

AMENDED CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, July 2, 2012

7:00 p.m.

MEETING #4891

CALL TO ORDER

ROLL CALL

INVOCATION by Captain Joaquin Rangel of the Salvation Army

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Kansas All-Star Football Shrine Bowl Day

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).

Dodge City Public Library Quarterly Update: Cathy Reeves

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, June 18, 2012;
2. Appropriation Ordinance No. 13, July 2, 2012;
3. Cereal Malt Beverage Licenses
 - a. Pilot Travel Center #657, 2524 E. Wyatt Earp Blvd.

RESOLUTION & ORDINANCE

Resolution No. 2012-24: Reconsideration of Resolution No. 2012-21 Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas. Report by City Manager, Ken Strobel and Fire Chief, Kevin Norton.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Final Plat of La Estancia II. Report by Director of Developmental Services, Dennis Veatch.
2. Approval of Bid for Patching on 14th Avenue near the Comanche Intersection. Report by Director of Engineering, Ray Slattery.

3. Approval of Design Contract for Trail Street Reconstruction from 2nd Avenue to 14th Avenue. Report by Director of Engineering, Ray Slattery.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

WHEREAS, The Shrine Bowl of Kansas, Inc., sponsored by the five Shrine Centers of Kansas, namely, Abdallah of Overland Park, Arab of Topeka, Isis of Saline, Midian of Wichita and Mirza of Pittsburg, will sponsor their 39th Annual All-Star Football Game on July 28, 2012 in Emporia, Kansas, and continue their tradition of philanthropy; and

WHEREAS, For over 89 years, the Ancient Arabic Order of the Nobles of the Mystic Shrine of North America, through its network of hospitals, has treated over 865,000 children with orthopedic disabilities, and in more recent years, treated thousands of severely burned children through its Burn Institute; and

WHEREAS, The citizens of the great State of Kansas may aid this worthy and impartial work and further the efforts of this great charity in their support of this philanthropic event to favor the unfortunate children, regardless of race and creed;

NOW, THEREFORE BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, in a regular meeting duly assembled, that the City of Dodge City governing body does hereby recognize

**ALL-STAR TREY HALLMAN of Dodge City High School and
TEAM TRAINER JENNIFER LEHMKUHLER**

as a participants in the Kansas Shrine Bowl East-West Charity All-Star Football Game;

BE IT FURTHER RESOLVED, I, Rick Sowers, by virtue of the authority vested in me as Mayor of the City of Dodge City, do hereby proclaim and urge all citizens to join in the observance of Saturday, July 28, 2012 as

KANSAS ALL-STAR FOOTBALL SHRINE BOWL DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 2nd day of July, 2012.

Rick Sowers, Mayor

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, June 18, 2012

7:00 p.m.

MEETING #4890

CALL TO ORDER

ROLL CALL: Commissioners Rick Sowers, Michael Weece, Brian Delzeit and Jim Sherer. Commissioner Kent Smoll was absent.

INVOCATION by Dr. Jerry Ketner of New Hope on the Plains

PLEDGE OF ALLEGIANCE

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).

Larry Durr shared pictures with City Commissioners...he is concerned regarding a neighbor who has automotive repair business in back yard. Mr. Durr feels that the City has done nothing about the operation. He will give additional information to City Manager.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, June 4, 2012;
2. Appropriation Ordinance No. 12, June 18, 2012;
3. Cereal Malt Beverage Licenses
 - a. Pizza Hut #103, 1513 W. Wyatt Earp;
 - b. Pizza Hut #104, 110 Frontview;
 - c. Wal-Mart #372, 1905 N. 14th Avenue;
 - d. Love's Country Store #62, 400 E. Wyatt Earp Blvd

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Michael Weece. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2012-21: Commissioner Jim Sherer moved to approve a Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the International Fire Code Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

Resolution No. 2012-22: Commissioner Brian Delzeit moved to approve a Resolution Providing for the Adoption of Tax-Exempt Financing Compliance Procedures Relating to Obligations Issued and to be Issued and to be Issued by the City of Dodge City, Kansas. Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

Resolution No. 2012-23: Commissioner Jim Sherer moved to approve a Resolution Authorizing the Offering for Sale of General Obligation Waterworks and Wastewater System Refunding Bonds, Series 2012-A, and General Obligation Refunding and Improvement Bonds, Series 2012-B, of the City of Dodge City, Kansas. Commissioner Michael Weece seconded the motion. The motion carried 4-0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Michael Weece moved to approve the Bids for Mariah Hills Golf Course Irrigation System from T&A Turf and Irrigation, LLC in the amount of \$1,546,049.00, which includes the base bid and approval of Alternate Nos. 1, 5a, 5b, 6, 8, 9, 11, 13 and 14. Commissioner Brian Delzeit seconded the motion. Motion passed 4-0.

OTHER BUSINESS

City Manager, Ken Strobel:

- Thanks to all who participated in Dodge City's 140th Birthday Celebration;
- Ribbon Cutting at Expo Center on Friday, June 22nd;
- Oil & Gas Symposium to be held tomorrow; and
- K-DOT District Office sent out invitations for discussion regarding improvements to Highway 50.

Commissioner, Jim Sherer:

- Thanked Melissa McCoy for organizing the 140th Birthday Party for Dodge City; and
- Question the railroad crossing on 2nd Avenue.

Mayor, Rick Sowers:

- Thanked Commissioner Jim Sherer for presenting at the 140th Birthday Party;
- Thanked Ford County for the use of the Government Center Lobby for the Party; and
- 4th of July Show is coming up.

ADJOURNMENT: Commissioner Michael Weece moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

Rick Sowers, Mayor

ATTEST:

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, KS

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): 004-341953155F-01

Name of Corporation <u>LLC</u>		Principal Place of Business	
<u>Pilot Travel Centers LLC</u>		<u>5508 Lonas Road</u>	
Corporation Street Address	Corporation City	State	Zip Code
<u>5508 Lonas Road</u>	<u>Knoxville</u>	<u>TN</u>	<u>37909</u>
Date of Incorporation <u>Formation</u>	Articles of Incorporation are on file with the Secretary of State.		☒ Yes ☐ No
<u>April 19th 2001</u>			
Resident Agent Name	Phone No.		
<u>The Corporation Company INC</u>	<u>(785) 233-0593</u>		
Residence Street Address	City	State	Zip Code
<u>515 South Kansas Ave</u>	<u>Topeka</u>	<u>KS</u>	<u>66603</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name	Name		
<u>Pilot Travel Center #657</u>	<u>Pilot Travel Centers LLC</u>		
Business Location Address	Address		
<u>2524 E. Wyatt Earp Blvd</u>	<u>ATTN: Tax Dept; PO Box 10146</u>		
City	City	State	Zip
<u>Dodge City</u>	<u>Knoxville</u>	<u>KS</u>	<u>TN 37939</u>
Business Phone No.	☒ Applicant owns the proposed business or special event location.		
<u>(620) 338-8888</u>	☐ Applicant does not own the proposed business or event location.		
Business Location Owner Name(s)			
<u>Pilot Travel Centers LLC</u>			

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>Please See 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

RESOLUTION NO. 2012-24

**A RESOLUTION RESCINDING RESOLUTION NO. 2012-21 PERTAINING TO
THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE
CITY OF DODGE CITY, KANSAS:**

SECTION 1: On June 18th, 2012, the Governing Body of the City of Dodge City, Kansas passed Resolution No. 2012-21, which provided for the temporary suspension and waiver of certain provisions of Ordinance No. 2838 and the International Fire Code pertaining to the discharge of fireworks within the city limits of the City of Dodge City, Kansas, for a period from July 4, 2012 through July 5, 2012, between the hours of 10:00 a.m. to 11:00 p.m. of said days.

Section 2: Resolution No. 2012-21, Section 5, allows for the rescission of the waiver prior to the applicable dates by action of the governing body.

Section 3: Due to the continuing drought and the existing severe fire hazard within the City, the Commission hereby finds that the waiver as provided for in Resolution 2012-21 be rescinded. The Commission further reserves the right to readopt a waiver at a future date when weather conditions allow.

Section 4: This Resolution shall take effect and be in force from and after its adoption and publication once in the official City newspaper.

Adopted by the governing body this 2nd day of July, 2012.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*
From: Dennis Veatch
Date: June 27, 2012
Subject: Estancia Addition #2
Agenda Item: New Business

Recommendation: The Dodge City Zoning Board met May 15, 2012 to review the final plat of Estancia Addition #2. They recommend approval of this plat.

Background: Overland Property Group, LLC submitted an application for platting this property to create additional multi-family residential units.

Justification: This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: This plat will provide additional property for proposed future housing development.

Legal Considerations: None

Attachments: Estancia Addition #2

The Final Plat of
Estancia Addition #2

to the City of Dodge City, Ford County, Kansas
A Replat of a portion of Block 1, Estancia Addition



LEGEND

- Found 1/2" Rebar w/ "Landmark CLS-116" cap
- Monuments Found
- D Described Distance
- M Measured Distance
- P Platted Distance
- Addition Boundary Line
- Lot Line
- - - Building Setback Line
- - - Easement Line

PLAT NOTES

- 1) Basis of Bearings: Assumed S 00°28'13" E along the East line of Lots 9-15, Block 6, Ross Addition.
- 2) Monuments found have an unknown origin unless noted otherwise.
- 3) Flood Information: This property is located in Flood Zone X, areas determined to be outside the 0.2 % annual chance floodplain. According to the Flood Insurance Rate Map for the City of Dodge City, Ford County, Kansas. Map Number: 20057C0195E Effective Date: 09/25/2009

CLOSURE CALCULATIONS

NORTHING	EASTING	STATION	BEARING	DISTANCE
3177.22	-3483.37	0.00		
			S 00°00'00" E	284.59
2892.63	-3483.37	284.59		
			N 89°41'05" E	170.15
2893.56	-3313.22	454.74		
			S 00°17'19" E	17.43
2876.13	-3313.14	472.17		
			S 89°19'42" E	172.69
2874.11	-3140.45	644.86		
			N 00°28'13" W	713.84
3587.93	-3146.31	1358.71		
			S 77°18'41" W	490.63
3480.16	-3624.96	1849.33		
			S 00°00'00" E	302.94
3177.22	-3624.96	2152.28		
			N 90°00'00" E	141.59
3177.22	-3483.37	2293.87		
Closure Error Distance > 0.00				
Total Distance > 2293.87				
Polyline Area: 271642.0 sq ft, 6.24 acres				



Email: landmarksurvey@sbcglobal.net
Website: www.landmarksurveyings.com
Office: (785) 263-2625 Fax: (785) 263-1580
102 S. Van Buren St., P.O. Box 97
Abilene, Kansas 67410

Date of Plot:	6/6/12	Project #: 12-6162_REPLAT
Drawn By:	TDJ	Client: Overland Property Group, LLC
Checked By:	TR	Sheet 1 of 2

The Final Plat of
Estancia Addition #2
to the City of Dodge City, Ford County, Kansas
A Replat of a portion of Block 1, Estancia Addition

OWNERS CERTIFICATE

The undersigned, _____ a member of Overland Property Group, LLC has caused to be laid out and platted a tract of land to be called "Estancia Addition #2" an addition to the City of Dodge City, Ford County, Kansas, which includes portions of the following:

Lot 2, 3, 4, and 5 Block 1, of the Final Plat of Estancia Addition to the City of Dodge City, Ford County, Kansas;
LESS
A parcel of land located in Lot 2, Block 1, of the Final Plat of Estancia Addition, which is more particularly described as follows:
Beginning at the Southwest corner of said Lot 2;
- thence on an assumed bearing of N 00°00'00" E along the West line of said Lot 2 a distance of 48.00 feet;
- thence N 90°00'00" E a distance of 141.59 feet to a point on the East line of said Lot 2;
- thence S 00°00'00" E along said East line a distance of 48.00 feet to the Southeast corner of said Lot 2;
- thence N 90°00'00" W along the South line of said Lot 2 a distance of 141.59 feet to the Point of Beginning;

The undersigned, as such owners, do hereby state that all street right-of-ways as shown on this plat are hereby dedicated to the public. An easement and license to locate, construct, operate, inspect, replace and maintain, or authorize the locations, construction, operation, inspection, replacement and maintenance of poles, wire, conduits, water, gas, and sewer pipes; required drainage channels or structures; hard and impervious surfaces; or, other structures necessary to carry out the function of the easement, upon the area marked for easements on this plat, is also hereby dedicated to the public. When, and if, used on this plat, the term "utility" shall include, by way of example, but not limited to, sewer, water, gas, electricity, cable t.v. and telephone. When, and if, used on this plat, the term "travel" shall include all forms of travel, by whatever means, unless the term is limited by other words or phrases, such as, "pedestrian travel", etc. The undersigned acknowledges that pursuant to K.S.A. 12-406, the dedication of right-of-way and easements to the public constitutes a conveyance thereof to the City of Dodge City, Ford County, Kansas, in trust, for the uses named, expressed or intended.

Overland Property Group, LLC

_____, Member

NOTARY CERTIFICATE

State of Kansas)
County of Ford) SS

Before me, a Notary Public, within and for said County and State, personally known to me to be the legal parties who executed the above and foregoing instrument and acknowledged to me that said parties executed the same as a free and voluntary act and deed for the purposes set forth.

In witness whereof, I have hereunto put my hand and seal the day and year last above written.

My commission expires _____.

Notary Public

SURVEYOR'S CERTIFICATE

I, Thad C. Reynolds, the undersigned, do hereby certify that I am, by profession, a land surveyor, and that the plat of "Estancia Addition", an addition to the City of Dodge City, Ford County, Kansas correctly represents a survey made under my supervision on the 6th day of April, 2012, and that all monuments shown herein actually exist and their positions are correctly shown. This survey meets the Kansas Minimum Standards for the Practice of Land Surveying of a tract of land which includes portions of the following:

Lot 2, 3, 4, and 5 Block 1, of the Final Plat of Estancia Addition to the City of Dodge City, Ford County, Kansas;
LESS
A parcel of land located in Lot 2, Block 1, of the Final Plat of Estancia Addition, which is more particularly described as follows:
Beginning at the Southwest corner of said Lot 2;
- thence on an assumed bearing of N 00°00'00" E along the West line of said Lot 2 a distance of 48.00 feet;
- thence N 90°00'00" E a distance of 141.59 feet to a point on the East line of said Lot 2;
- thence S 00°00'00" E along said East line a distance of 48.00 feet to the Southeast corner of said Lot 2;
- thence N 90°00'00" W along the South line of said Lot 2 a distance of 141.59 feet to the Point of Beginning;

Thad C. Reynolds L.S. # 1354

COUNTY SURVEYOR CERTIFICATE

State of Kansas)
County of Ford) SS

This plat has been examined this _____ day of _____ A.D., 2012 for compliance with the requirements of the act concerning land surveys in the State of Kansas, K.S.A. 58-2005.

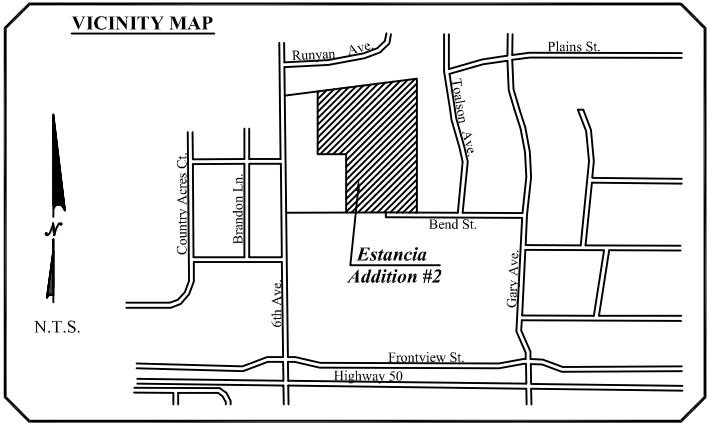
Edward W. Elam, County Surveyor, Ford County, Kansas

DODGE CITY ZONING BOARD

This plat of "Estancia Addition #2" has been submitted to and approved by the Dodge City Zoning Board this _____ day of _____, 2012.

Chairman, Billy Manning, PhD

Secretary, Dennis L. Veatch



CITY APPROVAL

State of Kansas)
City of Dodge City) SS

The above and foregoing document known as "Estancia Addition #2" to the City of Dodge City, Ford County, Kansas, having been submitted to the governing body of the City of Dodge City, Ford County, Kansas at the regular meeting held on the _____ day of _____, 2012, has been examined and considered and the same is hereby approved this _____ day of _____, 2012.

The City of Dodge City, Kansas

Kent Smoll, Mayor

Nannette Pogue, City Clerk

TRANSFER RECORD CERTIFICATE

This is to certify that this instrument was entered into the transfer record on this _____ day of _____, 2012.

Sharon Seibel, Ford County Clerk

REGISTER OF DEEDS CERTIFICATE

State of Kansas)
County of Ford) SS

This is to certify that this instrument was filed for record in the Office of Ford County Register of Deeds on this _____ day of _____ 2012, in Plat Book _____, Page _____, and is duly recorded.

Brenda Pogue, Ford County Register of Deeds



Landmark

SURVEYING & MAPPING INC.

Email: landmarksurvey@sbcglobal.net

Website: www.landmarksurveyings.com

Office: (785) 263-2625 Fax: (785) 263-1580

102 S. Van Buren St., P.O. Box 97

Abilene, Kansas 67410

Date of Plot:	6/6/12	Project #:	12-6162_REPLAT
Drawn By:	TDJ	Client:	Overland Property Group, LLC
Checked By:	TR		Sheet 2 of 2

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

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

Date: June 26, 2012

*Subject: Bids for Concrete Street Repair
14th Ave. at Comanche St.*

Agenda Item: New Business

Recommendation: Approve proposal from JAG Construction Co., for the construction of the Concrete Street Repair Project of 14th Ave. at Comanche St. in the amount of \$33,994.00.

Background: This project was slated for construction as part of the 2012 Street Program which was approved by the Commission earlier this year.

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

Financial Considerations: The construction of the Concrete Street Repair Project of 14th Ave. at Comanche St. will cost \$33,994.00. Funding of this project will be through the Special Street Funds which have already been approved.

Purpose/Mission: The completion of this project will maintain our street infrastructure in an acceptable condition and extend the life of street repaired under this project.

Legal Considerations: By approving the bid with JAG Construction Co., the City will enter into a contract with JAG Construction Co., and be responsible to make payments to JAG Construction Co., for the completed work.

Attachments: The bid tabulation for JAG Construction Co., Shane Suchy Construction, Inc., and Brak-Hard Concrete Construction Co., LLC. which includes the Engineers' estimate.

CITY OF DODGE CITY, KANSAS
BID TABULATION

PROJECT:	Concrete Street Repair
	<u>14th Ave. at Comacnhe St.</u>
PROJECT #:	
NO:	<u>ST 1204</u>
BID DATE:	<u>06/26/12</u>

ENGINEER'S ESTIMATE

[illegible]

CONTRACTOR:					
JAG Construction Co.					
ADDRESS:					
P.O. Box 1493					
CITY:	Dodge City				
STATE:	Kansas				
ZIP:	67801				
LOW BIDDER					
UNIT PRICE	CONTRACT AMOUNT				
\$500.00	\$	500.00			
\$1,500.00	\$	1,500.00			
\$28.00	\$	9,408.00			
\$25.00	\$	1,250.00			
\$63.50	\$	21,336.00			
TOTAL	\$	33,994.00			

[illegible][illegible]

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

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

Date: June 26, 2012

*Subject: Consulting Agreement for Trail St.
Reconstruction Design, ST 1203.*

Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with SMH Consultants pending review by City Attorney.

Background: As part of the 2011 Street Program the Commission approved the design of the Trail St. Reconstructions Project, 2nd Ave. to 14th Ave. Earlier this year Requests for Proposals (RFP's) were sent out to a number of consulting firms. Staff reviewed and evaluated these RFP's. Three firms were then asked for a face to face interview. Several staff members made up Interview Committee and sat in on the interviews. SHM Consultants was the over all choice of all the members of the Interview Committee. A scoping meeting was held to determine the scope of the project and so that SMH Consultants understood the desires of staff for the project.

Justification: This section of Trail St. is in need of reconstruction. Along with the reconstruction of the driving surface, a new water line will be installed, storm drainage structures will be reconstructed, and coordination with the private utilities will also take place. SMH will provide the necessary services to insure that the design meets all the requirements of this type of roadway.

Financial Considerations: The contract with SMH Consultants is for \$335,755.00. Funding of this project will be from GOB which was approved in 2011.

Purpose/Mission: The completion of this project will enable the City to have the documents necessary to bring this roadway back into an acceptable condition and provide better access for the residents and businesses.

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

Attachments: The Consulting Services Agreement with SMH Consultants.

CONSULTING SERVICES AGREEMENT

Client:	City of Dodge City	Project:	Trail Street from Fourteenth Avenue to Second Avenue
Address:	806 Second Avenue Dodge City, KS 67801	Project Location:	Dodge City, KS
Telephone:	620-225-8106	SMH Client Manager:	Jeffrey Hancock
Contact:	Ray Slattery		
Client Job No.:		SMH Job No.:	1205DG6003

This AGREEMENT is made by and between the **City of Dodge City**, hereinafter “CLIENT”, and SMH Consultants, PA, INC. hereinafter called “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:

It is the understanding of the SMH Team that the City of Dodge City has a desire to make improvements to Trail Street from 14th Avenue to 2nd Avenue. The proposed improvements shall include the following:

- Removal & Reconstruction of Existing Trail Street from 14th Avenue to 2nd Avenue. This includes street, curb and gutter, sidewalks and underground storm sewer. The typical sections for the roadway are to incorporate the road diet concepts in the industrial segment and widening of the roadway shall be considered in the residential segment. All cross walks along the project shall have inlaid brick crossings. The design shall incorporate a future pedestrian/bike trail crossing Trail Street on the east side of 4th Avenue.
- Replace and upgrade existing waterlines beneath Trail Street from 2nd Avenue to 14th Street. The existing lines are both six (6) inch and ten (10) inches and shall be replaced with a twelve (12) inch waterline. The new waterline shall tie into existing waterlines at 2nd Avenue, 4th Avenue and 14th Avenue. New Fire Hydrants shall be placed a minimum of 400 feet apart and alternate sides of the street on common property lines where possible. All new services connections shall be made along the new section of Trail Street.
- Abandonment of the shallow sanitary sewer east of the Cimarron Line Railroad tracks for a distance necessary to address clearance between the sanitary sewer and drainage structure at the Water Department Building. All new service connections shall be made to the parallel sanitary sewer main along the new section of Trail Street where necessary.
- Removal and reconstruction of the existing double barrel reinforced concrete box (RCB) located beneath the intersection of Trail Street and 3rd Street. The limits of this removal and replacements shall be approximately 40 feet north of the north curb return and extend south to match into the existing Corp of Engineer Structure. The end location shall remain at approximately the same location as it currently exists.

The following Attachments have hereby made a part of the AGREEMENT:

- ☒ GENERAL CONDITIONS
- ☒ Attachment A: Scope of Services and Fee Estimate
- ☒ Attachment B: Personnel and Reimbursable Rates
- ☐ 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 SERIALY NUMBERED WORK AUTHORIZATION
- ☒ THE LUMP SUM TOTAL COST OF CONSULTANT'S SERVICES IS \$335,755.00

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

CLIENT

By: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

DATE: _____

CONSULTANT

By: *Jeffrey D. Hancock* _____
AUTHORIZED REPRESENTATIVE

TITLE: Client Manager

DATE: June 25, 2012

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

SMH
CONSULTANTS

GENERAL CONDITIONS

SECTION I – Services by Consultant

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories and special equipment.

1.2 Scope of Services and Fees

The Services to be performed by CONSULTANT and the associated fee estimate are attached hereto and made a part of this AGREEMENT as ATTACHMENT A and shall be performed by the CONSULTANT in accordance with the CLIENT's requirement. It is mutually understood that the fee estimate shown in ATTACHMENT A is not a firm contractual amount except the total fee by the CONSULTANT shall not exceed the estimate unless authorized by the CLIENT. 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 CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Work.

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 Schedule of Unit 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 week is a minimum of eight hours per day and five 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 shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work 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 rate as specified in ATTACHMENT B.

2.2 Payment for Direct Expenses

2.2.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

2.2.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Test 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 the costs of the CONSULTANT locating, acquiring, leasing or renting any equipment 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; 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; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENT B.

2.3 Payment Conditions

2.3.1 CONSULTANT shall submit monthly invoices for all personnel services and direct 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 1.5% per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after 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. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

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 interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension or services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as 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 shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III – Term 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.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work, requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

This AGREEMENT may be terminated for convenience on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

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, which CONSULTANT shall provide hereunder, shall be subject to the 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.

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 Consultant 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

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days advance notice of cancellation or change in the insurance coverage shown on such certificates.

4.3 Successors and Assigns

4.3.1 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.

4.3.2 Neither CONSULTANT nor CLIENT shall 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, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. 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. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 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 necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 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 to 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 services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse 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 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.

4.6 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.

4.7 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 project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 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 Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a 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 the construction contractors or other entities, and do not relieve the construction contractors or any other 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 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 or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 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.

4.10 Opinions of Cost, Financial Considerations and Schedules

In providing opinions of cost, financial analyses, 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 opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

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

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain, substances or constituents hazardous or detrimental to health, safety, or the environment as defined by 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.

4.11.3 Contaminated Equipment

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 specified in 4.11.2 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.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, 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.

4.12.2 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.

4.12.3 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 health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment 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 employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

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 members of the profession currently practicing in the same locality under similar conditions. No other presentation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

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 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 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 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; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

5.4 Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the 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 – Governing Law

This AGREEMENT is to be governed by the laws of the State of Kansas.

PROPOSED SCOPE OF SERVICES
City of Dodge City, Kansas
Trail Street Improvement Project
(14th Avenue to 2nd Avenue)

June 10th, 2012

The following information shall serve as the Proposed Scope of Services for SMH Consultants and its team to provide the desired engineering services to the project. This Scope of Services has been developed based on information within the Request for Proposals and conversations with City Staff.

It is the understanding of the SMH Team that the City of Dodge City has a desire to make improvements to Trail Street from 14th Avenue to 2nd Avenue. The proposed improvements shall include the following:

- Removal & Reconstruction of Existing Trail Street from 14th Avenue to 2nd Avenue. This includes street, curb and gutter, sidewalks and underground storm sewer. The typical sections for the roadway are to incorporate the road diet concepts in the industrial segment and widening of the roadway shall be considered in the residential segment. All cross walks along the project shall have inlaid brick crossings. The design shall incorporate a future pedestrian/bike trail crossing Trail Street on the east side of 4th Avenue.
- Replace and upgrade existing waterlines beneath Trail Street from 2nd Avenue to 14th Street. The existing lines are both six (6) inch and ten (10) inches and shall be replaced with a twelve (12) inch waterline. The new waterline shall tie into existing waterlines at 2nd Avenue, 4th Avenue and 14th Avenue. New Fire Hydrants shall be placed a minimum of 400 feet apart and alternate sides of the street on common property lines where possible. All new services connections shall be made along the new section of Trail Street.
- Abandonment of the shallow sanitary sewer east of the Cimarron Line Railroad tracks for a distance necessary to address clearance between the sanitary sewer and drainage structure at the Water Department Building. All new service connections shall be made to the parallel sanitary sewer main along the new section of Trail Street where necessary.
- Removal and reconstruction of the existing double barrel reinforced concrete box (RCB) located beneath the intersection of Trail Street and 3rd Street. The limits of this removal and replacements shall be approximately 40 feet north of the north curb return and extend south to match into the existing Corp of Engineer Structure. The end location shall remain at approximately the same location as it currently exists.

The detailed Scope of Services for the project shall be as provided below:

TASK A – Field Data Collection

For this task, the SMH Team will provide the necessary topographic survey for the project to allow a contractor to construct the proposed improvements. This survey shall be to the level necessary to prepare engineering designs for the preparation of plans. When authorized by the City, the SMH Team will begin the process of field survey and the collection of data necessary for the development of a horizontal and vertical layout of future improvements.

1. The survey team will establish horizontal and vertical control within the project limits. The survey and all plans will be prepared in English units of measurement on the State Plane NAD 83 Ground Coordinate System and NAVD 88 Vertical Datum.
2. The SMH Team will perform field surveys and note all aboveground conditions that exist on the project site.
3. Utilities located in the field will be surveyed for incorporation into the base map. Kansas one-call and the City of Dodge City will be utilized to locate any underground utilities on the site.
4. A base map will be prepared for the design of the identified improvements. The survey will be converted to an electronic base map created in AUTOCAD format.
5. The SMH Team will provide the necessary traffic control to provide a safe workplace for the survey crews during the data collection. All traffic control will conform to the MUTCD Standard.
6. Prior to conducting the topographic survey, SMH personnel will distribute door hanger with project contact information to all adjacent residents. This will provide them information about the upcoming project and provide them with contact information if they should have questions or concerns about the project during the survey or during construction. This door hanger will be printed on both sides, with one side reading in English and the other side reading in Spanish.
7. As part of the Field Data Collection, SMH will investigate and collect existing right of way field information needed to successfully complete the proposed design of the project. For information that cannot be recovered in the field, SMH will investigate that information at the Ford County Register of Deeds office. The right of way information for the project will be installed in the project base map used to design the project.

The survey limits of the project areas follows.

- Mainline Survey Limits – East and West along Trail Street and twenty (20) feet beyond the north south property line. Additional survey work will be collected at the driveway locations to ensure smooth transitions.
- Intersecting Street Survey Limits – the SMH survey crews will collect survey information one hundred and fifty (150) feet in each direction at the intersecting streets.
- Additional Survey – Additional survey work shall be completed along 5th Street for the necessary tie in of the existing storm sewers north and south of Trail Street.

TASK B – Public Involvement

For this task, the SMH team will continue to develop the relationships that were established during the pursuit of the project.

1. Key Stakeholder Interviews – As a part of this task, the SMH Team will conduct stakeholder interviews with key individuals or groups of individuals associated with the project. These interviews will be conducted face to face or by telephone for those who prefer not to meet face to face. An interpreter will be used as needed to properly communicate with individuals along the project that are not fluent in English. For this task, SMH will conduct fifteen (15) face to face stakeholder interviews and ten (10) phone interviews to collect and communicate additional information about the project.
2. Public Open House Meetings – For the project, SMH Personnel will conduct two open house meetings for the project. These meeting will be as follows:

Open House Meeting #1 - The first public open house meeting will be conducted upon the completion of the field check plans. At this time the overall limits of construction should be defined and the impacts to adjacent landowners during construction should be known. This meeting will be conducted at a location provided by the City. The SMH Team will provide door hangers to the residents ten (10) days prior to the meeting to promote neighborhood involvement. SMH will provide display boards and a 1 page take away for those that attend the meeting.

Open House Meeting #2 – This second open house meeting will be held after the plans have been completed and the contractor for the project has been selected. This will allow the impacted landowners an opportunity to meet the selected contractor and answer any questions they may have for the upcoming construction. The SMH Team will provide door hangers to the residents 10 days prior to the meeting to promote neighborhood involvement. The SMH Team will provide display boards and a one-page take away for those that attend the meeting.

For each of these meetings, SMH will involve its on-staff Spanish interpreter to assist with the development of the door hangers and the open house meetings.

3. Governing Body Updates – The SMH Team will provide Governing Body updates as needed by City Staff. These Governing Body updates are envisioned to occur in conjunction with the Public Open House meetings. These Governing Body updates will be coordinated at the discretion of City Staff.

TASK C – Concept Development

1. The SMH Team will develop a conceptual design report that will identify the initial findings of the design team and provide recommendations to the City on moving forward with plan

preparation process. This conceptual design report will be based on information collected from past studies, research completed by the SMH Team, public involvement feedback and meeting with City Staff. In addition, the SMH Team will complete preliminary engineering from the field data that was collected in Task A. The Conceptual Design Report shall include the following items for consideration:

- Typical Sections
- Traffic Calming Options
- Access Modifications & Recommendations
- Drainage Analysis & Recommendations
- Conceptual Streetscape & Landscape Design (if Required)
- Structural Analysis & Recommendations
- Construction Sequencing & Traffic Control Options & Concepts
- Construction Cost Estimates

2. The project team will present the findings and recommendations of the SMH Team in the conceptual design report to City Staff and the Governing Body if desired for feedback and approval. Following the approval of the Conceptual Design Report, the SMH Team will begin the process of developing Field Check Plans for the project.

TASK D – Field Check Plans

For this task, The SMH Team will prepare a set of preliminary construction plans that will identify the overall intent of the proposed improvements. This shall include the following information as it relates to field check and 30% plan submittal.

- | | |
|---|--|
| 1. Typical Sections | 9. Detour Plan |
| 2. Plan and Profile | 10. Storm Drainage Design |
| 3. Geometrics | 11. Utility Design (Water & San Sewer) |
| 4. Construction Limits | 12. Cross Sections |
| 5. Entrances/Driveways | 13. Preliminary Construction Cost Estimate |
| 6. Reinforced Concrete Box (3 rd Street) | 14. Deliverables |
| 7. Signing and Pavement Markings | 15. QC/QA Review and Revisions |
| 8. Construction Phasing | 16. Field Visit/Meeting |
| | 17. Permitting Investigation |

The project team will provide the City with a detailed design memo outlining the details of the proposed design. Incorporated in this design memorandum will be a list of detailed quantities and a construction cost estimate for the City to review and consider as a part of the submittal.

TASK D Deliverables

The SMH Team will provide the City of Dodge City with two (2) full size and two (2) half size sets of drawings for review and comment. A design review meeting will be held prior to the SMH Team starting Office Check Plans to address any comments of the City. This meeting, if desired, can be

held on site to walk through the project and evaluate the proposed design. The conclusion of this meeting shall finalize the Field Check or 30% plan milestone.

TASK E – Office Check Plans

For this task, the SMH Team will prepare a set of construction plans that are to be considered 95% of final plans. This shall include the following items as it relates to the construction of the improvements.

- | | |
|--------------------------|---|
| 1. Title Sheet | 13. Detour Plan |
| 2. General Notes | 14. Signing and Pavement Marking |
| 3. Typical Sections | 15. Reinforced Concrete Box(3 rd Street) |
| 4. Plan and Profile | 16. Storm Drainage Design |
| 5. Geometrics | 17. Utility Design (Water & San Sewer) |
| 6. Construction Limits | 18. Standard Details/Recap Sheets |
| 7. Entrances/Driveways | 19. Cross Sections |
| 8. Concrete Joint Plan | 20. Quantities, Special Provisions, Supplemental Specs. |
| 9. Intersection Details | 21. Construction Cost Estimate |
| 10. Erosion Control | 22. Deliverables |
| 11. Traffic Control | 23. QC/QA Review and Revisions |
| 12. Construction Phasing | 24. Permit Submittal (USACE, BNSF & KDHE NOI) |

Construction/Contract Quantities Permitting for the project will also be completed as a part of the office check plan submittal task. SMH Consultants will work with the City to acquire the permitting necessary to advance the project to construction. A list of permits that are to be acquired as a part of this project include the following:

- Corp of Engineer Permit
- KDHE Stormwater Notice of Intent (NOI)
- KDHE Sanitary Sewer Permit
- KDHE Waterline Construction Permit

18. The project team will prepare a set of project specifications and construction documents to accompany the office check set of construction plans.

19. The SMH Team will conduct a plan review meeting to discuss the project and the design in detail. Once all items have been addressed, SMH will advance the project toward final plans.

TASK E Deliverables

As part of the office check plan review, the SMH Team will provide the City with two (2) full size and two (2) half size sets of drawings, project specifications and bid documents for review and comment.

TASK F - Final Plans

For the final plan preparation task, The SMH Team will compile all comments from the office check plan review and make the appropriate changes to advance the construction plans to the final plan phase. At the conclusion of these revisions, the project team will submit final plans to the City. At this time, the plans, project specifications and bid documents shall be ready to distribute to contractors for the project bid letting.

TASK F Deliverables

As part of the Final Plan Review, SMH will provide the City with two (2) full size, two (2) half size sets, and a PDF set of drawings and project specifications.

Task G -Project Bidding

For this task, SMH will assist the City in conducting a project bid letting.

1. SMH will notify local contractors to provide them awareness of the project and information on how to acquire plans. The Project Team can also assist the City with advertisement of the project bid letting with the following entities. Any costs associated with the advertisements in publications will be at the expense of the City.
 - Kansas Contractors Association
 - The Dodge City Globe
 - SMH Plan Room
2. SMH will prepare an engineer's estimate to be utilized during the bid letting.
3. SMH will attend a pre-bid meeting with the contractors bidding on the project and the City of Dodge City Staff.
4. SMH will review all bids and bid documents received for accuracy and prepare a letter recommending the lowest responsible bidder to conduct the work.

TASK H – Right of Way Acquisition

For this task, the SMH Team will complete the necessary right of way acquisition required for the construction of the project. This task only includes the acquisition of the fifteen (15) temporary construction easements and two (2) permanent easements as discussed during the initial scoping meeting. For this task the SMH team will complete the following:

1. SMH will prepare two (2) permanent easement and fifteen (15) temporary easement legal exhibits displaying the limits of the proposed permanent and temporary construction easements along each property.

2. SMH will prepare two (2) permanent and fifteen (15) easement acquisition contract agreements for the acquisition of the permanent and temporary construction easements. The contracts for the permanent easement will be completed by a practicing attorney operating as a sub-consultant to SMH.
3. The SMH Team will conduct title searches on all seventeen (17) temporary and permanent easements to ensure the proper individual is granting approval of these land transactions. This work will be completed by a local title company as a subconsultant to SMH.
4. SMH will work directly with each property owner to negotiate and acquire the above referenced easements for the project. No appraisal work is expected or included in this Scope of Services.
5. This scope of services does not include additional services for the SMH if it is necessary to complete condemnation for the acquisition of the property. This scope of services also does not include any appraisal work associated with the right of way acquisition. We currently believe land values can be determined without appraisals. If these items are required for the project, they will be negotiated at a later date.

Task I – Utility Coordination

For this task, the SMH Team will provide regular coordination with the private utility owners along the project throughout the duration of the design. As a part of the utility coordination, the SMH Team will complete the following task:

1. Verification of Existing Utilities - Following the creation of the project base map, the SMH Team will distribute the design base map information to all utility owners and ask for verification of utilities collected by the SMH surveyors. Any information missed or not located during the initial survey will be collected and installed in the project base map to be used during the design process. SMH will request utility companies to sign a form indicating they have reviewed our drawings and agree with the representation of their utility on our design base map.
2. Coordination of Utility Improvements & Upgrades –Following the Field Check Review, the SMH Team will meet one-on-one with each utility company to discuss the scope of the proposed improvements and begin the discussion regarding any future improvements or upgrade they have planned for their facilities along Trail Street. The SMH Team has proposed a common utility trench for the new or related utilities. This approach will be further refined as the utility improvements and upgrades are better defined.
3. Utility Conflict Plans – At the conclusion of the office check plan review, SMH will produce and provide to the utility companies a set of utility conflict plans that identifies the conflicting utilities for the proposed new construction. These plans will be a continuation of the coordination efforts that have occurred on the project to date. A schedule for the construction of the project will also be presented if known at this time to assist the utility companies with planning their relocations or improvements.

4. Attend Utility Coordination Meetings - Utility coordination meetings are currently being held by the private utility companies. The SMH Team will attend these meeting on a regular basis to discuss the status of the project and gather information from the utility companies on any changes occurring with their utilities. These changes will be coordinated with the design of the proposed improvements.
5. If conflicting utilities still exist during the project bid letting period, SMH will coordinate and provide that information to contractor informing them they must work with utility companies during the construction process for the utility relocations to occur.

Task J - Project Management

For this task, the SMH Principal in Charge and Project Manager will provide coordination and oversight of the design team to ensure the project stays on schedule, within budget and meets the expectations of the City. For the project Management Task, the following tasks will be completed.

1. Bi-weekly Project Updates – For this task, SMH Personnel is committed to developing a long term relationship with the City. To further display our commitment, we have agreed to meet with City Staff about the project on a bi-weekly basis or as needed to review the status of the project at no cost to the City of Dodge. These meeting will be part of our internal QC/QA process to ensure total satisfaction with the final design and the service of the SMH Team.
2. Oversight of Sub consultant - As a part of this task, SMH will provide the necessary coordination and oversight of the work being completed by Alfred Benesch & Company on the project to ensure all items of design are coordinated properly with the SMH Plans. This will include regular internal team meetings as well as a review of their design and plans sheets created for the project.
3. Coordination with STAR BONDS – The east end of this project is part of a STAR BONDS application that has been submitted by the City to the State of Kansas for consideration. The SMH Team will coordinate our design with the design of the STAR BONDS improvements to ensure both the new Trail Street and the STAR BONDS Improvements maintain the intent of the areas and the City.
4. Quality Control / Quality Assurance (QC/QA) – For this task, the SMH Team will conduct a QC/QA review of all submittals to be provided to the City prior to delivery. The QC/QA review will follow the existing internal QC/QA process that has been developed internally by SMH to ensure quality products are being delivered to our clients.

END OF SCOPE OF SERVICES

Fee Estimate

Trail Street Reconstruction - 2nd Avenue to 14th Avenue
Dodge City, Kansas

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RLS = Registered Land Surveyor
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Project Task	SC	CT	MPLS	RLS	MPE	PE	DE	CE	CL	Expenses	Subconsultants	Total Hours	Total Fee
	\$110.00	\$60.00	\$110.00	\$100.00	\$130.00	\$120.00	\$70.00	\$40.00	\$40.00				
	Estimated Hours												
Task A - Land Survey													
1. Horizontal & Vertical Control	33			2								35	\$3,830.00
2. Topographic Survey	158		24	1						\$ 3,920.00		183	\$24,040.00
3. Utility Survey	48		12									60	\$6,600.00
4. Basemap		106										106	\$6,360.00
5. Survey Traffic Control	4											4	\$440.00
6. Property Owner Coordination	2											2	\$220.00
7. Right of Way Identification	52		11									63	\$6,930.00
												0	\$0.00
Subtotal Hours	297	106	47	3	0	0	0	0	0	3920	\$0.00	453	\$48,420.00
Subtotal Costs	\$ 32,670.00	\$ 6,360.00	\$ 5,170.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,920.00	\$0.00		\$48,420.00
Task B - Public Involvement													
1. Key Stakeholder Interviews		2			30	6			2			40	\$4,820.00
2. Project Open House (2)		8			24	8			2			42	\$4,640.00
3. Governing Body Updates		2			4	4						10	\$1,120.00
Subtotal Hours	0	12	0	0	58	18	0	0	4	\$0.00	\$0.00	92	\$10,580.00
Subtotal Costs	\$ -	\$ 720.00	\$ -	\$ -	\$ 7,540.00	\$ 2,160.00	\$ -	\$ -	\$ 160.00	\$0.00	\$0.00		\$10,580.00
Task C - Concept Development													
1. Typical Section Development		10			1	8	4					23	\$1,970.00
2. Traffic Calming Options		20			4	10						34	\$2,920.00
3. Access Modifications & Recommendations		20			1	15	4					40	\$3,410.00
4. Drainage Analysis & Recommendations		20			20		120					160	\$12,200.00
5. Conceptual Street Scapae layout		8				15						23	\$2,280.00
6. Utility Layouts & Modifications (Water & San Sewer)											\$6,500.00	0	\$6,500.00
7. 3rd Street RCB Structural Analysis & Recommendation											\$3,850.00	0	\$3,850.00
8. Basis of Design Memorandum		20			2	8	16					46	\$3,540.00
												0	\$0.00
Subtotal Hours	0	98	0	0	28	56	144	0	0	0	\$10,350.00	326	\$36,670.00
Subtotal Costs	\$ -	\$ 5,880.00	\$ -	\$ -	\$ 3,640.00	\$ 6,720.00	\$ 10,080.00	0	0	0	\$10,350.00		\$36,670.00
Task D - Field Check													
1. Typical Sections		8			1	2	2					13	990
2. Plan and Profile		28			2	12	30					72	5480
3. Geometrics		16			0.5	12	35					63.5	4915
4. Construction Limits		4					2					6	380
5. Entrances/Driveways		16			1	5	10					32	2390
6. Reinforced Concrete Box(3rd Street)												0	0
7. Signing and Pavement Markings		24			2	8	12				13,000.00	46	16500
8. Construction Phasing		24			4	6	10					44	3380
9. Detour Plan		8			2	4	6					20	1640
10. Storm Drainage Design		4			0.5	2	30					36.5	2645
11. Utility Design (Water & San Sewer)											13,510.00	0	13510
12. Cross Sections		24			4	8	20					56	4320
13. Preliminary Construction Cost Estimate		16			0.5	2	10					28.5	1965
14. Deliverables		2			2	2	2		2	200.00		10	1040
15. QC/QA Review and Revisions		16			24	8	8					56	5600
16. Field Visit/Meeting		4			16	16	8					44	4800
17. Permitting Investigation						2	10					12	940
18. Design Memorandum		4			2	5						11	1100
Subtotal Hours	0	198	0	0	61.5	94	195	0	2	200.00	\$26,510.00	539.5	\$71,595.00
Subtotal Costs	\$ -	\$ 11,880.00	\$ -	\$ -	\$ 7,995.00	\$ 11,280.00	\$ 13,650.00	\$ -	\$ 80.00	200.00	\$26,510.00		\$71,595.00

Fee Estimate

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	\$110.00	\$60.00	\$110.00	\$100.00	\$130.00	\$120.00	\$70.00	\$40.00	\$40.00				
	Estimated Hours									Expenses	Subconsultants	Total Hours	Total Fee
Task E - Office Check													
1. Title Sheet		1			0.5	2	2						\$505.00
2. General Notes		4			1	4	4						\$1,130.00
3. Typical Sections		1			0.5		1						\$195.00
4. Plan and Profile		8			1	8	16						\$2,690.00
5. Geometrics		8			1	6	8					23.00	\$ 1,890.00
6. Construction Limits		2					2					4.00	\$ 260.00
7. Entrances/Driveways		4				2	4					10.00	\$ 760.00
8. Concrete Joint Plan		24			2	5	20					51.00	\$ 3,700.00
9. Intersection Details		30				10	25					65.00	\$ 4,750.00
11. Erosion Control		12			0.5	5	15					32.50	\$ 2,435.00
12. Traffic Control		16			2	8	8					34.00	\$ 2,740.00
13. Construction Phasing		10			2	5	10					27.00	\$ 2,160.00
14. Detour Plan		8			1	2	6					17.00	\$ 1,270.00
15. Signing and Pavement Marking		12			1	4	8					25.00	\$ 1,890.00
16. Reinforced Concrete Box(3rd Street)											\$14,100.00	0.00	\$ 14,100.00
17. Storm Drainage Design		4			0.5	2	40					46.50	\$ 3,345.00
18. Utility Design (Water & San Sewer)											\$20,000.00	0.00	\$ 20,000.00
19. Standard Details/Recap Sheets		40			4	10	24					78.00	\$ 5,800.00
20. Cross Sections		16			1	10	30					57.00	\$ 4,390.00
21. Quantities, Special Provisions, Supplemental Specs.		2			1	20	40					63.00	\$ 5,450.00
22. Construction Cost Estimate		4			0.5	2	2					8.50	\$ 685.00
23. Deliverables		2				2	2		2			8.00	\$ 580.00
24. QC/QA Review and Revisions		8			8	8	4					28.00	\$ 2,760.00
25. Permit Submittal (USACE, BNSF & KDHE NOI)		15				8	20					43.00	\$ 3,260.00
Subtotal Hours	0	231	0	0	27.5	123	291	0	2	0	\$34,100.00	620.50	\$ 86,745.00
Subtotal Costs	\$ -	\$ 13,860.00	\$ -	\$ -	\$ 3,575.00	\$ 14,760.00	\$ 20,370.00	\$ -	\$ 80.00	0	\$34,100.00		\$ 86,745.00
Task F - Final Plans and Construction Documents													
1. Title Sheet		1			0.5		1					2.5	\$ 195.00
2. General Notes		2			1	1	2					6	\$ 510.00
3. Typical Sections		1			1		1					3	\$ 260.00
4. Plan and Profile		2			1	4	4					11	\$ 1,010.00
5. Geometrics		2				2	2					6	\$ 500.00
6. Construction Limits		2					2					4	\$ 260.00
7. Entrances/Driveways		2				1	1					4	\$ 310.00
8. Concrete Joint Plan		6				2	2					10	\$ 740.00
9. Intersection Details		6				1	2					9	\$ 620.00
11. Erosion Control		2					1					3	\$ 190.00
12. Traffic Control		2			1	1	2					6	\$ 510.00
13. Construction Phasing		2			1	2	2					7	\$ 630.00
14. Detour Plan		2			1	1	2					6	\$ 510.00
15. Signing and Pavement Marking		2			1	1	2					6	\$ 510.00
16. Reinforced Concrete Box(es)											\$3,500.00	0	\$ 3,500.00
17. Utility Design (Water & San Sewer)											\$4,520.00	0	\$ 4,520.00
18. Storm Drainage Design					1	2						3	\$ 370.00
19. Standard Details/Recap Sheets		8			1	2	4					15	\$ 1,130.00
20. Cross Sections		8			1	4	4					17	\$ 1,370.00
21. Quantities, Special Provisions, Supplemental Specs.		4			2	8	2					16	\$ 1,600.00
22. Construction Cost Estimate		4			1	2						7	\$ 610.00
23. Deliverables					2	2	2		2	500		10	\$ 1,340.00
24. QC/QA Review and Revisions		2			8	12	4					26	\$ 2,880.00
Subtotal Hours	0	62	0	0	23.5	48	42	0	2	500	\$8,020.00	177.5	\$24,075.00
Subtotal Costs	\$0.00	\$3,720.00	\$0.00	\$0.00	\$3,055.00	\$5,760.00	\$2,940.00	\$0.00	\$80.00	\$500.00	\$8,020.00		\$24,075.00

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	SC	CT	MPLS	RLS	MPE	PE	DE	CE	CL	Expenses	Subconsultants	Total Hours	Total Fee
	\$110.00	\$60.00	\$110.00	\$100.00	\$130.00	\$120.00	\$70.00	\$40.00	\$40.00				
	Estimated Hours												
Task G - Bid Phase Services													
1. Client Assistance				2		8						10	\$ 1,220.00
2. Plan Distribution/Addenda		4				4	8		4			20	\$ 1,440.00
3. Bidders Questions						16						16	\$ 1,920.00
4. Bid Letting					6	8			1			15	\$ 1,780.00
5. Review of Bids						4			1			5	\$ 520.00
6. Preconstruction Meeting					2	8						10	\$ 1,220.00
7. Contractor Submittals						8	16					24	\$ 2,080.00
8. Deliverables		4				2			2	500		8	\$ 1,060.00
Subtotal Hours	0	8	0	0	10	58	24	0	8	500	\$0.00	108	\$11,240.00
Subtotal Costs	\$0.00	\$480.00	\$0.00	\$0.00	\$1,300.00	\$6,960.00	\$1,680.00	\$0.00	\$320.00	\$500.00	\$0.00		\$11,240.00
Task H - Right of Way Acquisition													
1. Temporary Construction Easement Legal Exhibits (15)		40		15	5							60	\$ 4,550.00
2. Permanent Easement Legal Exhibits (2)	8	6		2	2							18	\$ 1,700.00
3. Contract Documents for Acquisition										\$1,000.00			\$ 1,000.00
4. Certificates of Title										\$2,550.00			\$ 2,550.00
2. Right of Way Neogitation (17 Tracts)					35	5						40	\$ 5,150.00
Subtotal Hours	8	46	0	17	42	5	0	0	0	0	\$3,550.00	118	\$14,950.00
Subtotal Costs	\$880.00	\$2,760.00	\$0.00	\$1,700.00	\$5,460.00	\$600.00	\$0.00	\$0.00	\$0.00	0	\$3,550.00		\$14,950.00
Task I - Utility Coordination													
1. Coordination Plan		20				4	4					28	\$ 1,960.00
2. Direct Coordination with Utility Companies						16	16					32	\$ 3,040.00
3. Utility Coordination Agreements						12						12	\$ 1,440.00
Subtotal Hours	0	20	0	0	0	32	20	0	0	0	0	72	\$6,440.00
Subtotal Costs	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$3,840.00	\$1,400.00	\$0.00	\$0.00	0	\$0.00		\$6,440.00
Task J - Project Management													
1. Kick-off Meeting		1			6	2	2					11	\$ 1,220.00
2. Bi-weekly Coordination Meeting					30	15	10					55	\$ 6,400.00
3. Project Management					50	15			8			73	\$ 8,620.00
4. QC/QA					40	30						70	\$ 8,800.00
Subtotal Hours	0	1	0	0	126	62	12	0	8	0	\$0.00	\$209.00	\$25,040.00
Subtotal Costs	\$0.00	\$60.00	\$0.00	\$0.00	\$16,380.00	\$7,440.00	\$840.00	\$0.00	\$320.00				\$25,040.00
Total Hours	305	782	47	20	376.5	496	728	0	26	5120	\$82,530.00	2715.5	
Total Costs	\$ 33,550.00	\$ 46,920.00	\$ 5,170.00	\$ 2,000.00	\$ 48,945.00	\$ 59,520.00	\$ 50,960.00	\$ -	\$ 1,040.00	\$ 5,120.00	\$82,530.00		335,755.00

Lump Sum Fee Estimate =	\$335,755.00
SMH Fee =	\$253,225.00
Subconsultant Fee =	\$82,530.00

2012 Personnel and Reimbursable Rates

SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Survey Crew	\$110.00/hour	\$150.00/hour
CADD Technician	\$60.00/hour	\$78.00/hour
Managing Principal Land Surveyor	110.00/hour	\$143.00/hour
Registered Land Surveyor	\$100.00/hour	\$117.00/hour
Managing Principal Engineer	\$130.00/hour	\$169.00/hour
Principal Engineer	\$120.00/hour	\$156.00/hour
Project Engineer	\$95.00/hour	123.50/hour
Design Engineer	\$70.00/hour	\$91.00/hour
Construction Engineering/Inspection	\$65.00/hour	\$84.50/hour
Clerical	\$40.00/hour	\$52.00/hour
Mileage	\$0.55/mile	
Concrete Cylinder Breaks	\$15/each	