RESOLUTION NO. 2012-20

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND HARBOUR CONSTRUCTION, INC., REGARDING THE 2012 CHIP SEAL PROGRAM IN BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain First Amendment to Agreement with Harbour Construction, Inc., regarding the 2012 Chip Seal Program, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the First Amendment to Agreement with Harbour Construction, Inc., regarding the 2012 Chip Seal Program, attached as **Exhibit A**.

Section 2. That this resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of October, 2012.

APPROVED by the Mayor this 15th day of October, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

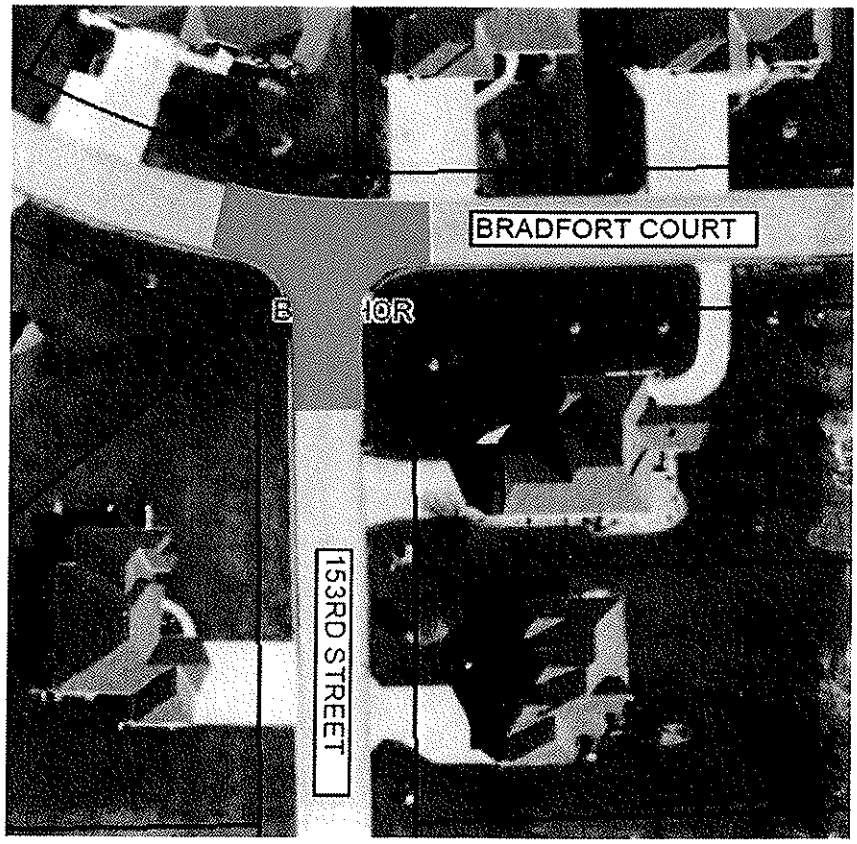
Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A

2012 Pavement Management Program



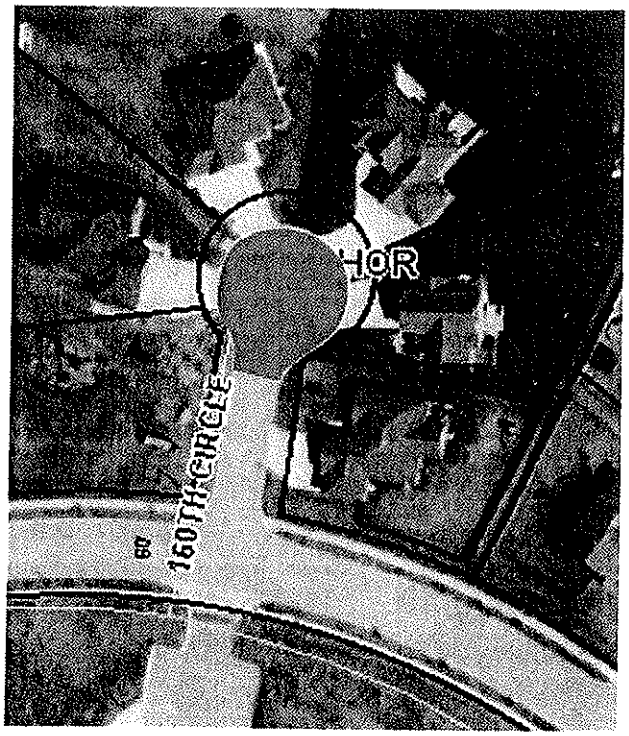
LEGEND

Street Repair

- Remove 70 LF of curb and gutter.
- 2" asphalt mill – 217sy
- Install new curb and gutter – 70 LF
- Re-grade area behind curb (Seed and Straw)
- Asphalt overlay with proper drainage (2" surface)

EXHIBIT A

2012 Pavement Management Program



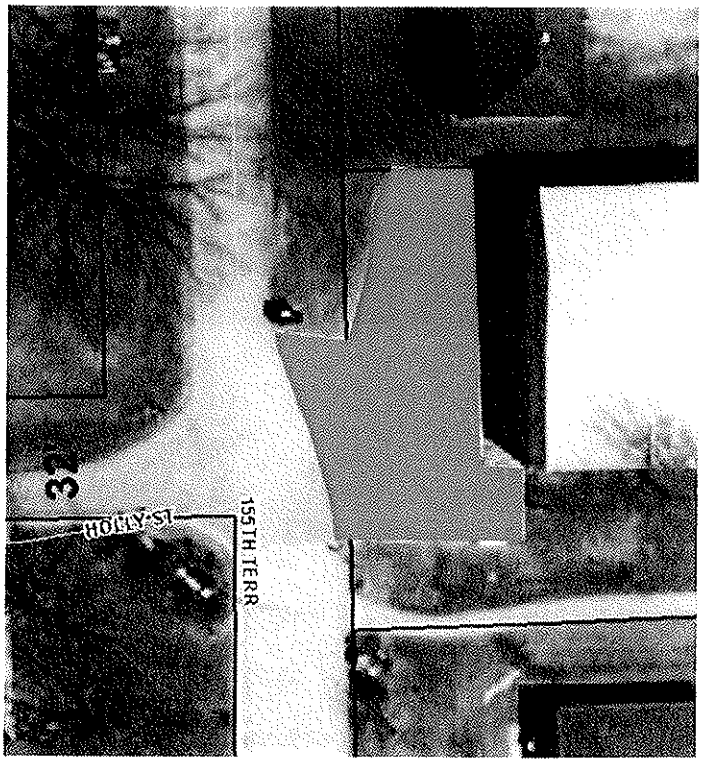
LEGEND

Street Repair

- Edge mill around cul-de-sac
- Asphalt overlay with proper drainage (2" surface)

EXHIBIT A

2012 Pavement Management Program



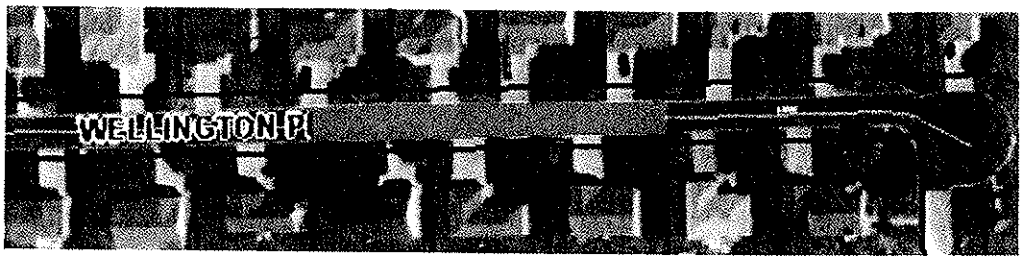
LEGEND

Police Department Parking Lot Improvement

- Excavate for 4" asphalt – 400sy
- Excavate additional parking area – 89sy
- Install new channel drain – 90lf
- Extend drain underground and daylight in ditch
- Pave with hot mix asphalt (4" surface)

EXHIBIT A

2012 Pavement Management Program



LEGEND

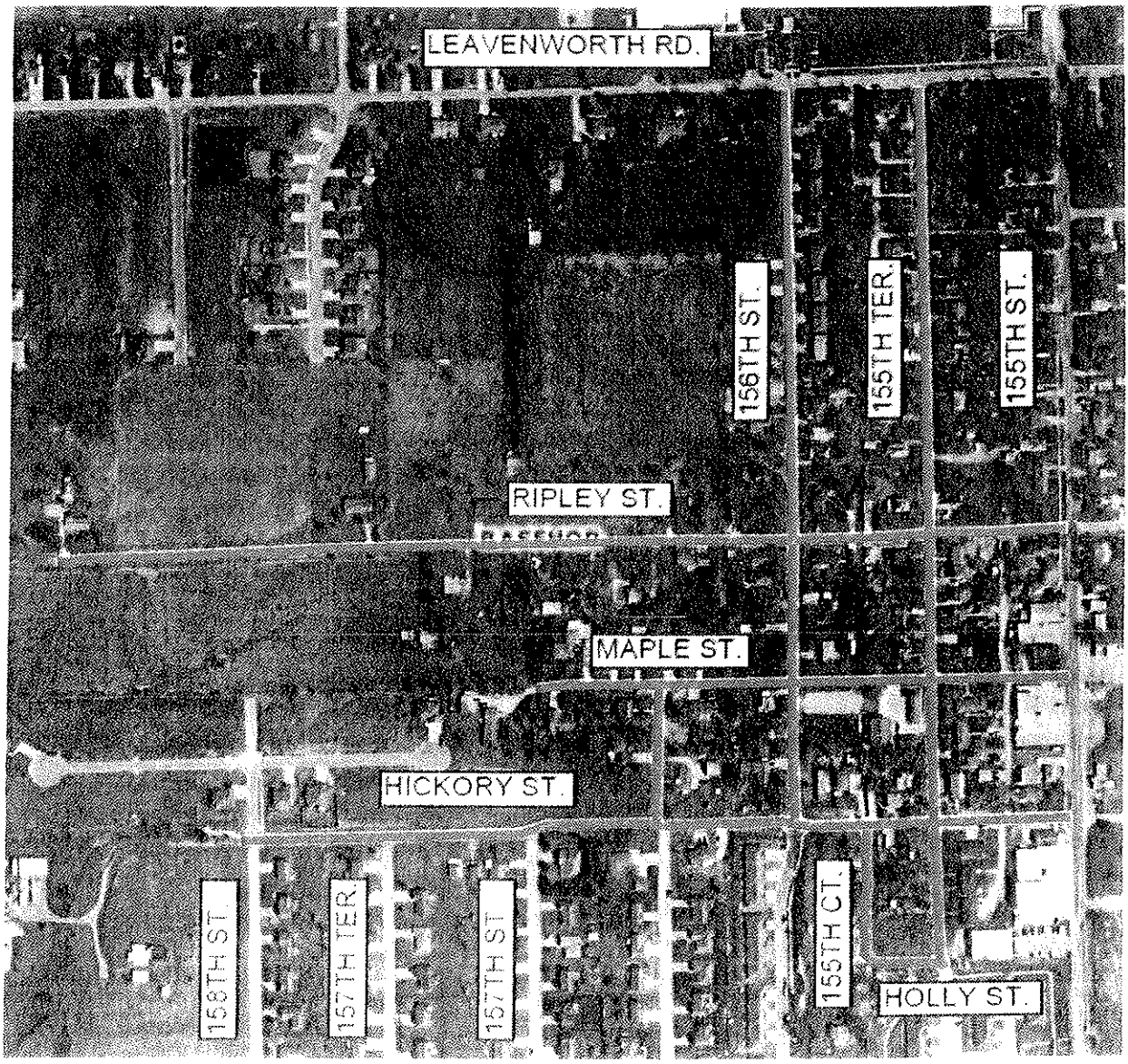
Street Repair

- Remove 178lf of concrete curb and gutter, 178sy of asphalt pavement, and 725sf of existing driveway approaches
- Excavate for 6" base rock and 6" asphalt
- Compact existing sub grade
- Place and compact 6" AB-3 base rock
- Install 178lf of curb and gutter
- Re-grade settled area behind curb (Seed and Straw)
- Form and pour new driveway approaches – 725sf
- Pave with hot mix asphalt (4" base and 2" surface)

Report Generated: Wednesday, June 20, 2012
2012 Chip Seal Program
Operations: Chip Seal

Street Name	From	To	Application	Operation	Area (SY)	Units	Measured Quantity	Installed Quantity
156TH TER	HICKORY ST	MAPLE ST	Second	1/4" Chip Seal	610	SY		
156TH ST	HICKORY ST	MAPLE ST	Second	1/4" Chip Seal	631	SY		
156TH ST	MAPLE ST	RIPLEY ST	Second	1/4" Chip Seal	678	SY		
156TH ST	RIPLEY ST	LEAVENWORTH ST	Second	1/4" Chip Seal	2,678	SY		
155TH CT	HOLLY ST	HICKORY ST	Second	1/4" Chip Seal	420	SY		
155TH TER	HOLLY ST	HICKORY ST	Second	1/4" Chip Seal	754	SY		
155TH TER	HICKORY ST	MAPLE ST	Second	1/4" Chip Seal	789	SY		
155TH TER	MAPLE ST	RIPLEY ST	Second	1/4" Chip Seal	770	SY		
155TH TER	RIPLEY ST	LEAVENWORTH ST	Second	1/4" Chip Seal	2,433	SY		
RIPLEY ST	W. 156TH ST	156TH ST	Second	1/4" Chip Seal	2,727	SY		
RIPLEY ST	156TH ST	155TH TER	Second	1/4" Chip Seal	701	SY		
RIPLEY ST	155TH TER	155TH ST	Second	1/4" Chip Seal	709	SY		
MAPLE ST	W. 156TH TER	156TH TER	Second	1/4" Chip Seal	584	SY		
MAPLE ST	156TH TER	156TH ST	Second	1/4" Chip Seal	650	SY		
MAPLE ST	156TH ST	155TH TER	Second	1/4" Chip Seal	685	SY		
MAPLE ST	155TH TER	155TH ST	Second	1/4" Chip Seal	828	SY		
HICKORY ST	158TH ST	157TH TER	Second	1/4" Chip Seal	929	SY		
HICKORY ST	157TH TER	157TH ST	Second	1/4" Chip Seal	914	SY		
HICKORY ST	157TH ST	156TH TER	Second	1/4" Chip Seal	621	SY		
HICKORY ST	156TH TER	156TH ST	Second	1/4" Chip Seal	640	SY		
HICKORY ST	156TH ST	155TH TER	Second	1/4" Chip Seal	734	SY		
HICKORY ST	155TH TER	155TH ST	Second	1/4" Chip Seal	981	SY		
HOLLY ST	155TH TER	155TH CT	Second	1/4" Chip Seal	217	SY		
					21,683			

2012 Pavement Management Program



LEGEND

Chip Seal

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2012 Chip Seal Program
Operations: Chip Seal

Street Name	From	To	Application	Operation	Area (SY)	Units	Measured Quantity	Installed Quantity
156TH TER	HICKORY ST	MAPLE ST	First	3/8" Chip Seal	610	SY		
156TH ST	HICKORY ST	MAPLE ST	First	3/8" Chip Seal	631	SY		
156TH ST	MAPLE ST	RIPLEY ST	First	3/8" Chip Seal	678	SY		
156TH ST	RIPLEY ST	LEAVENWORTH ST	First	3/8" Chip Seal	2,678	SY		
155TH CT	HOLLY ST	HICKORY ST	First	3/8" Chip Seal	420	SY		
155TH TER	HOLLY ST	HICKORY ST	First	3/8" Chip Seal	754	SY		
155TH TER	HICKORY ST	MAPLE ST	First	3/8" Chip Seal	789	SY		
155TH TER	MAPLE ST	RIPLEY ST	First	3/8" Chip Seal	770	SY		
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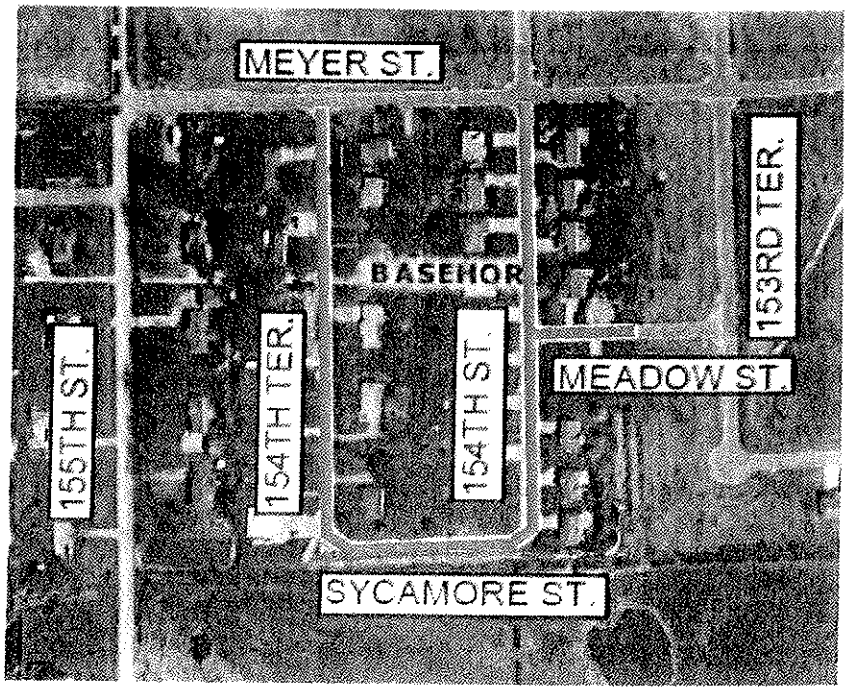
HOLLY ST	155TH TER	155TH CT	First	3/8" Chip Seal	217	SY		
					21,683			

2012 Pavement Management Program



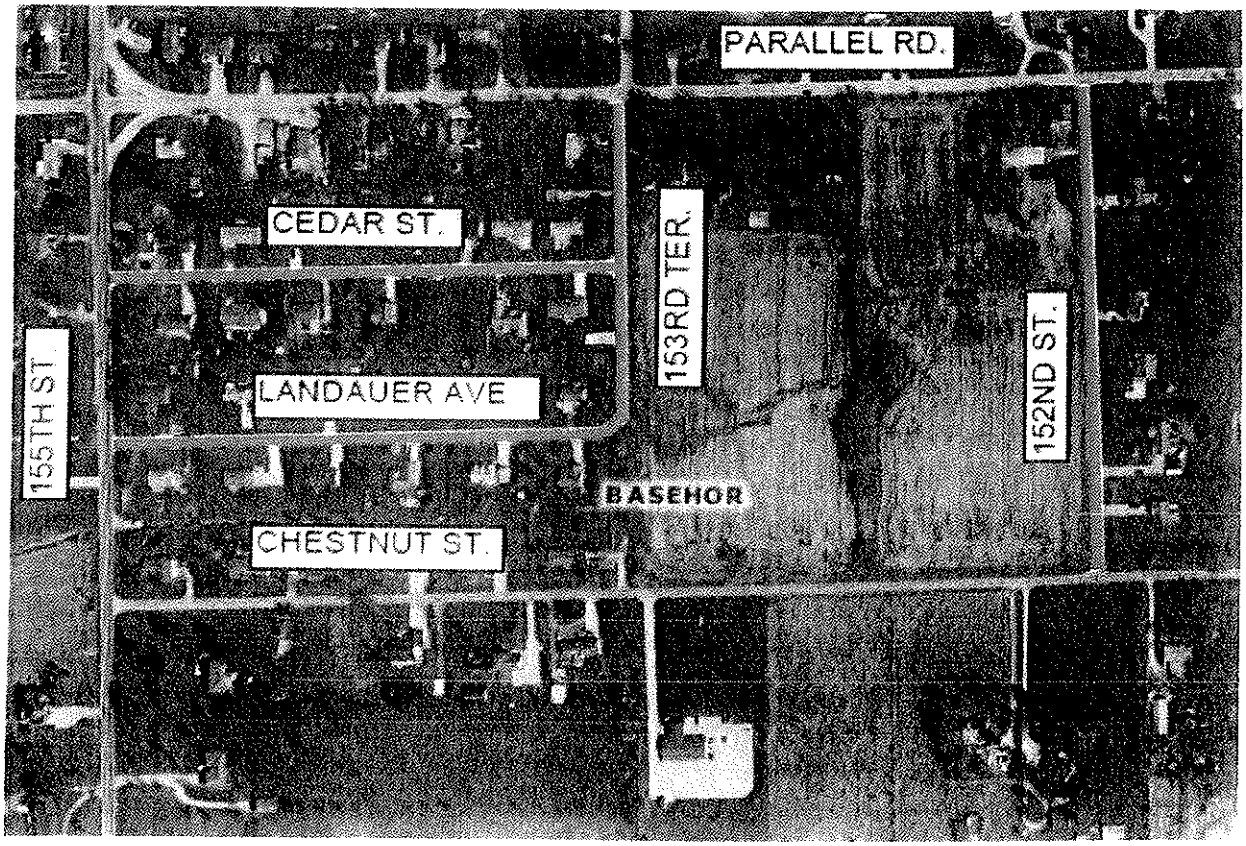
LEGEND

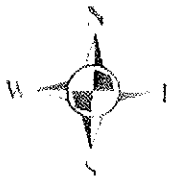
Chip Seal

Report Generated: Wednesday, June 20, 2012
2012 Chip Seal Program
Operations: Chip Seal

Street Name	From	To	Application	Operation	Area (SY)	Units	Measured Quantity	Installed Quantity
154TH TER	SYCAMORE ST	MEYER ST	First	3/8" Chip Seal	1,633	SY		
SYCAMORE ST	154TH TER	154TH ST	First	3/8" Chip Seal	887	SY		
154TH ST	SYCAMORE ST	MEYER ST	First	3/8" Chip Seal	1,932	SY		
MEADOWS ST	154TH ST	153RD TER	First	3/8" Chip Seal	373	SY		
154TH ST	SYCAMORE ST	MEYER ST	Second	1/4" Chip Seal	1,633	SY		
SYCAMORE ST	154TH TER	154TH ST	Second	1/4" Chip Seal	887	SY		
154TH ST	SYCAMORE ST	MEYER ST	Second	1/4" Chip Seal	1,932	SY		
MEADOWS ST	154TH ST	153RD TER	Second	1/4" Chip Seal	373	SY		
					9,650			

2012 Pavement Management Program





LEGEND

Chip Seal

Report Generated: Wednesday, June 20, 2012
2012 Chip Seal Program
Operations: Chip Seal

Street Name	From	To	Application	Operation	Area (SY)	Units	Measured Quantity	Installed Quantity
CEDAR ST	155TH ST	153RD TER	First	3/8" Chip Seal	2,058	SY		
LANDAUER AVE	155TH ST	153RD TER	First	3/8" Chip Seal	1,824	SY		
153RD TER	LANDAUER AVE	PARALLEL RD	First	3/8" Chip Seal	1,317	SY		
152ND ST	CHESTNUT ST	PARALLEL RD	First	3/8" Chip Seal	2,065	SY		
CEDAR ST	155TH ST	153RD TER	Second	1/4" Chip Seal	2,058	SY		
LANDAUER AVE	155TH ST	153RD TER	Second	1/4" Chip Seal	1,824	SY		
153RD TER	LANDAUER AVE	PARALLEL RD	Second	1/4" Chip Seal	1,317	SY		
152ND ST	CHESTNUT ST	PARALLEL RD	Second	1/4" Chip Seal	2,065	SY		
					14,528			

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF BASEHOR, KANSAS AND CONTRACTOR

2012 CHIP SEAL PROGRAM

This First Amendment to the Agreement is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas (the "City") and Harbour Construction, Inc. (the "Contractor") on the ____ day of October, 2012.

WHEREAS the City and the Contractor entered into that certain Agreement dated September 4, 2012 (the "Agreement") for the 2012 Chip Seal Program, as more particularly defined in the Agreement; and

WHEREAS the City and the Contractor have now agreed to amend the Agreement to reflect the addition of several streets to the 2012 Chip Seal Program.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That Article I of the Agreement be amended to read as follows:

Article I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: 2012 Chip Seal Program: Residential Street Chip Seal, Thoroughfare/Collector Chip Seal, First Sweeping, Second Sweeping, Public Relations, Bradford Ct. and 153rd St. Improvements, Garden Parkway and 160 Circle, Improvements, Wellington St. Improvements, and Police Station Parking Improvements, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Plans, Specifications, and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Basehor, Kansas, all of which Contract Documents for the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

2. That Article II of the Agreement be amended to read as follows:

Article II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Three Hundred Twenty Thousand, Fifty- Seven and 88/100 DOLLARS ($320,057.88) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and

designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

3. That the Plan be amended to read as follows:

ATTACHED AS EXHIBIT A

4. Conflict. All of the terms and conditions of the Agreement shall remain in effect, if a conflict exists between the Agreement and this Amendment, the terms of this Amendment shall control.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be binding upon any party executing the same and all of which together shall constitute one and the same document.

6. Defined Terms. All terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreement.

City of Basehor, Kansas

By: _____
Mayor David K. Breuer

Harbour Construction, Inc.

By: _____

Attest:

_____
Corey Swisher, City Clerk