technician	Aviation Planner	Geotechnical Engineer	Clerical	Other Costs
Gross Hourly Rate:	\$222.64	\$172.59	\$162.23	\$120.81	\$103.55	\$186.40	\$124.26	\$148.43	\$179.49	\$69.04	
<b>A. BASIC SERVICES</b>											
1 PRELIMINARY DESIGN											
Total =	11.00	125.00	31.00	185.00	201.00	43.00	20.00	4.00	32.00	26.00	(1, 2, 3, 4, 5)
DESIGN: BASE BID 1	\$2,448.05	\$21,573.75	\$5,029.27	\$22,350.41	\$20,814.35	\$8,015.08	\$2,485.30	\$593.71	\$5,743.80	\$1,794.94	\$5,943.58
Total =	1.00	93.50	57.00	548.00	406.00	204.00	10.00	758.00		30.50	(1, 2, 3, 4, 5)
DESIGN: BASE BID 2	\$222.64	\$16,137.17	\$8,247.37	\$66,205.52	\$42,042.92	\$38,025.03	\$1,242.65	\$70,644.54		\$2,105.60	\$2,999.36
Total =	1.00	60.00	52.00	318.00	218.00	176.00	11.00	501.00		16.50	(1, 2, 3, 4, 5)
DESIGN: BASE BID 1	\$222.64	\$10,355.40	\$8,436.20	\$38,418.53	\$22,574.77	\$32,805.91	\$1,366.91	\$46,692.50		\$1,139.09	\$4,889.32
Total =		44.00		30.00	12.00		16.00	8.00		11.00	(1, 2, 3, 4, 5)
DESIGN: BASE BID 2		\$7,593.96		\$3,624.39	\$1,242.65		\$1,986.24	\$745.59		\$759.40	\$1,650.78
Total =		44.00		30.00	12.00		16.00	8.00		11.00	(1, 2, 3, 4, 5)
<b>PART A SUBTOTAL =</b>	<b>\$569,803.00</b>										
<b>B. SPECIAL SERVICES</b>											
1 SUBSURFACE INVESTIGATION											
Total =											(1, 2, 3, 4, 5)
2 SURVEY											
Total =											\$35,000.00
3 N/A											
Total =											(1, 2, 3, 4, 5)
4 N/A											
Total =											(1, 2, 3, 4, 5)
5 N/A											
Total =											(1, 2, 3, 4, 5)
<b>PART B SUBTOTAL =</b>	<b>\$60,000.00</b>										
<b>GRAND TOTAL =</b>	<b>\$669,803.00</b>										

(1) Mileage, Motel and Meals (3) Computer Services (5) Other (Identify)  
(2) Equipment, Materials and Supplies (4) Vendor Services

EXHIBIT V SUMMARY



## Memorandum

*To: City Commissioners  
City Manager*  
*From: Brad Ralph*  
*Date: July 18, 2016*  
*Subject: Amended Policy provision  
regarding Provision of performance  
bonds on Public Works contracts*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of an amendment to the Standard Specifications for Public Works Construction Section 103.6.00.

**Background:** Previously the Standard Specifications have provided that a performance bond and a statutory bond, "in an amount equal to the amount of the contract" be provided to the City by the successful bidder for all Public Works projects.

**Justification:** The cost of bonds on contracts of less than \$50,000 is likely limiting the response by some local and smaller businesses to bid on requests prepared by the City. The State of Kansas has increased its threshold for requiring bonds to \$100,000 as of 2004. Proposed policy provisions will facilitate better delivery of projects to the City.

**Financial Considerations:** No impact is expected for the City.

**Purpose/Mission:** Promoting open communications with the Community.

**Legal Considerations:** There are no significant legal considerations as this policy is in line with current State statute and the City retains sufficient discretion to impose bonding requirements where the situation dictates.

**Attachments:** 1) Proposed policy provisions (redlined).

## 103.6.00

The successful Bidder shall furnish a contract, performance, payment, and guarantee bond within ten (10) days on the forms furnished by the City, unless the contract for public improvements, constructing of public building, or repairing the same, is in a sum less than \$50,000. If said contract is in a sum less than \$50,000, the requirement of furnishing appropriate bonds may be imposed at the discretion of the City. When a bond is required it shall be for the full amount of the contract. The bond shall be a security for the faithful performance of the contract, payment of personnel and materials, and the work guarantee required by the contract. A corporation authorized to contract as a Surety in the State of Kansas and satisfactory to the City must execute any bonds.



# Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

## *Memorandum*

To: Cherise Tieben, City Manager  
City Commissioners

From: Paul Lewis, Director 

Cc: Ray Slattery, City Engineer  
Nannette Pogue, Finance Director  
Ryan Reid, Director of Administration

Date: July 13, 2016

Subject: Building Solutions Change Order

Agenda Item: New Business

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**RECOMMENDATION:** Staff recommends approving a change order to the Building Solutions contract in the amount of \$249,717 related to the relocation of buildings from the Heritage District site improvements.

**BACKGROUND:** To move forward with the development of Long Branch Lagoon and the Heritage District STAR Bond projects, the Commission previously authorized a contract with Building Solutions in an amount not to exceed \$455,065 for deconstruction and relocation of existing metal buildings. The site development plan for those projects included relocating the Park Maintenance Shop, deconstructing the Chaffin/Coke building and the three metal buildings that comprised the Pos-T-Vac facility. The idea was to reutilize those buildings in other locations to support additional community needs.

The City solicited proposals from building contractors and building movers for this work and at the May 4, 2015 meeting the Commission approved the contract with Building Solutions to initiate the work. The contract amount was for a portion of the overall project and it was understood staff would come back to the Commission as necessary for change orders to complete the project.

Currently all buildings have been disassembled. Two have been reassembled on the All-4-Fun site, one used for Park Maintenance storage and the other for Boot Hill Museum storage to house materials previously stored at the Guymon-Petro building. The structural steel for the Chaffin/Coke building is at the All-4-Fun site and is intended for a future Crew Recycling facility. The remaining buildings are at the St. Mary site waiting to be reassembled.

The original plan has evolved as the City has worked with other entities to address relocation issues with the project. Specifically the changes are as follows:

- Space needs for the YMCA programming were greater than one 6,000 sq. ft. building could accommodate. The new plan places three buildings on the St. Mary site totaling 12,000 sq. ft. to accommodate the gymnastics and cheer programs currently housed at All-4-Fun. The additional space also accommodates dance programs that were discontinued due to lack of appropriate space.
- To accommodate the additional programming space at St. Mary's meant utilizing a building previously intended for United Wireless Arena. To address UWA's storage needs, the City is currently soliciting bids to construct a new metal building at that site. Those bids will be brought for your consideration at an August meeting.
- To address budget constraints, the storage sheds for the Transportation vehicles and the storage barn for the Zoo have been deferred to future years.

**JUSTIFICATION:** This change order allows for the completion of the relocation plan and the modifications outlined. All of this work was essential to facilitate the redevelopment projects in the Heritage District and for the construction of the Long Branch Lagoon water park. It also provides for the ongoing operations of the Park Department.

Additionally this work provides appropriate space for the Cheer/Gymnastics programs and insures their ongoing operations. Those programs serve a significant number of children locally but also bring in participants from throughout the region creating an economic impact for the community. For that reason, contracts are under development with the YMCA and the instructors to assure those activities continue and the community benefits from the intended purpose for these projects.

**FINANCIAL CONSIDERATIONS:** Adequate funds are available in the Development Fund, the Utility Fund, the CIP fund, and Special Parks to meet these expenses.

**PURPOSE/MISSION:** This project is consistent with the City's Core Value of Ongoing Improvement as it addresses various community needs and supports operations for United Wireless, Arena, Dodge City YMCA and the City's own Park Department operations.

**LEGAL CONSIDERATIONS:** n/a

**ATTACHMENTS:** Building relocation project budget  
Contract Reconciliation  
St. Mary Site Plan

**Building Relocation Plan**  
based on proposals received 4/21/15

		Budget	Actual	
<b>Funds Available</b>				
	STAR Bonds (anticipated in Sources & Uses)	30,000	30,000	
	Utility Fund (anticipated in Sources & Uses)	175,000	175,000	
	CIP	235,000	235,000	
	Sales Tax (depreciation fund)	100,000	100,000	
	Special Parks	100,000	100,000	
	Development Fund		200,000	
	STAR Bond Contingency			
	Parks Operating		<u>16,000</u>	
		<u>640,000</u>	<u>856,000</u>	
<b>Construction Costs</b>				
<b>All-4-Fun</b>				
	Park Shop (1/2, 60x100)	152,300	140,526	
	Improvements	10,000	6,715	1 overhead, 1 walk-in door
	Electrical		12,500	
	Pos-T-Vac (bldg 5, 50x96)	146,200	146,198	
	Improvements	15,000	20,990	2 overhead doors, 1 walking door, approaches
	Electrical		12,662	
	Chaffin Bldg (100x120)			
	Deconstruct	35,000	39,002	
	Change Order		(6,827)	
	New Pad & reassemble		future	
	Improvements		future	
	Main bldg improvements			
	Approaches	6,000	6,000	*
	Overhead Doors	10,080	10,080	*
	Garage Remodel		future	
	Bus Barn			
	Pole Sheds (2 new, 30x60)	34,000	future	
	Approaches	12,000		
	<b>St. Mary Complex</b>			
	Park Shop (1/2, 60x100)	152,300	140,526	
	Improvements	7,000		
	Electrical		5,000	*
	Stem wall	14,000	27,819	
	Build Out		by YMCA	
	Pos-T-Vac (bldg 1, 50x60)	79,301	189,833	Combines Bldg 1 & 2
	Improvements		4,200	* new structure for bldg 1
	Build Out		by YMCA	
	Pos-T-Vac (bldg 2, 50x62)	78,051		
	Improvements	10,000		*
	Electrical	5,000		*
	Build Out		by YMCA	
	<b>United Wireless Arena</b>			
	Pos-T-Vac (bldg 1, 50x60)	90,000	100,000	*
	Improvements	10,000		site work, 1 overhead, 1 walk-in door
	<b>Wright Park Zoo</b>			
	Pole Shed (new 40x60)	25,000	future	
	Approaches	3,000		
		<u>894,232</u>	<u>855,224</u>	
		(254,232)	776	

\* ESTIMATED

**Building Solutions Contract**  
contract reconciliation

Original Contract	Tear down/reassemble bldg 1		281,052
co 1	split bldg 1 (Park Bldg.)	6,715	
co 2	tear down bldg 6 (Chaffin)	39,002	
	erect bldg 5 @ All-4-Fun	167,188	
co 3	stem wall for 1b at St. Mary	27,819	
	Combine bldg 3 & 4 at St. Mary, replace		
co 4	structure for bldg 3, provide 22' eave	189,833	
co 5	deduct for equipment/engineering	(6,827)	
		<u>423,730</u>	<u>423,730</u>
total			704,782
Previous Authorization			455,065
7/18 approval requested			249,717

The Planning, Specifications, and Construction Documents prepared by the undersigned are based on the information provided by the client. The undersigned does not warrant or represent that the information is complete, accurate, or that the construction of the project will conform to the specifications and drawings. The undersigned shall not be held responsible for any errors or omissions in the drawings or specifications, or for any consequences arising therefrom, whether or not the same are caused in whole or in part by the negligence of the undersigned. The undersigned shall not be held responsible for any damages, including consequential damages, arising from the use of the drawings or specifications, or for any consequences arising therefrom, whether or not the same are caused in whole or in part by the negligence of the undersigned.

808 McArthur Rd. Dodge City, KS 67801  
 Phone: 620-225-1199 Fax: 620-225-1820  
**SPi**  
 L.L.C.

DATE: 5.2.16  
 DRAWN BY: NCK  
 APPROVED BY: [Signature]

A BUILDING RELOCATION FOR  
 THE CITY OF DODGE CITY  
 DODGE CITY, KS 67801

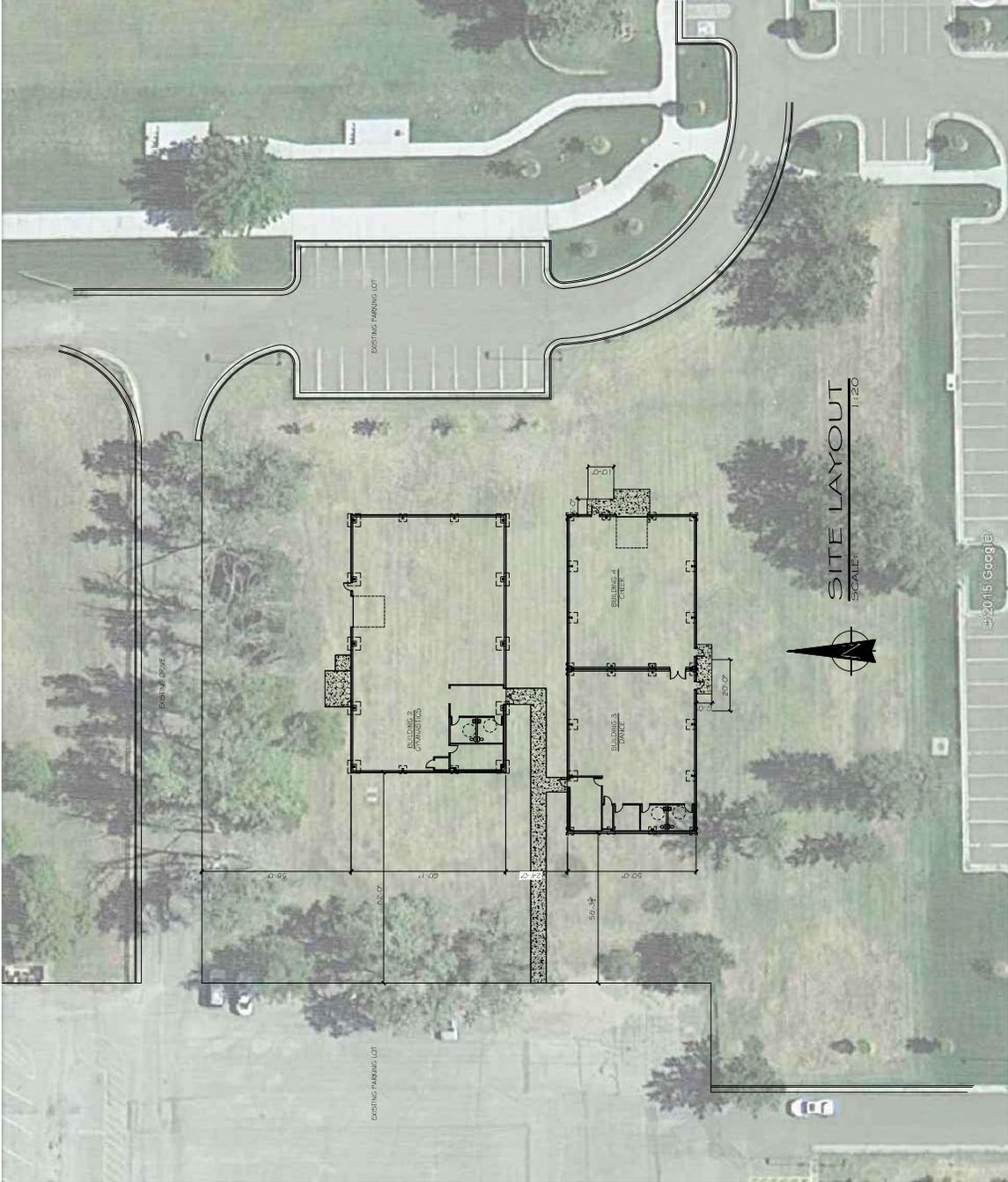
TITLE: SITE LAYOUT

SCALE: 1" = 20'

DATE: 5.2.16

PROJECT: SPI

1 of 1



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