

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, July 16, 2018

7:00 p.m.

MEETING #5103

CALL TO ORDER

ROLL CALL

INVOCATION BY Father Wesley Schawe, Cathedral of Our Lady of Guadalupe

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Day of Cowboy 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 Work Session Minutes, July 2, 2018;
2. Approval of City Commission Meeting, July 2, 2018
3. Appropriation Ordinance No.14, July, 2018;
4. Cereal Malt Beverage License:
 - a. Wal-Mart Stores #372, 1905 N. 14th Avenue
4. Approval of Change Order No. 1 for Central Avenue & Soule St Improvements.

ORDINANCES & RESOLUTIONS

Resolution No. 2018-14: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payments of Costs Thereof. Report by Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids for Two (2) SUVs for the Dodge City Police Department. Report by Director of Administration, Ryan Reid.
2. Approval of Bids for the Construction of Iron Road Waterline Extension. Report by Director of Engineering Services, Ray Slattery.
3. Approval of Bids for the 2018 Asphalt Street Sealing Program. Report by City Engineer, Tanner Rutschman.
4. Approval of Consulting Services Agreement for Candletree #8, Phase II Design. Report by Director of Engineering, Ray Slattery.
5. Approval of Change Order to the Morgan Pavement Markings. Report by City Engineer, Tanner Rutschman.

OTHER BUSINESS

ADJOURNMENT

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 and celebrate the 4th Saturday in July each year, and this year designates July 28, 2018, 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 16th day of July, 2018.

Kent Smoll, Mayor

Attest:

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, July 2, 2018

5:30 p.m.

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

CALL TO ORDER

1. Discussion of Capital Improvement Projects in 2018 Budget
 - a. Eisenhower Park – Krissy Lampe and Melissa McCoy presented to the City Commissioners updated plans for the Eisenhower Park Project. The project as presented will require an additional \$10,887.49 from the City. This item will be added to the regular City Commission Agenda for approval on this date.
 - b. Dodge City Public Library basement construction project was discussed. This project and bid from Conant Construction was approved on March 5, 2018. Since that time fire code requirements include a sprinkler system in the basement area and updated fire alarms throughout the building. The bid from Conant Construction is 181,621.20. This is an addition to the \$149,950 that was approved in March. The Library is asking that the City continue with the basement construction project to add the Kansas Heritage Center and move some youth services to the basement level. This will include the addition of the sprinkler system and updated fire alarm system. There is some work that the City could do that would decrease the additional 181,621.20 by approximately 25,000. This item will be added to the regular City Commission Agenda this date for approval.
2. Discussion of 2019 Draft Budget. Nicole May, Assistant Finance Director, and Nannette Pogue, Finance Director presented the Commission with the draft of the 2019 budget.

ADJOURNMENT

Commissioner Rick Sowers moved and Commissioner Brian Delzeit seconded the motion to adjourn the meeting.

Mayor

ATTEST:

City Clerk, Nannette Pogue

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, July 2, 2018

7:00 p.m.

MEETING #5102

CALL TO ORDER

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

INVOCATION by: Father Wesley Schawe, Cathedral of Our Lady of Guadalupe

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, June 18, 2018;
2. Approval of City Commission Meeting Minutes, June 18, 2018;
3. Appropriation Ordinance No.13, July 2, 2018;
4. Cereal Malt Beverage License:
El Charro Restaurant, 1209 W. Wyatt Earp Blvd.
Loves Country Store #58, 1108 Wyatt Earp Blvd.
5. Ratification of Assignment of Development Agreement between Sutherlands and the City of Dodge City.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented.
Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Mayor Kent Smoll moved to amend the agenda by adding: item 4, approval of Eisenhower Park project costs; and item 5, approval of additional items to the Dodge City Public Library basement construction project. Commissioner Sowers seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3691: An Ordinance Establishing No Parking Zone on Morgan Boulevard Near the Vicinity of a Public School, Repealing Conflicting Ordinance and Providing Penalties for the Violation of the Provisions of this Ordinance was approved on a motion by Commissioner Joyce Warshaw. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Joyce Warshaw moved to approve the bid from Diamond Roofing in the amount of \$33,921.00 for the Dodge City Fire Department Training Center roof. The motion was seconded by Commissioner Brian Delzeit. The motion carried unanimously.
2. Commissioner Rick Sowers moved to approve the bid for the traffic signal improvements at 1st Avenue and Comanche Street from L&S Electric, LLC in the amount of \$43,400. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
3. Commissioner Rick Sowers moved to approve the quote for street lights for Central Avenue from Victory Electric in the amount of \$144,770. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
4. Commissioner Brian Delzeit moved to approve the Eisenhower Park project costs, to proceed with the project and give the City Manager authority to decide the City funding source for the additional \$10,887.49. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
5. Commissioner Rick Sowers moved to expend an additional \$156,000 to complete the Dodge City Public Library basement construction project, to allow the project to proceed and give the City Manager the authority to determine the funding sources. The motion was seconded by Commissioner Jan Scoggins. The motion carried unanimously.

OTHER BUSINESS

City Manager Cherise Tieben

- Talked about the sound for the Commission meetings on Channel 8. The sound is currently not working and we have been working with Cox to come to a resolution.
- Will continue with weekly meetings with the Commission as usual.
- Staff and the Fireworks Committee met the funding goals for the Annual 4th of July Fireworks Show.
- Recognized Wendy's and Pizza Hut. Both restaurants held fireworks fund raising nights and donated a percentage of their profits.
- Have a safe July 4th.

Commissioner Rick Sowers

Commissioner Jan Scoggins

- Is excited about the Eisenhower Park project and the Dodge City Public Library basement construction project.

Commissioner Joyce Warshaw

- Thanked Abbey Martin for the Facebook recaps of the City Commission meetings.

Commissioner Kent Smoll

- Thanked Nicole May for all of her hard work on the budget;
- Shop local and shop often.

ADJOURNMENT

The meeting was adjourned on a motion by Commissioner Jan Scoggins, seconded by Commissioner Joyce Warshaw. The motion carried unanimously.

Mayor

ATTEST:

City Clerk, Nannette Pogue

**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 Ford

| | | | |
|--|---|--|--|
| SECTION 1 - LICENSE TYPE | | | |
| Check One: <input type="checkbox"/> New License <input checked="" 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 licenses premises. | | | |
| SECTION 2 - APPLICANT INFORMATION | | | |
| Kansas Sales Tax Registration Number (required): <u>004-813212004 F-01</u> | | | |
| I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application) | | | |
| Name | Phone No. | Date of Birth | |
| <u>JAR Jose Ruiz</u> | <u>316-644-5218</u> | <u>4-7-93</u> | |
| Residence Street Address | City | Zip Code | |
| <u>800 Cecil Ave.</u> | <u>Dodge City Ks</u> | <u>67801</u> | |
| Applicant Spousal Information | | | |
| Spouse Name | Phone No. | Date of Birth | |
| <u>N/A.</u> | | | |
| Residence Street Address | City | Zip Code | |
| | | | |
| SECTION 3 - LICENSED PREMISE | | | |
| Licensed Premise (Business Location or Location of Special Event) | | Mailing Address (If different from business address) | |
| DBA Name | Name | | |
| <u>Dodge House Restaurant + Saloon</u> | | | |
| Business Location Address | Address | | |
| <u>2408 W. Wyatt Earp</u> | | | |
| City | State | City | State Zip |
| <u>Dodge City Ks</u> | <u>67801</u> | | |
| Business Phone No. | <input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location. | | |
| <u>620-225-0333</u> | | | |
| Business Location Owner Name(s) | | | |
| | | | |
| SECTION 4 - APPLICANT QUALIFICATION | | | |
| 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>25</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* have 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 <input checked="" type="checkbox"/> No Have Have Not |
| My spouse has previously held a CMB license. | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| My spouse has never been convicted of one of the crimes mentioned above while licensed. | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**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

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 licenses premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-K0943341F-02

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

| | | |
|---|----------------------------------|---------------------------------|
| Name <u>Maria del Carmen Medrano</u> | Phone No. <u>620 390-8650</u> | Date of Birth <u>4-27-63</u> |
| Residence Street Address <u>1310 Central Avenue Apt #1</u> | City <u>Dodge City</u> | Zip Code <u>67801</u> |

Applicant Spousal Information

| | | |
|--------------------------|-----------|---------------|
| Spouse Name | Phone No. | Date of Birth |
| Residence Street Address | City | Zip Code |

SECTION 3 - LICENSED PREMISE

| Licensed Premise (Business Location or Location of Special Event) | Mailing Address (If different from business address) |
|--|---|
| DBA Name <u>El Rodeo</u> | Name <u>same</u> |
| Business Location Address <u>102 W Wyatt Earp Blvd</u> | Address |
| City <u>Dodge City</u> State <u>Kansas</u> Zip <u>67801</u> | City State Zip |
| Business Phone No. <u>620-801-5205</u> | <input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location. |
| Business Location Owner Name(s) <u>Francisco Alcala</u> | |

SECTION 4 - APPLICANT QUALIFICATION

I am a U.S. Citizen Yes No

I have been a resident of Kansas for at least one year prior to application. Yes No

I have resided within the state of Kansas for _____ years.

I am at least 21 years old. Yes No

I have been a resident of this county for at least 6 months. Yes No

Within 2 years immediately preceding the date of this application, neither I nor my spouse* have 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.

Yes No have not

My spouse has previously held a CMB license. Yes No

My spouse has never been convicted of one of the crimes mentioned above while licensed. Yes No

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, 
Director of Engineering
Services

Date: July 10, 2018

Subject: Heritage District Parking
Lot Improvements ST1612

Agenda Item: Consent Calendar

Recommendation: Approve change order No. 1 of Central Ave. & University Dr./Soule St. Improvements.

Background: Central Ave. & University Dr./Soule St. Improvements was approved on February 19, 2018.

Justification: 7" PCC Pavement – The addition of 75 SY of pavement was needed to provide a smoother transition from the cross slope of the new concrete pavement to the parabolic cross slope of the existing asphalt pavement. The transition looked to be more serve in the field than it appeared on paper during design.

8" (AE) NRDJ Concrete Pavement – This item was added to the Change Order in error. It will be corrected in the next Pay Estimate.

6" Driveway Pavement – the additional 50.63 SY was a result of adding the additional parking spaces on private property. This was done because of the concern of taking away the on street parking.

30" Standard Curb & Gutter – The additional 58.5 LF was a result of lengthening the transition and the added parking area on private property, as mentioned above.

Remove Cross, Waterline – There was only one existing cross that had to be removed. The other cross was removed sometime in the past.

Asphalt Pavement-Other Methods – The additional 35.5 SY was a result of lengthening the transition as mentioned above.

Remove Extra Waterline & Valve, 10" C900 Waterline Installed, & Install city Supplied 10" Gate Valve – Once the existing waterline and gate valve was exposed, it was determined that the existing valve was inoperable. Therefore it was determined that the valve should be replaced. To do this a section of the existing waterline was removed and replace, the valve replaced and moved so that it would not be in possible conflict with the new curb return.

18" Fire Hyd. Extension – The extension was needed because the standard 4' bury hydrant was not tall enough to bring the hydrant to the proper elevation.

Financial Considerations: Change Order 1 is for an increase of \$9270.02.

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current.

Legal Considerations: N/A

Attachments: Change Order 1

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: July 13, 2018
Subject: Resolution No. 2018-14

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2018-14.

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. At the May 7, 2018 City Commission meeting the City Commission approved the 2018 street program and other projects to be financed by General Obligation Bonds. This program included street projects that will need to be financed with General Obligation Bond funding. Those projects are: Linn Street reconstruction and drainage improvement in the amount of \$250,000; Wagon Wheel #2 connection to Frontview in the amount of \$175,000; asphalt street projects including reconstruction of Gary Ave (US-50 Hwy to Mellane St.), reconstruct Academy Ave (Hennessey St. to the north), 2" overlay on Linn St. (Greenwood Avenue to Overhill Rd.), 2" overlay on St. Joseph St. (Ave A to Anna Ave), 2" overlay on McArtor Rd. (2nd Ave to Kelley St), 2" overlay on Sycamore St. (S. 2nd Ave. to Minneola Rd), 2" overlay on Avenue F (Division St. to Comanche St.) in the amount of \$500,000. Other public improvement projects authorized by the resolution are: Kindsvater Trucking drainage improvements in the amount of \$115,000; Green Hills O'Ford drainage improvement design build project in the amount of \$200,000; public art fund contribution in the amount of \$18,900. Additional funding for Central Avenue reconstruction in the amount of \$1,300,000 was included in the 2018 Street Program List that was approved by the Commission in May. This additional funding does not need to be authorized since the Central Avenue reconstruction project was previously authorized by the City Commission in amount of \$8,360,000. The project as it is now will be well under this amount. In the approval resolution, the public art fund contribution is added to each project instead of a standalone. That is why the amounts in the authorizing resolution are slightly different than what is stated above. Resolution No. 2018-14 formalizes the approval process for bond financing.

Justification: To issue General Obligation Bonds for specific street and other public improvement projects need to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

Legal Considerations: None

Attachments: Resolution No. 2018-14.

RESOLUTION NO. 2018-14

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS:

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (collectively the “Improvements”):

| <u>Description</u> | <u>Estimated Cost</u> |
|--|-----------------------|
| Linn Street Reconstruction and Drainage | \$ 252,500 |
| Wagon Wheel #2 Connection to Frontview | 176,750 |
| Asphalt Street Projects: | 505,000 |
| - Reconstruct Gary Ave (US-50 HWY to Mellane St.) | |
| - Reconstruct Academy Ave. (Hennessey St. to the north) | |
| - 2” Overlay on Linn St. (Greenwood Ave. to Overhill Rd.) | |
| - 2” Overlay on St. Joseph St. (Ave A to Anna Ave) | |
| - 2” Overlay on McArtor Rd (2 nd Ave to Kelley St.) | |
| - 2” Overlay on Sycamore St. (S. 2 nd Ave to Minneola | |
| - 2” Overlay on Ave. F (Division St. to Comanche St.) | |

| | |
|---|---------|
| Kindswater Trucking Drainage Improvements | 116,150 |
| Green Hills O'Ford Drainage Improvement | 202,000 |

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on July 16, 2018.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 16, 2018, as the same appears of record in my office.

DATED: July 16, 2018

Clerk

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: July 11th, 2018

Subject: Two (2) SUVs for PD Patrol

Agenda Item: New Business

Recommendation: We are opening bids on Thursday, July 12th and will evaluate the bids received. At the next Commission Meeting, Staff will present the results of the bids and expects to recommend the purchase of two police package SUVs for the Dodge City Police Department.

Bid tabulation will be available at that time.

Background: These vehicles are budgeted. These vehicles replace two 2010 Crown Victoria sedans.

Justification: The SUV has been a good fit for the Dodge City Patrol Division. These vehicles are one of the main tools that Patrol uses to protect the residents of our community and respond to incidents.

Financial Considerations:
This is a budgeted purchase

Attachments: None at this time.

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, PE
Director of Engineering Services*

Date: July 11, 2018

*Subject: Iron Rd. Waterline Extension
WL 1801*

Agenda Item: New Business

Recommendation: Approve the bid from NOWAK Construction Company, Inc. in the amount of \$112,025.90 for the construction of the Iron Rd. Waterline Extension. The bid from NOWAK Construction Company, Inc. is below the Engineer's Estimate of \$209,065.00. NOWAK has indicated they can begin the project 10 days after approval and as soon as contracts are signed.

Background: For some time the City has been wanting to connect the 12" waterline at the 14th Ave. & Iron Rd. Intersection to the 12" waterline at Legends Park. With the relocation of the 1st Assembly God Church which was part of the STAR Bond project to the corner of 14th Ave. & Iron Rd. the 12" waterline needs to be installed to provide water service and fire protection to the new church building. This waterline extension is part of the STAR Bond project.

Justification: The construction of this waterline extension will provide the necessary water service to the new church. It will also provide a loop to supply water to two areas of town that have development.

Financial Considerations: Funding of this project will be from the STAR Bond proceeds and/or the Water Utility Fund.

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 NOWAK Construction Company, Inc. the City will enter into a contract with NOWAK Construction Company, Inc. and be responsible to make payments.

Attachments: The bid tabulation which includes the bidders for the project along with the Engineer's Estimate and an aerial overview of the waterline extension.

Utility Map, Dodge City, Ks

Legend Details

Basemaps Measure Layers Print

municipal wells

- Municipal
- StandBy
- Raw Water
- Irrigation
- Inactive
- Plugged

fire hydrants

GPM

- 1000 To 1500 GPM
- 500 To 1000 GPM
- Less Than 500 GPM
- No Flow Data

water valves

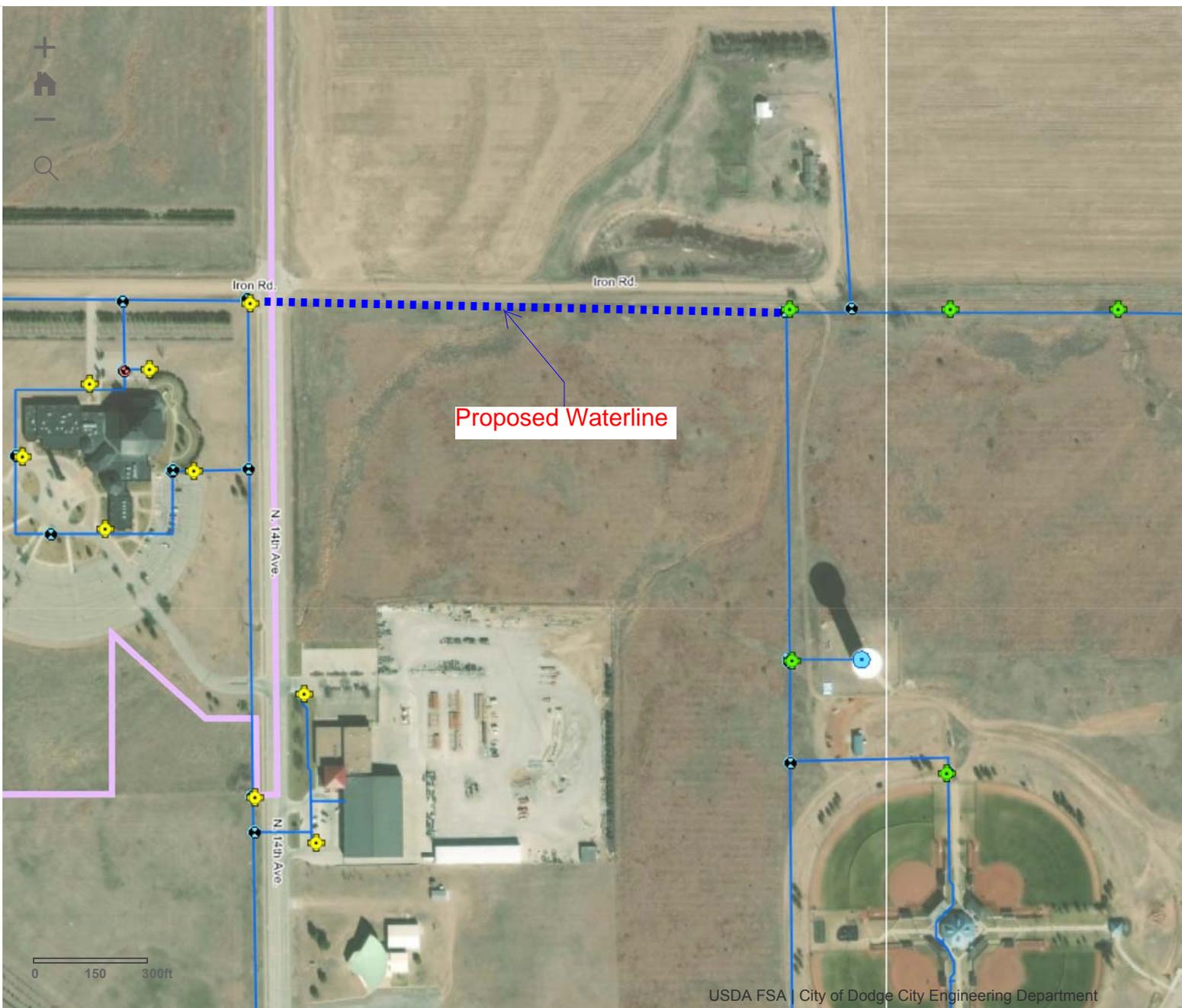
- main
- fire

water system features

- system interconnect
- underground reservoir
- water tower
- air relief

water lines

- Water main
- Abandoned line
- isolated



Memorandum

*To: City Manager
City Commissioners*
*From: Tanner Rutschman, P.E.
City Engineer*
Date: July 16, 2018
*Subject: 2018 Asphalt Street Sealing Program,
ST 1805*
Agenda Item: New Business

Recommendation: Approve the bid from APAC-Kansas for the 2018 Asphalt Street Sealing Program in the amount of \$300,000. They proposed to apply chip seal to 130,000 square yards of asphalt streets for the funding available. The Engineer's estimate for the area to be sealed with the funding available was 125,000 square yards.

Background: This project will perform preventative maintenance on the majority of asphalt streets in maintenance zone 1. This maintenance will consist of applying a layer of emulsified asphalt material, which will fill in minor surface distresses, followed by a layer of rock chips which will seal off the asphalt surface and help prevent water from percolating through cracks as well as smooth out minor surface deformities. Maintenance zone 1 can be seen in the attached map and has already received mastic crack sealant.

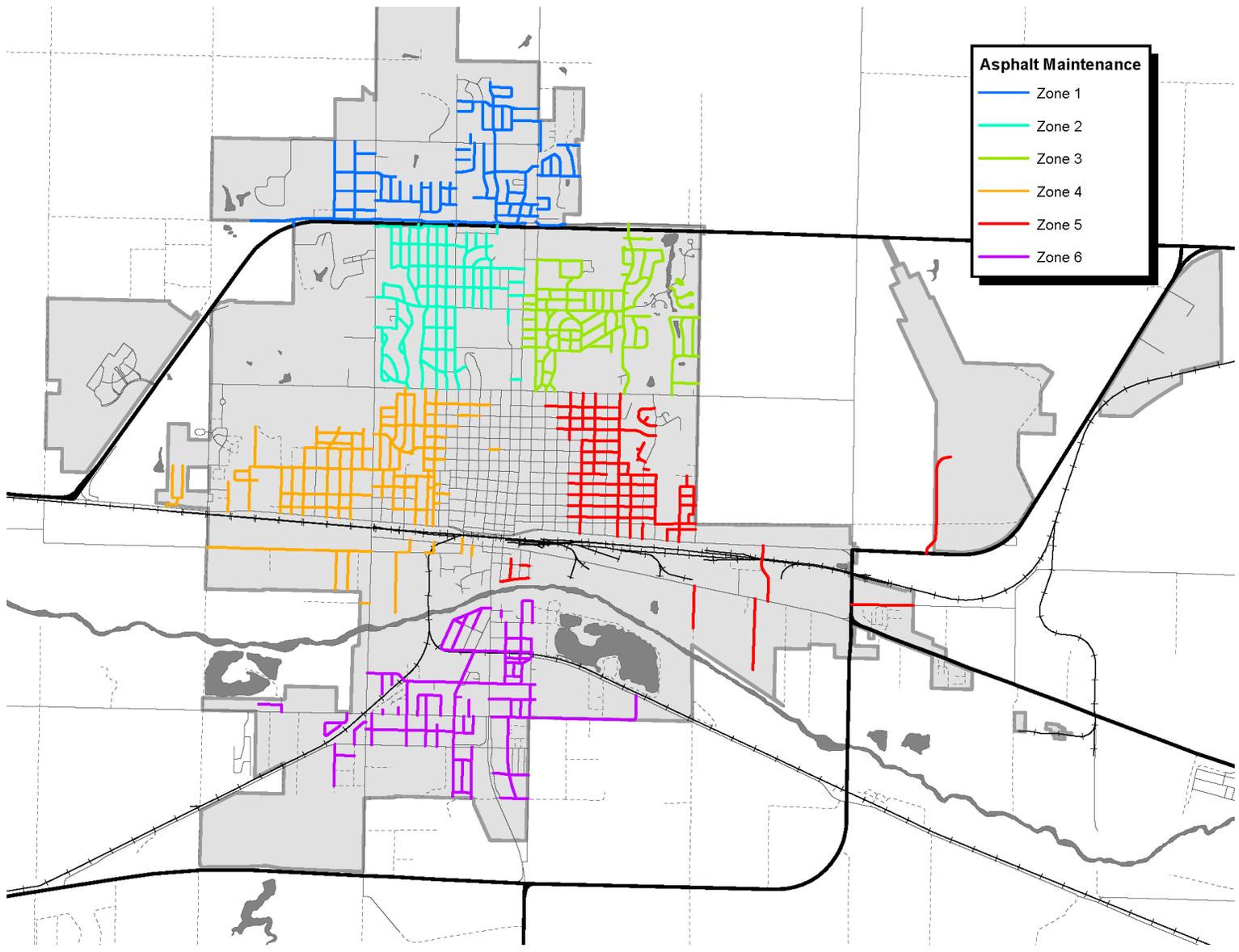
Justification: This project will maintain the street infrastructure in the form of preventative maintenance and extend the service life of the streets.

Financial Considerations: The 2018 Asphalt Street Sealing Program will cost \$300,000. Funding of this project will come from General Obligation Bonds.

Purpose/Mission: The completion of this project will adhere to the City's core value of 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition and extending the life of streets repaired under this project.

Legal Considerations: By approving the bid from APAC-Kansas, the City will enter into a contract with APAC-Kansas, and be responsible to make payments to APAC-Kansas for the completed work.

Attachments: A map showing the maintenance zones for asphalt streets and the bid tabulation is attached.



CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: Asphalt Street Sealing Program

PROJECT #: ST 1805

BID DATE: 07/10/18

| | |
|----------------------------------|-----------------|
| CONTRACTOR: APAC-Kansas, Inc. | |
| ADDRESS: 302 Peyton St. | |
| CITY: | <u>Emporia</u> |
| STATE: | <u>Kansas</u> |
| ZIP: | <u>66801</u> |
| LOW BIDDER | |
| | |
| QTY | CONTRACT AMOUNT |
| 130,000 | \$ 300,000.00 |
| | |
| | |
| | |
| | |
| | |

ENGINEER'S ESTIMATE

| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|------|---------------------|------|--------|------------|---------------|
| 1 | "Shot Rock" Sealing | S.Y. | 125000 | \$2.40 | \$ 300,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

TOTAL **125000 SY**

TOTAL **130000 SY**

BID SECURITY 5%
 START DATE 6/1/2019

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: July 12, 2018

*Subject: Consulting Service Agreement for
Candletree #8, Phase II Design,
PL 1804.*

Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with SMH Consultants, P.A. pending review by City Attorney and development agreement with the developer.

Background: City Staff has been working with a developer to open an area for housing using the RHID Incentive Program. SMH has provided engineering services for Candletree #8, Phase I. SMH also developed preliminary and final platting information and develop construction plans and documents necessary to construct streets, water, sewer, and storm sewer infrastructure of Phase I and II.

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 \$70,725.00. 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

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| Client: <u>City of Dodge City</u> | Project: <u>Candletree 8 Phase 2</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>1807DG4035</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 Addition Unit 8 Phase 2 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: Not to Exceed Hourly Fee Estimate
- Attachment C:
- Other:

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 NOT-TO EXCEED COST OF CONSULTANT’S SERVICES IS \$70,725.00

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

CLIENT

By: _____
 AUTHORIZED REPRESENTATIVE

TITLE: _____

DATE: _____

CONSULTANT

By: _____
 AUTHORIZED REPRESENTATIVE

TITLE: Principal

DATE: July 3, 2018

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 8 Addition-Phase 2
Residential Subdivision Sanitary Sewer, Water, and Streets
Scope of Professional Services
Prepared: July 3, 2018***

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

PROJECT ADMINISTRATION

1. Project kick-off meeting with City of Dodge City staff to review design criteria, project scheduling, and so forth.
2. Project management including various meetings with City staff throughout the design process, project invoicing and accounting, and management of internal staff working on the project.
3. Preparation of project cost estimates as required by the City of Dodge City throughout the design process.

SANITARY SEWER DESIGN

Phase I (Topographic Survey)

1. Additional topographic, and site survey for the entire Phase 2 site that is platted as required for the final sanitary sewer design. This task is generally related to picking up as-built information from the Phase 1 project and any other noted changes in topography.
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 for Phase 2.
 2. 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 or proposed 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 and one full size paper set) for review by the City of Dodge City. This task also includes a field check by the Dodge City Office Manager and Project Engineer.

Phase III (Final Construction Documents)

1. Final gravity sanitary sewer plan and profile internal to the development for Phase 2. 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 special provisions and specification documents using City of Dodge City standard forms.

WATER MAIN DESIGN

Phase I (Topographic Survey)

1. Additional topographic, and site survey for the entire Phase 2 site that is platted as required for the final water main design. This task is generally related to picking up as-built information from the Phase 1 project and any other noted changes in topography.
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 for Phase I. 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 and on full size paper set) for review by the City of Dodge City. This task also includes a field check by the Dodge City Office Manager and Project Engineer.

Phase III (Final Construction Documents)

1. Final water main plan and profile for the extension of water service to and within the platted subdivision for Phase 2 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 special provision and specification documents using City of Dodge City standard forms.

RESIDENTIAL STREET DESIGN

Phase I (Topographic Survey)

1. Additional topographic, and site survey for the entire Phase 2 site that is platted as required for the final street design. This task is generally related to picking up as-built information from the Phase 1 project and any other noted changes in topography.
2. Conversion of the survey into a working drawing that can be used for design.

Phase II (Preliminary Construction Documents)

1. Preliminary street plan and profile internal to the development for Phase 2. The proposed street plan and profile will also depict the location of utility crossings both vertically and horizontally. The street plan and profile shall conform to City of Dodge City Standards.
2. Paving details as required by the pavement design.
3. Preliminary roadway cross sections for each of the public streets internal to the development for Phase 2. 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 showing horizontal and vertical design information at each of the proposed intersections within Phase 2.

5. Storm water runoff calculations and drainage study to verify the required storm water needs of the subdivision including the proper sizing of conduits and inlets for street drainage.

This task does not include an analysis of the before development and after development runoff conditions from the site for proper sizing of a storm water detention basin. It is understood that given the regional detention basin in this drainage that no detention will be required onsite.

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 Phase 2 of the platted area to depict areas of cut and fill. This task includes grading improvements for any KDHE required sedimentation basins.
9. Preliminary storm water erosion and sediment control plan including sizing of sedimentation basins required by KDHE.
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 storm water pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications.
12. Submittal of preliminary construction documents (electronically and one full size paper set) for review by the City of Dodge City. This task also includes a field check by the Dodge City Office Manager and Project Engineer.

Phase III (Final Construction Documents)

1. Final street plan and profile internal to the development for Phase 2. The proposed street plan and profile will also depict the location of utility crossings both vertically and horizontally. The street plan and profile shall conform to City of Dodge City Standards.
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 internal to the development for Phase 2. 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 showing horizontal and vertical design information at each of the proposed intersections within Phase 2.
7. Final mass grading plan for Phase 2 of the platted area to depict areas of cut and fill. This task includes grading for any KDHE required detention basins.
8. Final erosion and sediment control plan including required KDHE sedimentation basins based on review comments from the City of Dodge City.
9. Preparation of final special provision and specification documents using City of Dodge City standard forms.

PROJECT MONUMENTATION

1. Setting and resetting of all permanent property pins related to Phase 2 construction at the completion of grading operations. This task and the associated fee assumes multiple trips will be required prior to completion as SMH coordinates between the developer, contractor and City.

Notes

- Any services not identified in the fore mentioned scope of services requested by the City of Dodge City will be provided or negotiated at 2018 hourly rates included herein.
- It is assumed that this project will not be bid by the City and therefore bid full bid documents and an engineer's estimate typically required for a City let project are not required.

2018 Personnel and Reimbursable Rates

SMH Consultants

| | <u>Standard Rate</u> | <u>Overtime Rate</u> |
|---|----------------------|----------------------|
| <i>Survey Crew</i> | \$125.00/hour | \$167.00/hour |
| <i>GPS /Robot Crew</i> | \$100.00/hour | \$123.75/hour |
| <i>CADD Technician</i> | \$85.00/hour | \$110.00/hour |
| <i>Managing Principal Professional Surveyor</i> | \$125.00/hour | \$160.00/hour |
| <i>Professional Surveyor</i> | \$110.00/hour | \$133.00/hour |
| <i>Managing Principal Engineer</i> | \$165.00/hour | \$215.00/hour |
| <i>Principal Engineer</i> | \$155.00/hour | \$200.00/hour |
| <i>Project Engineer</i> | \$135.00/hour | \$175.00/hour |
| <i>Design Engineer</i> | \$100.00/hour | \$130.00/hour |
| <i>Landscape Architect</i> | \$105.00/hour | \$135.00/hour |
| <i>Construction Engineering/Inspection</i> | \$85.00/hour | \$110.00/hour |
| <i>Clerical</i> | \$55.00/hour | \$70.00/hour |
| <i>Mileage</i> | \$0.545/mile | |
| <i>Concrete Cylinder Breaks</i> | \$50/each | |

Fee Estimate

City of Dodge City
Candletree Addition Unit 8 Phase 2
Exhibit B

SC = Survey Crew
CT = CADD Technician
MPLS = Managing Principal Land Surveyor

RLS = Registered Land Surveyor
MPE = Managing Principal Engineer
PE = Project Engineer

DE = Design Engineer
CE = Construction Engineer
CL = Clerical



| | SC | CT | MPLS | RLS | MPE | PE | DE | LA | CL | Rate = | SC | CT | MPLS | RLS | MPE | PE | DE | LA | CL | Expenses | Totals Hours | Total Fee | | |
|--|-----------------|----|------|-----|-----|-----|-----|----|----|--------|---------------|----------|----------|----------|----------|------------|----------|----|----------|----------|-----------------|------------------------|------------|-------------|
| | Estimated Hours | | | | | | | | | | Estimated Fee | | | | | | | | | | | | | |
| PROJECT ADMINISTRATION | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Kick-Off | | | | | | 2 | | 2 | | | | | | | | | | | | | \$200.00 | 4 | \$680.00 | |
| 2. Project Management | | | | | 2 | 10 | | 2 | | | | | | | \$330.00 | \$1,350.00 | | | \$210.00 | | \$200.00 | 14 | \$2,090.00 | |
| 3. Cost Estimates | | | | | | 4 | | | | | | | | | | \$540.00 | | | | | \$150.00 | 4 | \$690.00 | |
| | | | | | | | | | | | | | | | | | | | | | | Platting = | | \$3,460.00 |
| | | | | | | | | | | | | | | | | | | | | | | Total Administration = | | \$3,460.00 |
| SANITARY SEWER DESIGN | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase I - Topographic Survey | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Topo and Site Survey | 16 | | 1 | | | | | | | | \$2,000.00 | | \$125.00 | | | | | | | | | 17 | \$2,125.00 | |
| 2. Base Map Preparation | | 8 | 1 | | | | | | | | | \$680.00 | \$125.00 | | | | | | | | | 9 | \$805.00 | |
| | | | | | | | | | | | | | | | | | | | | | | Phase I Total = | | \$2,930.00 |
| Phase II - Preliminary Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Preliminary Sanitary Sewer Plan and Profile | | 30 | | | | 4 | 16 | | | | \$2,550.00 | | \$125.00 | | \$540.00 | \$1,600.00 | | | | | | 50 | \$4,690.00 | |
| 2. Sanitary Sewer Standard Details | | 1 | | | | 1 | | | | | \$85.00 | | | | \$135.00 | \$50.00 | | | | | | 2 | \$220.00 | |
| 3. Utility Coordination | | | | | | 1 | 0.5 | | | | | | | | \$135.00 | \$50.00 | | | | | | 1.5 | \$185.00 | |
| 4. Sanitary Sewer Permitting | | | | | | 3 | 1 | | | | | | | | \$405.00 | \$100.00 | | | | | | 4 | \$505.00 | |
| 5. Review Submittal | | 2 | | | 2 | 4 | 2 | 1 | | | \$170.00 | | | \$330.00 | \$540.00 | \$200.00 | \$105.00 | | | | \$150.00 | 11 | \$1,495.00 | |
| | | | | | | | | | | | | | | | | | | | | | | Phase II Total = | | \$7,095.00 |
| Phase III - Final Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Final Sanitary Sewer Plan and Profile | | 6 | | | | 1 | 1 | | | | \$510.00 | | | | \$135.00 | \$100.00 | | | | | | 8 | \$745.00 | |
| 2. Sanitary Sewer Standard Details | | 1 | | | | 0.5 | | | | | \$85.00 | | | | \$67.50 | | | | | | | 1.5 | \$152.50 | |
| 3. Document Preparation | | | | | 0.5 | 1 | | | | | | | | \$82.50 | \$135.00 | | | | | | \$150.00 | 1.5 | \$367.50 | |
| | | | | | | | | | | | | | | | | | | | | | | Phase III Total = | | \$1,265.00 |
| | | | | | | | | | | | | | | | | | | | | | | Total Sanitary Sewer = | | \$11,290.00 |
| WATER MAIN DESIGN | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase I - Topographic Survey | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Topo and Site Survey | 8 | | 1 | | | | | | | | \$1,000.00 | | \$125.00 | | | | | | | | | 9 | \$1,125.00 | |
| 2. Base Map Preparation | | 4 | 1 | | | | | | | | | \$340.00 | \$125.00 | | | | | | | | | 5 | \$465.00 | |
| | | | | | | | | | | | | | | | | | | | | | | Phase I Total = | | \$1,590.00 |
| Phase II - Preliminary Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Preliminary Water Main Plan and Profile | | 36 | | | | 4 | 12 | | | | \$3,060.00 | | | | \$540.00 | \$1,200.00 | | | | | | 52 | \$4,800.00 | |
| 2. Water Main Standard Details | | | | | | 1 | 1 | | | | | | | | \$135.00 | \$100.00 | | | | | | 2 | \$235.00 | |
| 3. Utility Coordination | | | | | | 1 | 0.5 | | | | | | | | \$135.00 | \$50.00 | | | | | | 1.5 | \$185.00 | |
| 4. Review Submittal | | 2 | | | 2 | 5 | 2 | 1 | | | \$170.00 | | | \$330.00 | \$675.00 | \$200.00 | \$105.00 | | | | \$150.00 | 12 | \$1,630.00 | |
| | | | | | | | | | | | | | | | | | | | | | | Phase II Total = | | \$6,850.00 |
| Phase III - Final Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Final Water Main Plan and Profile | | 3 | | | | 0.5 | 1 | | | | \$255.00 | | | | \$67.50 | \$100.00 | | | | | | 4.5 | \$422.50 | |
| 2. Water Main Standard Details | | | | | | 0.5 | 1 | | | | | | | | \$67.50 | \$100.00 | | | | | | 1.5 | \$167.50 | |
| 3. Document Preparation | | | | | 0.5 | 1 | | | | | | | | \$82.50 | \$135.00 | | | | | | \$150.00 | 1.5 | \$367.50 | |
| | | | | | | | | | | | | | | | | | | | | | | Phase III Total = | | \$957.50 |
| | | | | | | | | | | | | | | | | | | | | | | Total Water Main = | | \$9,397.50 |

RESIDENTIAL STREET DESIGN

| | | | | | | | | | | | | | | | | |
|-------------------------------------|---|---|---|--|--|--|--|--|--|------------|--|----------|--|--|---|------------|
| Phase I - Topographic Survey | | | | | | | | | | | | | | | | |
| 1. Topo and Site Survey | 8 | | 1 | | | | | | | \$1,000.00 | | \$125.00 | | | 9 | \$1,125.00 |
| 2. Base Map Preparation | | 6 | 1 | | | | | | | \$510.00 | | \$125.00 | | | 7 | \$635.00 |

Phase I Total = \$1,760.00

| | | | | | | | | | | | | | | | | | |
|--|----|---|---|-----|----|---|---|--|--|------------|----------|------------|------------|----------|----------|-------------|------------|
| Phase II - Preliminary Construction Documents | | | | | | | | | | | | | | | | | |
| 1. Preliminary Roadway Plans, Profiles | 40 | | 6 | 14 | 60 | | | | | \$3,400.00 | \$990.00 | \$1,890.00 | \$6,000.00 | | 120 | \$12,280.00 | |
| 2. Paving Details | 2 | | | 0.5 | | | | | | \$170.00 | | \$67.50 | | | 2.5 | \$237.50 | |
| 3. Preliminary Roadway Cross Sections | 16 | | | 2 | 2 | | | | | \$1,360.00 | | \$270.00 | \$200.00 | | 20 | \$1,830.00 | |
| 4. Preliminary Intersection Details | 8 | | | 4 | 16 | | | | | \$680.00 | | \$540.00 | | | 28 | | |
| 5. Stormwater Runoff Calculations | | | | 8 | 36 | | | | | | | \$1,080.00 | \$3,600.00 | | 44 | \$4,680.00 | |
| 6. Preliminary Storm Sewer Layout and Design | 6 | | | 6 | 16 | | | | | \$510.00 | | \$810.00 | \$1,600.00 | | 28 | \$2,920.00 | |
| 7. Storm Sewer Details | | | | 0.5 | 1 | | | | | | | \$67.50 | \$100.00 | | 1.5 | \$167.50 | |
| 8. Preliminary Mass Grading | 16 | 6 | | 6 | 40 | | | | | \$1,360.00 | \$750.00 | \$810.00 | \$4,000.00 | | 68 | \$6,920.00 | |
| 9. Preliminary Stormwater Erosion and Sediment Control | 4 | | | 0.5 | | | | | | \$340.00 | | \$67.50 | | | 4.5 | \$407.50 | |
| 10. Utility Coordination | | | | 1 | | | | | | | | \$135.00 | | | 1 | \$135.00 | |
| 11. NPDES Permitting | 4 | | | 1 | | | | | | \$340.00 | | \$135.00 | | \$60.00 | 5 | \$535.00 | |
| 12. Review Submittal | 2 | | 6 | 6 | 1 | 1 | 1 | | | \$170.00 | \$990.00 | \$810.00 | \$100.00 | \$105.00 | \$300.00 | 16 | \$2,475.00 |

Phase II Total = \$32,587.50

| | | | | | | | | | | | | | | | | |
|--|-----|--|---|-----|---|---|--|--|--|------------|----------|----------|----------|----------|-----|------------|
| Phase III - Final Construction Documents | | | | | | | | | | | | | | | | |
| 1. Final Roadway Plans, Profiles & Landscaping | 5 | | | 1 | | 4 | | | | \$425.00 | | \$135.00 | \$420.00 | | 10 | \$980.00 |
| 2. Paving Details | 1 | | | 0.5 | | | | | | \$85.00 | | \$67.50 | | | 1.5 | \$152.50 |
| 3. Final Storm Sewer Layout and Design | 2 | | | 1 | | | | | | \$170.00 | | \$135.00 | | | 3 | \$305.00 |
| 4. Storm Sewer Standard Details | 0.5 | | | 0.5 | | | | | | \$42.50 | | \$67.50 | | | 1 | \$110.00 |
| 5. Final Roadway Cross Sections | 4 | | | 1 | | | | | | \$340.00 | | \$135.00 | | | 5 | \$475.00 |
| 6. Final Intersection Details | 12 | | | 1 | 6 | | | | | \$1,020.00 | | \$135.00 | \$600.00 | | 19 | \$1,755.00 |
| 7. Final Mass Grading | 6 | | | 2 | | | | | | \$510.00 | | \$270.00 | | | 8 | \$780.00 |
| 8. Final Stormwater Erosion and Sediment Control | 2 | | | 0.5 | | | | | | \$170.00 | | \$67.50 | | | 2.5 | \$237.50 |
| 9. Document Preparation | 2 | | 2 | 1 | | | | | | \$170.00 | \$330.00 | \$135.00 | | \$300.00 | 5 | \$935.00 |

Phase III Total = \$5,730.00

Total Resid. Streets = \$40,077.50

PROJECT MONUMENTATION

| | | | | | | | | | | | | | | | | |
|---------------------|----|--|---|--|--|--|--|--|--|------------|--|----------|--|--|----|------------|
| 1. Property Corners | 50 | | 2 | | | | | | | \$6,250.00 | | \$250.00 | | | 52 | \$6,500.00 |
|---------------------|----|--|---|--|--|--|--|--|--|------------|--|----------|--|--|----|------------|

As Built = \$6,500.00

| | | | | | | | | | | | | | | | | | | | | | |
|-----------------|-------|--------|-------|------|-------|-------|--------|------|------|------|----------|-----------|----------|------|----------|-----------|-----------|--------|------|----------|-------|
| Totals = | 32.00 | 231.50 | 12.00 | 0.00 | 19.00 | 86.50 | 216.00 | 7.00 | 0.00 | 0.00 | 4,000.00 | 19,677.50 | 1,500.00 | 0.00 | 3,135.00 | 11,677.50 | 20,000.00 | 735.00 | 0.00 | 1,260.00 | 604.0 |
|-----------------|-------|--------|-------|------|-------|-------|--------|------|------|------|----------|-----------|----------|------|----------|-----------|-----------|--------|------|----------|-------|

Not To Exceed Fee Estimate = \$70,725.00

Memorandum

*To: City Manager
City Commissioners*

*From: Tanner Rutschman, P.E.
City Engineer*

Date: July 16, 2018

*Subject: Morgan Blvd. Pavement Markings,
ST 1802*

Agenda Item: New Business

Recommendation: Approve Change Order #1 for Road Safe Traffic Systems to extend pavement marking quantities on Morgan Blvd. in the amount of \$3,845.08.

Background: At the commission meeting on June 18th, the quote for the Morgan Blvd. Pavement Markings project from Road Safe Traffic Systems was approved. That quote only included the markings from 6th Ave. to 1st Ave. This change order will extend the pavement marking quantities on Morgan Blvd. to include the last block from 1st Ave. to Central Ave. The existing markings have worn quite a bit and we believe it is the right time to remove and replace them since there are funds left in the budget.

Justification: This project will enhance the safety of the traveling public by replacing the pavement markings to better show the designated traffic lanes.

Financial Considerations: This change order will add \$3,845.08 to the original approved quote of \$27,686.90, bringing the new project total to \$31,531.98. Funding for this project will come from the Special Streets Fund. There was \$52,500 budgetted for the project which brings the quote from Road Safe with extended quantities to 40% under budget.

Purpose/Mission: The completion of this project will adhere to our core value of 'Safety' and 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition.

Legal Considerations: By approving this change order to Road Safe Traffic Systems contract, the City will be responsible for the additional payments to Road Safe Traffic Systems for completed work.

Attachments: The Change Order #1 sheet for the Morgan Blvd. Pavement Markings.

