

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday, September 19, 2016

7:00 p.m.

MEETING #5046

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Justin Hayes, Church of the Nazarene

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PETITIONS & PROCLAMATIONS

National Welcoming Week Proclamation

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, September 6, 2016;
2. Appropriation Ordinance No. 18, September 19, 2016;
3. Cereal Malt Beverage License:
 - a. Boothill Museum, Inc., 500 W. Wyatt Earp Blvd.
4. Approval of Consulting Services Change Order for US 50 & Fairway Drive Intersection.

ORDINANCES & RESOLUTIONS

Ordinance No. 3637: An Ordinance regulating Traffic Within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “Standard Traffic Ordinance for Kansas Cities, Edition 2016” and Repealing Ordinance No. 3612. Report by Director of Finance/City Clerk, Nannette Pogue.

Ordinance No. 3638: An Ordinance Regulating Public Offenses within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “Uniform Public Offense Code for Kansas Cities, Edition 2016” and Repealing Ordinance No. 3613. Report by Director of Finance /City of Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Accept 2015 Audited Financial Statements. Report by Finance Director/City Clerk, Nannette Pogue.
2. Approval of Agreement with Secretary of Transportation, Kansas Department of Transportation (KDOT) for Slurry Seal of US 400/Trail Street. Report by Director of Engineering, Ray Slattery.
3. Approval to Reject All Bids for the Construction of the 1st Avenue Reconstruction Project with Waterline Replacement. Report by Director of Engineering, Ray Slattery.
4. Approval of Bids for Fairway Drive Extension & Waterline Loop. Report by Tanner Rutschman, E.I. Civil Engineer.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

WHEREAS, our community's success depends on making sure that all residents feel welcome here. Today, new residents are a vital part of our community, bringing fresh perspective and new ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

WHEREAS, this week we honor the spirit of unity that is bringing neighbors together across Dodge City. During Welcoming Week, I invite all residents of Dodge City to join this movement of communities nationwide by renewing our commitment to our core American values and by taking action in the spirit of welcoming. By working together, we can achieve greater prosperity and make Dodge City the kind of place where diverse people from around the world feel valued and want to put down roots; and

WHEREAS, regardless of where we are born or what we look like, we are residents, united in our efforts to build a stronger Dodge City. By recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and more inclusive to all who call it home.

WHEREAS, let us come together to build communities where every resident has the opportunity to contribute at his or her best. Let us come together to create more prosperous communities and to reaffirm that Dodge City still stands as a beacon of freedom and opportunity.

NOW, THEREFORE, be it resolved that I, Rick Sowers, Mayor of Dodge City, do hereby proclaim September 16-25, 2016 as

Welcoming Week

and call upon the people of Dodge City to join together to build a stronger community.

In witness whereof, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed this 19th day of September 2016.

Rick Sowers

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, September 6, 2016

7:00 p.m.

MEETING #5045

CALL TO ORDER

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

INVOCATION by Pastor Justin Hayes, Church of the Nazarene

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing to consider the establishment of a Rural Housing Incentive District and adoption of a development plan for Reflection Living. Mollea Wainscott, Housing Director for the City of Dodge City introduced the project. Denny Wright of Reflection Living talked about the project and handed out information. He introduced the staff and the builder, Quinten Conant. The Mayor closed the Public Hearing.

Mayor Rick Sowers opened the Public Hearing to consider the establishment of a Rural Housing Incentive District and adoption of a development plan for Candletree Unit 7 Addition to the City of Dodge City. Mollea Wainscott, Housing Director for the City of Dodge City introduced the project. The Mayor closed the Public Hearing.

PETITIONS & PROCLAMATIONS

Mayor Rick Sowers read the Constitution Week Proclamation and proclaimed September 17-23 as Constitution Week.

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, August 15, 2016;
2. Appropriation Ordinance No. 17, September 6, 2016;
3. Cereal Malt Beverage License:

- a. Dillon Store, 1700 N. 14th Avenue,
- b. Taylor's Roadhouse, 302 S. 2nd Avenue,
- c. El Rodeo Bar & Grill, 102 W. Wyatt Earp Blvd.,
- d. Osaki Sushi House Inc., 2100 W. Wyatt Earp Blvd.,
4. Temporarily Allow Consumption of Alcoholic Beverages in Eisenhower Park on September 23, 2016.
5. Change Order No. 1 for 2015 Asphalt Street Projects.
6. Change Order No. 2 for 2015 Asphalt Street Projects.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented; Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3635: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City, Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Reflection Living) was approved on a motion by Commissioner Brian Delzeit. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Ordinance No. 3636: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City, Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Candletree Unit 7 Addition) was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Jan Scoggins moved to approve the Equipment Sales Agreement for the bio gas upgrading equipment from Guild Associates Inc. in an amount not to exceed \$4,200,000. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
2. The Bid from JAG Construction in the amount of \$983,064.50 for the construction of Central Avenue Improvements from Layton St. north to near US 50 intersection was approved on a motion by Commissioner Kent Smoll. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
3. Commissioner Rick Sowers moved to appoint Commissioner Jan Scoggins, Commissioner Joyce Warshaw, City Manager Cherise Tieben and City Attorney Brad Ralph as Voting Delegates for the annual League of Kansas Municipalities conference. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

4. City Manager Cherise Tieben discussed the Arkansas River Basin Improvements as required by FEMA to certify the river levy and funding options to complete these improvements.

OTHER BUSINESS

City Manager, Cherise Tieben

- There is a Southwest Kansas Coalition meeting in Liberal on 9/7/2016 that several of the Commissioners will be attending;
- There will be a medallion dedication for Joe Bogner in Downtown Dodge City on 9/7/2016 at 11:00 am;
- There will be a meeting on Friday, September 9, at 4:00 regarding immigration issues that the Mayor will be attending;
- On September 20th there will be an Engage Dodge session and a Public Officials Exchange meeting.

Commissioner, Kent Smoll

Commissioner, Jan Scoggins

Commissioner, Joyce Warshaw

Commissioner, Brian Delzeit

- Remind the citizens that United Wireless Arena has several events coming up during September. There is something for everyone;
- If you can buy it in Dodge City, please do. It helps support the local economy which we are all part of.

Mayor, Rick Sowers

- Sales tax in July, 2016, was 5.09% up from July, 2015. The year to date sales tax is down 2.54%;
- At United Wireless Arena: Noches Mexicanas on September 16, Montgomery Gentry on September 18, Jay Owenhouse the Illusionist on September 23 and Martina McBride on November 11. Get your tickets now.
- There is one more race at Dodge City Raceway Park on September 24th;
- Dodge City will be the official Cannonball Day of Rest location on September 17. The vintage motorcycles will be in front of Boot Hill from approximately 3:30 to 6:00 p.m.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ATTEST:

Mayor, Joyce Warshaw

Nannette Pogue, City Clerk

CORPORATE 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

SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.

☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required):

Name of Corporation Boot Hill Museum, Inc.

Principal Place of Business

Corporation Street Address 500 W Wyatt Earp Front Street

Corporation City Dodge City

State KS

Zip Code 67801

Date of Incorporation 1947

Articles of Incorporation are on file with the Secretary of State.

☒ Yes ☐ No

Resident Agent Name

Phone No. 620-227-8188

Residence Street Address

City Dodge City

State KS

Zip Code 67801

SECTION 3 - LICENSED PREMISE

Licensed Premise
(Business Location or Location of Special Event)

Mailing Address
(If different from business address)

DBA Name Boot Hill Museum, Inc.

Name

Business Location Address Front Street

Address

City Dodge City State KS Zip 67801

City State Zip

Business Phone No. 620-227-8188

☐ Applicant owns the proposed business or special event location.
☐ Applicant does not own the proposed business or event location.

Business Location Owner Name(s)

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
<u>Attached</u>		
Residence Street Address	City State Zip Code	

Spouse Name	Position	Date of Birth
Residence Street Address	City State Zip Code	

Name	Position	Date of Birth
Residence Street Address	City State Zip Code	

Spouse Name	Position	Age
Residence Street Address	City State Zip Code	

Name	Position	Date of Birth
Residence Street Address	City State Zip Code	

Spouse Name	Position	Age
Residence Street Address	City State Zip Code	

Memorandum

*To: City Manager
City Commissioners*
From: Ray Slattery, P.E. 
Director of Engineering Services
Date: September 14, 2016
*Subject: Consulting Services Change Order for
US 50 & Fairway Dr. Intersection
Design, ST 1404*
Agenda Item: Consent Calendar

Recommendation: Approve Consulting Services Change Order in the amount of \$12,500.00 with PEC for additional work on the above mentioned project.

Background: In May of 2014 the City submitted a Geo-Metric Improvement (GI) application to KDOT for consideration of the construction of this intersection. The previous 3 GI applications to KDOT for this intersection construction were denied. Request-for-Proposals (RFP) were sent out and PEC was selected to design the Intersection and connecting leg of Fairway Dr. After some discussions with KDOT of the project, they were concerned about building an intersection and not connecting to the existing Fairway Dr. KDOT would not bid the intersection project until the City had a contractor under contract to build the Fairway Dr. connection. To do this a part of PEC design had to be split and combined with a portion of Fairway Dr. that was designed as part of the Summerlon 5 sub-division. This created additional work for PEC. To keep the project moving PEC continued working on both projects to meet scheduled deadlines.

Justification: To keep the GI Project moving and meet a requirement of KDOT the project had to be split into two phases.

Financial Considerations: The original contract with PEC was for \$77,500.00. The additional \$12,500.00 will bring their new contract amount to \$90,000.00. There are funds available in the GOB fund for this project to cover the overage.

Purpose/Mission: This meets the core value of On Going Improvements not only for the street, but allows for new development to take place. The completion of this project will enable the City to have the documents necessary to bid the improvement and allow for construction.

Legal Considerations: The City entered into a contract with PEC and is bound by the provisions of the contract.

Attachments: Supplemental Agreement No. 1

Supplemental Agreement No. 1
to
Agreement Dated March 2, 2015
With City of Dodge City
PEC Project No. 14W09-000-1009

Project Description: Fairway Drive and US-50 Intersection Improvements

This Supplemental Agreement modifies the referenced Agreement, and previous Supplemental Agreements as may be noted herein.

MODIFICATION TO SCOPE

1. Re-design, detailing and plan production for the area of Fairway Drive south of US-50 right-of-way based on producing a separate set of construction drawings to be combined/bid with the City of Dodge City/developer roadway and waterline drawings.
2. Re-packaging, detailing and plan production for US-50 plans based on removing roadway Scope of Work as outlined in Item No. 1.

TIME OF PERFORMANCE

- ☒ No Change.
- ☐ An additional _____ calendar days are added making the total _____ calendar days.
- ☐ The completion date shall be _____

PAYMENT PROVISIONS

- ☒ The Contract amount shall be increased by \$12,500
making the lump sum contract amount \$90,000
- ☐ The Contract upper limit shall be increased by _____
making the maximum contract amount _____
- ☐ Payment for Extra Work shall be on the basis of _____

AUTHORIZATION TO PROCEED

- ☐ We will consider this Supplemental Agreement accepted and proceed with the work specified.
- ☒ Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

ACCEPTED:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: 
Michael D. Kelsey, P.E., Principal

Date: 6/29/16

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: September 14, 2016
Subject: Ordinance No. 3637 and Ordinance No. 3638
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3637 and 3638

Background: **Ordinance No. 3637** adopts the “2016 Edition of the Standard Traffic Ordinance” by reference. The changes made to this code during the 2016 legislature include the following:

- Section 30 Driving under the Influence of intoxicating liquor or drugs; penalties (amended)
- Section 30.1 Driving commercial motor vehicle under the influence of intoxicating liquor or drugs; penalties (amended)
- Section 30.2 Preliminary Breath Test. (Amended)
- Section 30.2.1 Refusal to submit to alcohol or drug test (Deleted)
- Section 175.1 Compression release engine braking system. (Amended)

Ordinance No. 3638 adopts the “2016 Edition of the Uniform Public Offense Code” by reference. The changes made to the Uniform Public Offense Code during the 2016 legislative session include the following:

- Section 1.1 Definitions. Amended: Act, Smoking; Definitions (h).; Deleted: Juvenile Correctional Facility Officer or Employee
- Section 3.2 Battery against a law enforcement officer (amended)
- Section 3.12 Breach of privacy (amended by HB 2501)
- Section 5.1 Contributing to a child’s misconduct or deprivation (amended)
- Section 5.8 Purchase, consumption or possession of alcoholic liquor or cereal malt beverage by a minor; 18-21. (Amended by SB 133)
- Section 6.1 Theft. (Amended by HB 2462)

Section 10.14 Operation of a motorboat or sailboat (amended by HB 2436)

Justification: Each year the State Legislature passes numerous laws that affect the laws of the State as well as those of the individual cities. The League of Kansas Municipalities compiles a small booklet which incorporates all of the laws in Kansas that deal with public offenses and traffic offenses. These are the “Uniform Public Offense Code” and the “Standard Traffic Ordinance”. Cities are allowed to adopt these codes by reference, so the entire code is not included in the adopting ordinance. Each employee that deals with any of these codes or ordinances is furnished a book to reference when necessary, to cite persons with violations of the ordinances.

Financial Considerations: The cost of the booklets for the pertinent employees’ use is approximately \$1,000.

Purpose/Mission: Ensure the City is up to date on all of the laws passed in the State of Kansas as well as make sure all employees have easy access to these laws.

Legal Considerations: None

Attachments: Ordinance Nos. 3637 and 3638. The Standard Traffic Ordinance and Uniform Public Offense Code booklets are available in my office if any one would like to review them.

ORDINANCE NO. 3637

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION 2016" AND REPEALING ORDINANCE NO. 3612

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by Reference for the purpose of regulating traffic within the corporate limits of the City of Dodge City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. One copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3637" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2: TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section shall be considered traffic offenses.

Section 3: REPEAL. Ordinance No. 3612 is hereby repealed.

Section 4: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 19th day of September, 2016.

Rick Sowers, MAYOR

ATTEST:

Nannette Pogue, CITY CLERK

ORDINANCE NO. 3638

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE
CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS;
INCORPORATING BY REFERENCE THE "UNIFORM
PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION 2016 AND
REPEALING ORDINANCE NO. 3613**

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by Reference for the purpose of regulating public offenses within the corporate limits of the City of Dodge City, Kansas, that certain code known as the "Uniform Public Offense Code, "Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3638" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: REPEAL. Ordinance No. 3613 is hereby repealed.

Section 3: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 19th day of September, 2016.

Rick Sowers, MAYOR

ATTEST

Nannette Pogue, CITY CLERK

Memorandum

*To: City Manager
City Commissioners*
From: Ray Slattery, P.E. 
Director of Engineering
Date: September 13, 2016
*Subject: Agreement for Slurry Seal of
US 400 - 400-29 KA-4238-01,
ST 1609*
Agenda Item: New Business

Recommendation: Approve the Agreement with the Kansas Department of Transportation (KDOT) for the above referenced project. KDOT will be completing a Slurry Seal project on US 400 and instead of stopping at the City Limits, KDOT and Staff believe it is in the best interest of everyone to extend the project into the city to the intersection of the Over Pass and US 400/Trail St. The City's share of the project is \$31,000 as stated in the agreement. There was \$35,000 budgetted in the 2016 Street Program for this project.

Background: This would repair minor problems to the surface of the highway. We have partnered with the state in the past on the same project to keep the condition of US 400/Trail St. in an acceptable condition. This section of roadway is one of the busier roads in the city. By partnering with KDOT, the city does not have to let its own project. Mobilization, traffic control and some other costs are greatly reduced by partnering with KDOT.

Justification: This project will maintain the roadway infrastructure and extend the service life of the highway.

Financial Considerations: This project will be funded through 2016 Street Program.

Purpose/Mission: The completion of this project would align with the City's core value of ongoing improvement.

Legal Considerations: By approving the agreement with KDOT, the City will enter into the agreement, and be responsible to make payment to KDOT.

Attachments: KDOT Agreement and a map of the project location.

PROJECT NO. 400-29 KA-4238-01
SURFACING
CITY OF DODGE CITY, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Dodge City, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The Secretary has authorized a surfacing project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The Secretary desires to construct the Project on US-400, a city connecting link for the State Highway System, and the City agrees to the Project in the City.
- D. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state funds.
- E. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of the State of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"City"** means the City of Dodge City, Kansas, with its place of business at 806 2nd Ave., P.O. Box 880, Dodge City, KS 67801-0880.
- 3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
5. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
6. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
8. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
10. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
11. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
12. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **Modified Slurry Seal/Repair on .422 miles of US-400 in Dodge City, Kansas**, and is the subject of this Agreement.
13. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
14. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his successors and/or assigns.
15. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.
2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project and administer the Construction of the Project, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state funds.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.
5. **Payment of Costs.** The Secretary agrees to be responsible for the total contract bid items costs related to work within the City limits in excess of \$31,000.00 for the Project. The Secretary will also be responsible for all costs associated with Construction Engineering for the Project.
6. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
7. **Utilities.**
 - (a) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version

of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Cost of Relocation.

- (i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.
- (ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE III

CITY RESPONSIBILITIES:

1. Legal Authority. The City shall, by resolution or other official act, authorize the Secretary to undertake and complete the Project within the corporate limits of the City. The City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. Right of Way.

- (a) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. The Secretary shall not participate in the cost of the City's Right of Way or easements, unless the Secretary determines the City will incur an unnecessary hardship. If the Secretary requests, the City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and Construction of the Project.
- (b) Cooperation in Right of Way Acquisition. The City acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans.

The City will cooperate in that purpose, as necessary, for completion of the Project.

3. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Use of Right of Way.** All Right of Way provided for the Project shall be used solely for public highway purposes.

6. **Trails and Sidewalks on KDOT Right of Way.** Intentionally deleted.

7. **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

8. **Financial Obligation.** The City will be responsible for the first \$31,000.00 of the total contract bid items for the work within the City limits for the Project. The City will not be responsible for any costs over the initial \$31,000.00.

9. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

10. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.
 - (b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.
3. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.
4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF DODGE CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____ (Date)
Catherine M. Patrick, P.E.
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

US HIGHWAY 400 SLURRY SEAL



Memorandum

*To: City Manager
City Commissioners*
From: Ray Slattery 
Director of Engineering
Date: September 13, 2016
*Subject: 1st Ave. Reconstruction with
Waterline Replacement,
ST 1601*
Agenda Item: New Business

Recommendation: Reject all bids for the construction of the 1st Ave. Reconstruction Project with Waterline Replacement. Although the bid from Building Solutions, LLC of \$442,682.00 was only 2% above the Engineer's Estimate of \$432,363.00, both the Engineer's Estimate and Building Solution's bid are several thousand dollars over the budgeted amount of \$240,000. The thought was there may have been additional funds from other sources to cover the overage, but at this time there is not. Staff will look at this project and will; 1) Downsize the project to stay within the budgeted amount, 2) Modify the scope of the project to meet the budgeted amount, 3) Request additional funds for next year, or 4) Request additional funds and increase the project size to hopefully see some benefit by economy of scale. We will then determine the best way to proceed with the project and move forward.

Background: The City budgeted money for this project. The budgeted amount for this project does not have room for deviation at this time.

Justification: The project budget was established prior to the 2016 Budget process. Since that time we have seen an increase in unit prices. There was also a change in scope on the project.

Financial Considerations: Since the bids are being recommended for rejection, there will not be any financial Consideration at this time.

Purpose/Mission: The completion of this project would align with the City's core value of ongoing improvement.

Legal Considerations: By rejecting the bid, the city will not have any responsibility to Building Solutions, LLC.

Attachments: Bid Tab with the Engineer's Estimate.

BID DATE: 08/30/16

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	\$30,000.00	\$ 30,000.00
2	Pavement Excavation	S.Y.	4028	\$8.00	\$ 32,224.00
3	Fly-Ash Sub-grade Preparation	S.Y.	3975	\$5.00	\$ 19,875.00
4	Sub-grade Repair	C.Y.	100	\$25.00	\$ 2,500.00
5	Concrete Pavement (7")(AE)(NRDJ)	S.Y.	3975	\$50.00	\$ 198,750.00
6	Brick Pavement Patching	S.Y.	3	\$150.00	\$ 450.00
7	Remove/Replace 30" Standard Curb &	L.F.	191	\$28.00	\$ 5,348.00
8	30" Valley Gutter	L.F.	36	\$26.00	\$ 936.00
9	8" C900 Waterline	L.F.	1135	\$50.00	\$ 56,750.00
10	6" C900 Waterline	L.F.	117	\$90.00	\$ 10,530.00
11	4"x8" Reducer	Each	2	\$650.00	\$ 1,300.00
12	8" M.J. 45° Bend	Each	4	\$650.00	\$ 2,600.00
13	8"x6" M.J. Tee	Each	1	\$750.00	\$ 750.00
14	8"x6" M.J. Cross	Each	1	\$750.00	\$ 750.00
15	6" Gate Valve w/Box, Installed	Each	3	\$1,000.00	\$ 3,000.00
16	8" Gate Valve w/Box, Installed	Each	4	\$1,500.00	\$ 6,000.00
17	Fire Hydrant Assembly, Installed	Each	3	\$4,500.00	\$ 13,500.00
18	Connect to Existing Waterline	Each	5	\$1,000.00	\$ 5,000.00
19	Service Connections	Each	24	\$900.00	\$ 21,600.00
20	Manhole Adjustment	Each	4	\$750.00	\$ 3,000.00
21	Traffic Control	L.S.	1	\$17,500.00	\$ 17,500.00

TOTAL BID	\$ 432,363.00
------------------	----------------------

CONTRACTOR:	
Building Solutions, LLC	
ADDRESS:	
P.O. Box 880	
CITY: Dodge City	
STATE: Kansas	
ZIP: 67801	
UNIT PRICE	CONTRACT AMOUNT
\$24,000.00	\$ 24,000.00
\$9.00	\$ 36,252.00
\$6.00	\$ 23,850.00
\$30.00	\$ 3,000.00
\$56.50	\$ 224,587.50
\$275.00	\$ 825.00
\$40.00	\$ 7,640.00
\$37.50	\$ 1,350.00
\$36.40	\$ 41,314.00
\$30.50	\$ 3,568.50
\$180.00	\$ 360.00
\$300.00	\$ 1,200.00
\$400.00	\$ 400.00
\$560.00	\$ 560.00
\$1,250.00	\$ 3,750.00
\$1,825.00	\$ 7,300.00
\$4,125.00	\$ 12,375.00
\$530.00	\$ 2,650.00
\$1,000.00	\$ 24,000.00
\$800.00	\$ 3,200.00
\$20,500.00	\$ 20,500.00

TOTAL BID	\$ 442,682.00
------------------	----------------------

CONTRACTOR: APAC Kansas Inc., Shears Div.		
ADDRESS: 11188 S. 56 Bypass		
CITY:	Dodge City	
STATE:	Kansas	
ZIP:	67801	
	UNIT PRICE	CONTRACT AMOUNT
	\$38,750.00	\$ 38,750.00
	\$18.75	\$ 75,525.00
	\$10.40	\$ 41,340.00
	\$50.00	\$ 5,000.00
	\$59.00	\$ 234,525.00
	\$1,000.00	\$ 3,000.00
	\$26.00	\$ 4,966.00
	\$30.00	\$ 1,800.00
	\$30.00	\$ 34,050.00
	\$81.00	\$ 9,477.00
	\$310.00	\$ 620.00
	\$630.00	\$ 2,520.00
	\$815.00	\$ 815.00
	\$1,580.00	\$ 1,580.00
	\$1,225.00	\$ 3,675.00
	\$1,800.00	\$ 7,200.00
	\$6,900.00	\$ 20,700.00
	\$3,880.00	\$ 19,400.00
	\$1,080.00	\$ 25,920.00
	\$1,080.00	\$ 4,320.00
	\$19,600.00	\$ 19,600.00

TOTAL BID	\$ 554,783.00
------------------	----------------------

[illegible]

TOTAL BID \$

BID SECURITY 5%

START DATE	2/15/2017
------------	-----------

Memorandum

*To: City Manager
City Commissioners*
*From: Tanner Rutschman, E.I.
Civil Engineer*
Date: September 14, 2016
*Subject: Fairway Dr. Extension & Waterline Loop
ST 1613*
Agenda Item: New Business



Recommendation: Approve the bid from APAC Kansas Inc., Shears Division in the amount of \$551,215.33 for the construction of Fairway Dr. Extension & Waterline Loop. The bid from APAC Kansas Inc., Shears Division came in 8.6% above the Engineer's Estimate of \$507,592.50.

Background: In May of 2014 the City submitted a Geometric Improvement (GI) application to KDOT for consideration to construct the intersection of Fairway Dr. and US Highway 50. The previous 3 GI applications for this intersection construction had been denied. Following some negotiations, KDOT decided to award this project with a maximum contribution of \$600,000. Following an RFP process, PEC was selected in February of 2015 to design the intersection. This Fairway Dr. extension and waterline loop project was separated out of the intersection project in large part because they would be non-participating in the KDOT project and Fairway Dr. had not been extended through the proposed Summerlon 5 development. In order for KDOT to proceed with the intersection project and for the City to receive \$600,000 in KDOT funding, Fairway Dr. must be under contract to be extended to the south right-of-way of the proposed US 50 intersection.

In regards to cut through traffic and drivers speeding on Fairway Dr. with this added access to the highway, we are taking steps with this project to hinder the ability of those drivers to speed in the form of a traffic circle and multiple valley gutters. We have other traffic calming ideas that may be implemented further south on Fairway Dr. if speeding does become an issue.

Justification: The construction of this extension is necessary to receive funds from KDOT to construct the intersection of US 50 and Fairway Dr. As development in this area south of US 50 continues, traffic along existing local road networks continues to increase. This intersection will aid in funneling this increase in traffic off of the local road network. Also, emergency response times can be reduced with this intersection resulting in increased safety for the adjoining neighborhoods. The opening for the intersection from the residential area has been planned since the 70's when KDOT purchased right-of-way for the highway and every housing development since has worked to align Fairway Dr. with the existing access control opening.

Financial Considerations: Funding of this project will be in the form of GOB funds which have already been secured in the amount of \$600,000, of which \$251,215.33 will go towards this project, as well as \$300,000 in CIP waterline funds. The contract with APAC Kansas Inc., Shears Division is for \$551,215.33.

Purpose/Mission: This project aligns with two of the City's Core Values. Those are "Safety", together we endeavor to provide a safe and secure workplace and community. Also, "Ongoing Improvement", together we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: By approving the bid from APAC Kansas Inc., Shears Division the City will enter into a contract with APAC Kansas Inc., Shears Division and be responsible to make payments to APAC Kansas Inc., Shears Division.

Attachments: The bid tabulation which includes the bidders for the project along with the Engineer's Estimate.

**CITY OF DODGE CITY, KANSAS
BID TABULATION**

PROJECT: Fairway Dr. Extension & Waterline Loop

PROJECT #: ST 1613

BID DATE: 09/13/16

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	\$30,000.00	\$ 30,000.00
2	Clearing & Grubbing	L.S.	1	\$14,500.00	\$ 14,500.00
3	Construction Staking	L.S.	1	\$7,500.00	\$ 7,500.00
4	Temporary Erosion Control	L.S.	1	\$6,500.00	\$ 6,500.00
5	Common Excavation	C.Y.	775	\$12.50	\$ 9,687.50
6	Embankment (95%) (VRF 1.15)	C.Y.	31	\$40.00	\$ 1,240.00
7	6" Fly-ash Treated Subgrade	S.Y.	1990	\$4.50	\$ 8,955.00
8	2" Surface Course HMA	Ton	105	\$90.00	\$ 9,450.00
9	6" Base Course HMA	Ton	314	\$90.00	\$ 28,260.00
10	Paving Fabric	S.Y.	962	\$2.50	\$ 2,405.00
11	Brick Pavers (Traffic Circle)	S.Y.	35	\$125.00	\$ 4,375.00
12	30" Standard Curb & Gutter (Concrete)	L.F.	754	\$27.50	\$ 20,735.00
13	Valley Gutter	S.Y.	178	\$50.00	\$ 8,900.00
14	7" Plain Concrete Pavement	S.Y.	505	\$55.00	\$ 27,775.00
15	Signing, Striping & Pavement Marking	L.S.	1	\$10,000.00	\$ 10,000.00
16	Type III Barricade	Each	8	\$400.00	\$ 3,200.00
17	KDOT Light 18" Limestone Rip Rap	Ton	24	\$125.00	\$ 3,000.00
18	Temporary Traffic Control	L.S.	1	\$10,000.00	\$ 10,000.00
19	Seeding and Mulching	Acre	0.6	\$7,500.00	\$ 4,500.00
SANITARY SEWER					
1	8" Sewer Plug	Each	2	\$350.00	\$ 700.00
2	Sanitary Sewer Pipe (8" PVC)	L.F.	100	\$55.00	\$ 5,500.00
WATERLINE					
1	10" R.J. Waterline	L.F.	210	\$60.00	\$ 12,600.00
2	10" DI CL Waterline	L.F.	10	\$65.00	\$ 650.00
3	10" C900 Waterline (PVC)	L.F.	285.5	\$50.00	\$ 14,275.00
4	10" Gate Valve Assembly, Installed	Each	2	\$3,000.00	\$ 6,000.00
5	20" Steel Casing by Boring	L.F.	210	\$300.00	\$ 63,000.00
6	10"x 8" Cross	Each	1	\$900.00	\$ 900.00
7	10"x 6"x 10" Tee	Each	1	\$800.00	\$ 800.00
8	10" - 11 1/4" CI MJ Bend	Each	4	\$500.00	\$ 2,000.00
9	12" R.J. Waterline	L.F.	83	\$135.00	\$ 11,205.00
10	12" DI CL Waterline	L.F.	10	\$85.00	\$ 850.00
11	12" C900 Waterline (PVC)	L.F.	1695	\$55.00	\$ 93,225.00
12	12" CI MJ Plug	Each	1	\$350.00	\$ 350.00
13	12" x 10" CI CL MJ Tee	Each	1	\$850.00	\$ 850.00
14	12" - 45° CI MJ Bend	Each	2	\$700.00	\$ 1,400.00
15	12" Gate Valve Assembly, Installed	Each	3	\$3,500.00	\$ 10,500.00
16	12" Anchored Gate Valve Assembly, Installed	Each	1	\$1,750.00	\$ 1,750.00
17	22" Steel Casing by Boring	L.F.	83	\$320.00	\$ 26,560.00
18	8" Gate Valve Assembly, Installed	Each	2	\$1,500.00	\$ 3,000.00
19	8" C900 Water Line	L.F.	79	\$55.00	\$ 4,345.00
20	8" CI MJ Plug	Each	1	\$400.00	\$ 400.00
21	6" Gate Valve Assembly, Installed	Each	1	\$1,000.00	\$ 1,000.00
22	6" C900 Water Line	L.F.	79	\$50.00	\$ 3,950.00
23	6" CI MJ Plug	Each	1	\$300.00	\$ 300.00
24	Fire Hydrant Assembly, Installed	Each	5	\$5,000.00	\$ 25,000.00
25	Fire Hydrant Assembly (Special), Installed	Each	1	\$5,500.00	\$ 5,500.00

TOTAL \$ 507,592.50

CONTRACTOR:	
APAC Kansas Inc., Shears Division	
ADDRESS:	
11188 S. 56 Bypass	
CITY: Dodge City	
STATE: Kansas	
ZIP: 67801	
LOW BIDDER	
UNIT PRICE	CONTRACT AMOUNT
\$75,000.00	\$ 75,000.00
\$7,000.00	\$ 7,000.00
\$3,675.00	\$ 3,675.00
\$7,200.00	\$ 7,200.00
\$20.30	\$ 15,732.50
\$44.00	\$ 1,364.00
\$8.00	\$ 15,920.00
\$92.00	\$ 9,660.00
\$86.00	\$ 27,004.00
\$2.25	\$ 2,164.50
\$110.00	\$ 3,850.00
\$34.00	\$ 25,636.00
\$75.30	\$ 13,403.40
\$73.90	\$ 37,319.50
\$8,749.00	\$ 8,749.00
\$2,723.00	\$ 21,784.00
\$90.00	\$ 2,160.00
\$8,325.00	\$ 8,325.00
\$6,200.00	\$ 3,720.00
\$61.00	\$ 122.00
\$50.00	\$ 5,000.00
\$33.00	\$ 6,930.00
\$140.00	\$ 1,400.00
\$37.35	\$ 10,663.43
\$2,200.00	\$ 4,400.00
\$335.00	\$ 70,350.00
\$650.00	\$ 650.00
\$450.00	\$ 450.00
\$395.00	\$ 1,580.00
\$54.15	\$ 4,494.45
\$205.00	\$ 2,050.00
\$39.75	\$ 67,376.25
\$75.00	\$ 75.00
\$625.00	\$ 625.00
\$450.00	\$ 900.00
\$2,300.00	\$ 6,900.00
\$2,800.00	\$ 2,800.00
\$335.00	\$ 27,805.00
\$1,785.00	\$ 3,570.00
\$30.45	\$ 2,405.55
\$50.00	\$ 50.00
\$1,125.00	\$ 1,125.00
\$43.25	\$ 3,416.75
\$35.00	\$ 35.00
\$5,925.00	\$ 29,625.00
\$6,750.00	\$ 6,750.00

TOTAL \$ 551,215.33

BID SECURITY 5%
START DATE 3/27/2017

CONTRACTOR:	
Building Solutions L.L.C.	
ADDRESS:	
11106 Saddle Rd.	
CITY: Dodge City	
STATE: Kansas	
ZIP: 67801	
UNIT PRICE	CONTRACT AMOUNT
\$28,000.00	\$ 28,000.00
\$16,700.00	\$ 16,700.00
\$15,000.00	\$ 15,000.00
\$20,000.00	\$ 20,000.00
\$34.00	\$ 26,350.00
\$90.00	\$ 2,790.00
\$6.25	\$ 12,437.50
\$104.00	\$ 10,920.00
\$104.00	\$ 32,656.00
\$6.75	\$ 6,493.50
\$240.00	\$ 8,400.00
\$32.00	\$ 24,128.00
\$71.00	\$ 12,638.00
\$71.00	\$ 35,855.00
\$10,300.00	\$ 10,300.00
\$3,200.00	\$ 25,600.00
\$200.00	\$ 4,800.00
\$5,000.00	\$ 5,000.00
\$22,000.00	\$ 13,200.00
\$40.00	\$ 80.00
\$30.50	\$ 3,050.00
\$61.00	\$ 12,810.00
\$117.00	\$ 1,170.00
\$58.00	\$ 16,559.00
\$3,100.00	\$ 6,200.00
\$440.00	\$ 92,400.00
\$700.00	\$ 700.00
\$600.00	\$ 600.00
\$530.00	\$ 2,120.00
\$71.00	\$ 5,893.00
\$155.00	\$ 1,550.00
\$64.00	\$ 108,480.00
\$190.00	\$ 190.00
\$900.00	\$ 900.00
\$610.00	\$ 1,220.00
\$3,400.00	\$ 10,200.00
\$4,000.00	\$ 4,000.00
\$480.00	\$ 39,840.00
\$2,150.00	\$ 4,300.00
\$37.00	\$ 2,923.00
\$200.00	\$ 200.00
\$1,600.00	\$ 1,600.00
\$32.00	\$ 2,528.00
\$175.00	\$ 175.00
\$5,850.00	\$ 29,250.00
\$7,050.00	\$ 7,050.00

TOTAL \$ 667,256.00

BID SECURITY 5%
START DATE 3/7/2017

FAIRWAY DRIVE EXTENSION & WATERLINE LOOP AERIAL VIEW

