Agenda

Basehor City Council
Work Session

June 1, 2015 - 7:00 p.m.
Basehor City Hall

1. Project Funding and Economic Impact - Ben Hart
2. Ordinance No. 525 - Amendment
3. Leavenworth Rd. Sidewalk Project – MHS contract
4. Executive Session *(If Needed)*

Per K.S.A. 75-438 the City Council Meeting agenda is available for review at Basehor City Hall, 2620 North 155th

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 1

Topic: Project Funding, Issuance of Bonds and Economic Impact to the City

Action Requested: Ordinances and Resolutions will need to be approved by council for the issuance of bonds

Narrative: The city will be issuing bonds for three projects (Leavenworth Road sidewalk, storm/sanitary sewer project and 141st Donahoo street improvement). Council will need to pass several ordinances and resolutions authorizing the issuance of bonds for these projects. Ben Hart will present all the requirements and impact to the city.

Presented by: Ben Hart, AGH, Lloyd Martley, Chief of Police/City Admin.

Administration Recommendation: Approve all resolutions and ordinances as presented.

Committee Recommendation: N/A

Attachments: Ordinance 652, 653 Resolution 2015-11, 12

Projector needed for this item?

No

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON JULY 20, 2015

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

_____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE IMPROVEMENT OR REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY OF BASEHOR, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Katherine M. Renn, City Clerk

payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the "Bonds").

Section 3. **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 4. **Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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ADOPTED AND APPROVED by the governing body of the City of Basehor, Kansas, on July 20th, 2015.

(Seal)

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

(Signature page to Main Trafficway Project Resolution)

RESOLUTION NO. 2015-11

A RESOLUTION AUTHORIZING THE IMPROVEMENT OR REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY OF BASEHOR, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 *et seq.* (the "Act"), and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, building any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts and drainage, trafficway illumination, traffic control devices, pedestrian ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, the Act provides that all costs of improvements or reimprovements authorized thereunder, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large and may be funded, among others, by the issuance of general obligation bonds; and

WHEREAS, the governing body of the City of Basehor, Kansas (the "City"), has previously designated certain streets within the City as main trafficways, as provided by and under the authority of the Act; and

WHEREAS, said governing body hereby finds and determines that it is necessary to improve or reimprove said main trafficways, and to provide for the payment of the costs thereof, all as provided by and under the authority of the Act.

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

Section 1. Project Authorization. It is hereby deemed and declared to be necessary to improve or reimprove the following main trafficways (the "Project") under the authority of the Act:

Main Trafficway	Description
Leavenworth Road	The construction of a sidewalk on the north side of Leavenworth Road, including ADA ramps and other necessary and appurtenant improvements, located approximately from 155th Street to Basehor City Park.
141st Street and Donahoo Road	The removal of existing road surface, construction of roadside ditches, creation of subgrade to City standards, and capping with asphalt, and other necessary and appurtenant improvements, located at the intersection of 141st Street and Donahoo Road.

Section 2. Financing Authority. The estimated costs of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses are $1,150,000. The costs of the Project, interest on interim financing and associated financing costs shall be

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G.O. SALE DOCUMENTS

A. Excerpt of Minutes of Meeting authorizing offering for sale of Bonds
B. Resolution for a Public Sale

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON JUNE 15, 2015

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

_____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Improvement Bonds, Series 2015A, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015A, OF THE CITY OF BASEHOR, KANSAS.

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. _____.

* * * * * * * * * * * * * *

(Other Proceedings)

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* * * * * * * * * * * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Katherine M. Renn, City Clerk

RESOLUTION NO. 2015-12

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015A, OF THE CITY OF BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas (the "Issuer"), plans to undertake certain internal improvements described as follows (collectively, the "Improvements"):

Project Description	Amount
Leavenworth Road – Sidewalk	$800,000.00
Storm/Sanitary Sewer Rehabilitation	350,000.00
141st and Donahoo Road Improvements	350,000.00
Total:	***$1,500,000.00***

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Springsted, Incorporated, Saint Paul, Minnesota (the "Municipal Advisor"), as municipal advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), in conjunction with the Clerk and other officials of the Issuer to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Issuer's General Obligation Improvement Bonds, Series 2015A (the "Bonds") described in the Notice of Bond Sale, to be prepared by Bond Counsel in conjunction with the Municipal Advisor and the Issuer.

Section 2. The Mayor and Clerk in conjunction with the Municipal Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Clerk, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in

Leavenworth County, Kansas, and the ***Kansas Register*** and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Clerk or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on June 15, 2015.

(SEAL)

ATTEST:

_____
David K. Breuer, Mayor

_____
Katherine M. Renn, City Clerk

(Signature Page to Sale Resolution)

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

To: _____

_____

Re: City of Basehor, Kansas, General Obligation Improvement Bonds, Series 2015A

The undersigned are the duly acting Mayor and Clerk of the City of Basehor, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF BASEHOR, KANSAS

By: _____
Title: David K. Breuer, Mayor

By: _____
Title: Katherine M. Renn, City Clerk

(Published in *the Basehor Sentinel* on June __, 2015)

ORDINANCE NO. 652

AN ORDINANCE DESIGNATING CERTAIN STREETS WITHIN THE CITY OF BASEHOR, KANSAS, AS MAIN TRAFFICWAYS.

WHEREAS, K.S.A. 12-685 *et seq*. (the "Act") provides that the governing body of any city is authorized and empowered to designate and establish, by ordinance, as a main trafficway, any existing or proposed street, boulevard, avenue or part thereof, within such city, the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the city or between such areas within the city and traffic facilities outside the city performing the function of a major trafficway; and such designation by the governing body shall be final and conclusive; and

WHEREAS, the governing body of the City of Basehor, Kansas (the "City"), hereby finds and determines that certain streets within the City should be designated and established as main trafficways as provided by and under the authority of the Act.

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

Section 1. Designation. It is hereby authorized, ordered and directed, under the authority of the Act, that all of the following streets located within the limits of the City are hereby designated and established as main trafficways:

Street Name
Donahoo Road
Leavenworth Road
Parallel Street
141st Street
150th Street
155th Street
158th Street

Section 2. Effective Date. This Ordinance shall take effect and be of force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on June 15, 2015 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

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EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON JUNE 15, 2015

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

_____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE OF THE CITY OF BASEHOR, KANSAS, AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER DRAINAGE AND SANITARY SEWER IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____, was signed and approved by the Mayor and attested by the Clerk and was directed to be published one time in the official newspaper of the City.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Katherine M. Renn, City Clerk

(Signature page to Excerpt of Minutes)

(Published in *The Basehor Sentinel*, on _____, 2015)

ORDINANCE NO. 653

AN ORDINANCE OF THE CITY OF BASEHOR, KANSAS, AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER DRAINAGE AND SANITARY SEWER IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

WHEREAS, K.S.A. 12-631r(a) *et seq.* (the "Act") provides, in part, that whenever the governing body of any city determines it is necessary to construct storm sewers, channels, retention basins or drains for the purpose of managing the storm drainage areas of all or any portion of such city and in the unincorporated areas outside of but within three miles of the corporate limits of such city, the governing body may authorize the construction of such storm sewers, channels, retention basins or drains, such construction shall be authorized by ordinance; such ordinance shall designate where such storm sewers, channels, retention basins or drains shall be located; and

WHEREAS, Charter Ordinance No. 25 (the "Charter Ordinance") of the City of Basehor, Kansas (the "City"), authorizes the City to operate and maintain sewers and disposal works for the collection and purification of the sewage of the City and to issue general obligation bonds to pay all of a part of any costs thereof; and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary to construct storm sewer improvements and related sanitary sewer improvements within the corporate limits of the City described as follows (collectively the "Project"):

> The remedying of certain ditch erosion and storm water drainage issues in order to prevent flooding and the exposure and possible damage of sewer laterals from residences to the main sewer line, and other necessary and appurtenant improvements, all located [within the area bordered on the north by Parallel Street, the west by 155th Street, the south by Landauer Avenue, and the east by North 153rd Terrace].

; and

WHEREAS, the governing body of the City hereby further finds and determines that general obligation bonds of the City should be issued under the authority of the Act and the Charter Ordinance to pay the costs of the Project and related financing costs.

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

Section 1. **Findings**. It is hereby found and determined that the Project be constructed. The estimated construction and engineering costs of the Project are $350,000.

Section 2. **Financing**. The costs of the Project, interest on interim financing and associated financing costs shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act.

Section 3. **Reimbursement.** Any bonds issued under the authority of this Ordinance may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Ordinance pursuant to U.S. Treasury Regulation §1.150-2.

Section 4. **Effective Date**. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on June 15, 2015 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

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City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Amendment to Ordinance 525 pertaining to prohibit heavy truck traffic or parking on city streets.

Action Requested: Approve Ordinance 651amending Chapter 44, Article IV, Section 44-150 of the City Code of the City of Basehor

Narrative: On February 4, 2008 Ordinance 525 was passed by the City Council amending Chapter 14, Section 14-203 of the City Code of the City of Basehor to prohibit heavy truck traffic to include parking on city streets. The purpose of the ordinance was to restrict any vehicle weighing over 26,000 from driving or parking on city streets without a specific purpose. The ordinance incorrectly stated that vehicles with a **state licensing rating** of 26,000 were prohibited. It should have stated any vehicle with a gross vehicle mass (GVM) of 26,000 pounds were prohibited. Ordinance 651 will correct the wording and prohibit any vehicle with a GVM exceeding 26,000 from driving or parking on our city streets without an intended purpose.

Presented by: Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Approve Ordinance 651

Committee Recommendation: N/A

Attachments: Ordinance 525 and 651

Projector needed for this item?

No

ORDINANCE NO. 651

AN ORDINANCE AMENDING CHAPTER 44, ARTICLE IV, SECTION 44-150, ENTITLED "TRUCKS, BUSES, ETC., PARKING RESTRICTED", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend Chapter 44, Article IV, Section 44-150 of the City Code of the City of Basehor, Kansas, entitled "Trucks, buses, etc., parking restricted".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Chapter 44, Article IV, Section 44-150 of the City Code of the City of Basehor, Kansas, shall be amended with the addition of the underlined language, and the deletion of the stricken language as follows:

Sec. 44-150. - Trucks, buses, etc., parking restricted.

(a) It shall be unlawful to drive ~~park~~ any bus, truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances having a ~~state licensing rating~~ gross vehicle mass of ~~26M (~~13 tons or 26,000 pounds~~)~~, or more, upon any city ~~residential~~ street ~~within the city~~ unless such vehicle is picking up or delivering merchandise to a location that is only accessible via ~~residential~~ city streets. Its shall be unlawful to park such vehicle picking up or delivering merchandise to a location that is only accessible via ~~residential~~ city streets on ~~the residential~~ any city street for any period of time exceeding two hours. For the purpose of this section, the term "tractor" shall include both road tractors and farm tractors.

~~(b) It shall be unlawful for any bus (excluding any school buses), truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances having a state licensing ratinggross vehicle weight of 26M (13 tons or 26,000 pounds) or more to drive or park upon any residential street within the city unless such vehicle is picking up or delivering merchandise to a location that is only accessible via the residential street.~~

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this ___ day of June, 2015.

APPROVED by the Mayor this ___ day of June, 2015.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

SCANNED

City of Basehor
7-9-08 CD

February 4, 2008

(First published in *Basehor Sentinel* 14th day of February, 2008)

ORDINANCE NO. 525

AN ORDINANCE AMENDING THE CITY CODE TO PROHIBIT CERTAIN TRUCK TRAFFIC OR PARKING ON RESIDENTIAL STREETS

WHEREAS, Section 14-203 of Chapter 14 of the City Code sets forth local regulations on truck traffic within the City; and

WHEREAS, the Governing Body believes it is in the best interest of the City to prohibit large trucks on residential streets that pose a safety issue due to their size and obstruction to vision, or cause increased wear on streets due to their weight;

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

SECTION 1: In accordance with K.S.A. 8-1912(c), the Governing Body does hereby amend Section 14-203 of Chapter 14 of the City Code to read as follows:

14-203. TRUCKS, BUSES ETC.; PARKING OR DRIVING RESTRICTED. (a) It shall be unlawful to park any bus, truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more upon a residential street within the city for any period of time exceeding two hours. For the purpose of this section, the word tractor shall include both road tractors and farm tractors.

(b) Vehicles with a Weight of 13 Tons or Over. It shall be unlawful for any bus (excluding any school buses), truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more to drive or park upon any residential street within the city unless such vehicle is picking up or delivering merchandise to a location that is only accessible via the residential street. (Ord. 176, Sec. 1; Ord. 259, Sec. 2; Ord. ____, Sec. 1)

SECTION 2. Effective Date. This Ordinance shall take effect and be enforced from and after its passage, approval, publication and installation of appropriate "NO TRUCKS" signs as recommended by the Manual on Uniform Traffic Control Devices for the streets described in SECTION 1 of this Ordinance, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS, THIS 4th DAY OF February, 2008.

Chris Garcia, Mayor

ATTEST:

Mary A. Mogle, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

SEAL OF THE CITY OF BASEHOR, KANSAS
CORPORATE SEAL

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 3

Topic: Consider engineering design services contract for the proposed Leavenworth Road (City Park to 155th Street) sidewalk project.

Action Requested: Consider Resolution 2015-10 to enter into a contract with McAfee Henderson Solutions, Inc. (MHS).

Narrative: On February 4, 2015, a request for qualifications was advertised for design services. The City received seven (7) consultant responses. The selection committee reviewed the proposals and recommended MHS for the project design. On March 27, 2015, the committee finds were discussed with City Council. Resolution 2015-10 includes a contract, scope, and fee. The contract is not to exceed $114,173.18 and will be completed by March 1, 2016.

Presented by: Gene Myracle, City Superintendent and Mitch Pleak, City Engineer

Administration Recommendation: Approve Resolution 2015-10.

Committee Recommendation: N/A

Attachments:

5.26.15 Staff Memo
Project Layout
Resolution 2015-10

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Lloyd Martley

From: Mitch Pleak

Date: 5.26.15

Re: Leavenworth Road Sidewalk Project.

On August 18, 2014, City Council discussed the possibilities of constructing a sidewalk along Leavenworth Road from the City Park to 155th Street. After discussion, the City Council directed staff to move forward with the project. A request for qualifications (RFQ) was developed based on the project's needs.

On January 20, 2015, staff provided the City Council an updated on the project, RFQ, and advertisement of the RFQ.

On February 4, 2015, the RFQ was advertised. The City received seven (7) responses. The review committee reviewed the qualifications of each firm.

On March 27, 2015, staff discussed the selection of McAfee Henderson Solutions, Inc. (MHS) with the City Council. After discussion, Council directed staff to develop a scope and fee with MHS for the project.

The scope and fee is enclosed within the contract for design services. The contract is a not to exceed contract for $114,173.18 and will be completed by March 1, 2016.

Per the RFQ, the consultant would provide construction inspection services. Construction inspection services are not part of the design service contract. Allowed construction days will be identified and developed at the final design stages. With the allowed construction days identified, a detailed fee can be developed for construction inspection services. The construction inspection contract will be brought to the City Council during the final design stage.

Leavenworth Road Sidewalk Project

(155th Street to City Park)

Project Begins

Remove Existing Sidewalk
Replace with 6 ft Sidewalk

USD #458 Participation

Project Infrastructure Overview
- Project Length = 2,940 feet
- Proposed Sidewalk Width = 6 feet
-Off Site Drainage Improvements
-Improve Drainage Along Leavenworth Road
-Completion 2016

Proposed Sidewalk - 6 ft

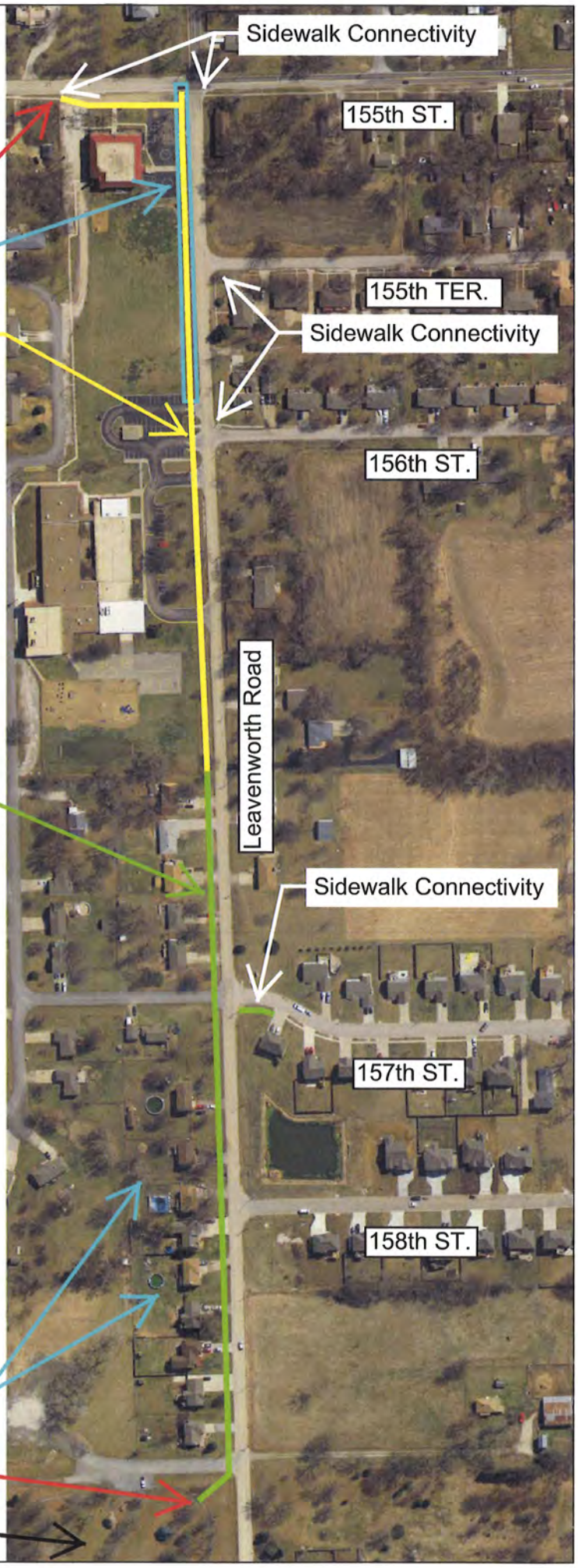
Improvement Benefits
- Pedestrian Mode To and From City Park
- Pedestrian Safety - ADA Ramps
- Connect to Existing Sidewalks
- Elementary School Connectivity
- Resolve Existing Drainage Issues Near City Park

Project Tasks
- Public Input
- Coordinate with Elementary School
- Design
- Land Acquisition
- Utility Relocations
- Inspection
- Construction

Off Site Drainage Improvements

Project Ends - Connect to Park/Existing Trail

City Park



RESOLUTION NO. 2015-10

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND MCAFEE HENDERSON SOLUTIONS, INC., REGARDING ENGINEERING SERVICES RELATED TO SIDEWALK IMPROVEMENTS ON LEAVENWORTH ROAD IN BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Engineering Services Agreement with McAfee Henderson Solutions, Inc., regarding sidewalk improvements along Leavenworth Road from City Park to 155th Street, 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 Engineering Services Agreement with McAfee Henderson Solutions, Inc., attached as **Exhibit A**.

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

PASSED by the Governing Body this ___ day of June, 2015.

APPROVED by the Mayor this ___ day of June, 2015.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Engineering Services Agreement

To be attached.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas, hereinafter "City," and McAfee Henderson Solutions, Inc., herein after "Consulting Engineer." City intends to construct an improvement project (hereinafter the "Project") in Basehor, Kansas, described as follows:

Sidewalk along Leavenworth road from City Park to 155th Street (approximately 2,940 feet) as described in more detail in Exhibit A.

City hereby contracts with Consulting Engineer for the furnishing of professional engineering services in connection with the Project, for the furnishing of such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer represents to City that Consulting Engineer is professionally qualified to do this Project and is licensed to practice engineering by all public entities having jurisdiction over Consulting Engineer and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Basehor, Kansas.

"Consulting Engineer" means the company identified on pg. 1. Consulting Engineer shall employ for the services rendered herein, only those engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Construction Cost" means and includes the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer's fee, or other payments to the Consulting Engineer and shall not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering Documents. All terms defined in the General Conditions of the Agreement for Construction for this Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of

this Agreement.

"Contract Time" means time for completion which is March 1, 2016.

"Engineering Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consulting Engineer under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment.

"Traffic Control Plan" means a specific plan that includes but is not limited to signage; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer an amount not to exceed One hundred fourteen thousand, one hundred seventy-three dollars and 18/100 ($114,173.18), including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement, and shall be billed as a percentage of the maximum fee per phase and equipment charges as set forth in **Exhibit B** attached herewith, plus direct expenses, such as in-house printing, mileage, etc. Payment to Consulting Engineer shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Investigation & Data Collection	26.2%
Preliminary Design Phase	34.7%
Final Design Phase	26.7%
Right of Way and Easement Staking	9.7%
Post Design Services	2.7%
TOTAL	100.0 %

2. Reimbursable Expenses: The Consulting Engineer shall be reimbursed at the actual cost, not to exceed a total expense of $9,303.18 for the following expenses: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, (g) title company (O & Es); (h) environmental services; and (i)other costs as authorized by City.

3. Additional Services: Consulting Engineer shall provide, with City's concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit B**. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consulting Engineer, providing services necessitated in the event the Engineering Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer, as compensation for these services, shall be in accordance with the hourly rate schedule attached as **Exhibit B**. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.

4. Special Services: Consulting Engineer may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer shall not be paid extra by City if its appearance is to defend its professional Engineering Services. . If Consulting Engineer is requested, in writing, by City, to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit B**.

5. Billing: Consulting Engineer shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer shall itemize the

services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer within thirty (30) days of approval by the Governing Body.

6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer immediately. Consulting Engineer will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures.

7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer

8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer the Consulting Engineer shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer's standard hourly rates per **Exhibit B**; provided, however, that any increase in total fee or Contract Time must be approved through a written change order. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer's negligence or other actionable fault.

9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering Services or to modify the terms and conditions thereof by either written amendment or by change order. The total fee and Contract Time may only be changed by a written change order approved by City. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including but not limited to, total fee or Contract Time, is a requirement of any insurance policy held by Consulting Engineer as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT

Consulting Engineer shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and

which are required for the construction of the Project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. Services: The services to be provided during this phase are set out in **Exhibit A** attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consulting Engineer shall furnish the City two (2) copies of the preliminary design documents, unless otherwise noted in **Exhibit A**.
3. Preliminary Cost Estimate: Consulting Engineer shall furnish City an estimate of probable Construction Cost based on the preliminary design of the Project. Consulting Engineer's estimate of probable Construction Cost is to be made on the basis of Consulting Engineer's experience and qualifications and represent Consulting Engineer's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consulting Engineer shall advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested prior to commencement of final design phase.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in **Exhibit A** attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer shall furnish City three (3) copies, unless otherwise noted in **Exhibit A**, of the final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.
3. Contract Documents: Consulting Engineer shall prepare contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, all to be approved by the City, and assist in the preparation of other related documents, unless such documents are provided by City.
4. Final Cost Estimate: Consulting Engineer shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award.
5. Budget: Consulting Engineer shall advise City if, in its opinion, the amount

budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection and testing prior to bidding phase.

C. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in **Exhibit A** attached hereto and incorporated by reference.

2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer's Final Cost Estimate, Consulting Engineer, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City, in its sole discretion, has four (4) options if all bids exceed Consulting Engineer's estimate:(1) consider approval of an increase in the project cost; (2) authorize rebidding of the project; (3)terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer's estimate.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions of the Contract for Construction of this Project as being responsibilities of the Consulting Engineer. The General Conditions for the Project shall be per the Engineers Join Contract Documents Committee current version as of the execution of this Agreement.

2. Personnel: Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Matt Henderson. The City will be notified in writing immediately if this individual changes. As project manager on this Project, this person shall be the primary contact with the City's project manager and shall have authority to bind Consulting Engineer. So long as the individual named above remains actively employed or retained by Consulting Engineer, he/she shall perform the function of project manager on this Project.

3. Subsurface Borings & Material Testing: If tests, additional to those provided for

in **Exhibit A**, are required for design, Consulting Engineer shall prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by Consulting Engineer or its subcontractors and compensated as an Additional Service, to be agreed upon on the Change Order.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer which is not defined within the scope of services of Consulting Engineer. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work. Although Consulting Engineer may assist City in procuring such services of third parties, Consulting Engineer shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Consulting Engineer shall not subcontract any of the Engineering Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering Services to be subcontracted and the consulting firm or person proposed to accomplish the subcontracted portion of the Project. Unless otherwise stated in the written consent to subcontracting the Engineering Services to be performed under this Agreement, no subcontract will release or discharge the Consulting Engineer from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of $1,000,000 per claim and provide the City with certification thereof.

6. Endorsement: Consulting Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by him/her. Any review or approval by City of any documents prepared by the Consulting Engineer, including but not limited to the plans and specifications, shall be solely for the

purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work.

7. Inspection of Documents: Consulting Engineer shall maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF BASEHOR RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer's submissions; and give written notice to Consulting Engineer, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: City will provide access for Consulting Engineer to enter public property, and private property when the City has authority to provide access.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit A** as City's responsibility.
4. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer, by providing ten (10) days' written notice of such termination to Consulting Engineer. Upon receipt of such notice from City, Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with City and, subject to City's approval, determine what Engineering Services shall be required of

Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer must give written notice to the City and give the City an opportunity to cure. If the City does not cure within ten (10) days, Consulting Engineer is entitled to terminate this Agreement by providing ten (10) days' written notice.

2. Termination for Cause: If this Agreement is terminated by the City for cause, after notice to Consulting Engineer, City may take over the Engineering Services and prosecute same to completion, by contract or otherwise. When Consulting Engineer's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer shall not release Consulting Engineer from liability.

3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer for all Engineering Services completed to date of its receipt of the termination notice and any additional Engineering Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer, City shall compensate Consulting Engineer for the reasonable cost of Engineering Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer including but not limited to its rights to sue for damages.

5. Incomplete Documents: Neither Consulting Engineer, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer agree that disputes relative to the Project should first be

addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer shall proceed with the Engineering Services as per this Agreement as if no dispute existed. The City shall withhold 10% of the monthly billing until the dispute is resolved, and shall continue to make the remainder of the payment for Consulting Engineer's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All engineering documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is executed or not, however, the Consulting Engineer will provide City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer's copyrighted instruments, and Consulting Engineer at his/her option may so identify them by appropriate markings. Provided that Consulting Engineer is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consulting Engineer, however, such reuse without written verification or adaptation by Consulting Engineer for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer whatsoever. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General

The Consulting Engineer shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consulting Engineer shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Consulting Engineer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consulting Engineer shall monitor and promptly notify the City of any

reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting Engineer's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

General Aggregate:	$ 500,000
Products / Completed Operations:	$ 500,000
Personal & Advertising Injury:	$ 500,000
Each Occurrence:	$ 500,000

Policy MUST include the following conditions:

a. Commercial General Form
b. Explosion, Collapse & Underground
c. Broad Form Contractual / Contractually Assumed Liability
d. Independent Contractors
e. Broad Form Property Damage
f. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
g. Name City of Basehor as "Additional Insured"

4. Automobile Liability

Policy shall protect the Consulting Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:

Same as General Liability

Policy MUST include the following condition:

Name City of Basehor as "Additional Insured"

5. Workers' Compensation

This insurance shall protect the Consulting Engineer against all claims under applicable state workers' compensation laws. The Consulting Engineer shall also be protected against claims for injury, disease or death of its employees for which, for any reason, may not fall within the provisions of

workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident:	$ 100,000 Each Accident
Bodily Injury by Disease:	$ 500,000 Policy Limit
Bodily Injury by Disease:	$ 100,000 Each Employee

6. Professional Liability

The Consulting Engineer shall maintain throughout the duration of this Contract, Professional Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim and annual aggregate.

7. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

a. Is licensed to do business in the State of Kansas;
b. Carries a Best's policyholder rating of A- or better; and
c. Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consulting Engineer.

8. Subconsultants' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer shall either:

a. Cover all subconsultant in its insurance policies, or
b. Require each subconsultant not so covered to secure insurance which will protect subconsultant against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer shall indemnify and hold harmless the City as to damages, liabilities or costs, including reasonable attorney's fees, to the extent arising out of the acts or omissions of its subconsultants.

E. INDEMNITY

1. Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means damage, liability or costs, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), for injury, including death, to person or persons or damages to or Loss of, property of person, firm or corporation, including the parties hereto,

which to the extent arise out of or are connected with, negligent acts, errors or omissions of Consulting Engineer whether arising before or after the completion of the Engineering Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer hereby agrees to indemnify, defend and hold harmless the City and its employees and agents from damages or alleged damages caused or incurred as a result of the negligence or other fault of the Consulting Engineer, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. During the performance of this Agreement, the Consulting Engineer agrees that:
   a. Consulting Engineer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
   b. in all solicitations or advertisements for employees, the Consulting Engineer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
   c. if the Consulting Engineer fails to comply with the manner in which the Consulting Engineer reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;

d. if the Consulting Engineer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and

e. the Consulting Engineer shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by a Consulting Engineer:

- who employs fewer than four employees during the term of such contract; or
- whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

2. The Consulting Engineer further agrees that the Consulting Engineer shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. INDEPENDENT CONTRACTOR

The Consulting Engineer is an independent contractor and as such is not an agent or employee of the City.

L. WORK DELIVERABLE FORMAT

1. Project Drawings: Project drawings which are developed by Consulting Engineer through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by Consulting Engineer. If City provides such electronic media (disk) to others for any purpose, City shall require the electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer.
2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a Microsoft compatible compact disc.

N. COVENANT AGAINST CONTINGENT FEES

Consulting Engineer warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Consulting Engineer shall abide by applicable federal, state and local laws, ordinances and regulations applicable to the Engineering Services or the Project at the time Services are rendered. Consulting Engineer shall secure occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____ 2015.

McAfee Henderson Solutions, Inc.

By: _____
Authorized Signatory

Matt Henderson
Vice President

CITY OF BASEHOR, KANSAS

_____
David K. Breuer
Mayor

ATTEST:

_____
Katherine M. Renn
City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano
City Attorney

EXHIBIT A
Scope of Work

1. SCOPE OF WORK

McAfee Henderson Solutions, Inc. (ENGINEER) will provide surveying and final engineering plan services to the CITY of Basehor for the proposed 6-ft sidewalk improvements along the north side of Leavenworth Road, from City Park to 155th Street, and an 8-ft turned down sidewalk fronting the Special Education Center located at the northwest corner of 155th Street and Leavenworth Road.

Anticipated project improvements in addition to concrete sidewalks will include enclosed storm drainage, driveway improvements, pavement markings and integral sidewalk retaining walls.

2. BASIC SCOPE OF SERVICES

Surveys

a. Provide field surveys in accordance with KDOT and State of Kansas minimum standards in establishing the property lines of the 22 parcels within the project area. Locate and reference nearest corner monuments to each end of the project in establishing section lines and right of way through the project. Leavenworth County Control Network State Plane Coordinates (NAD 83) will be utilized.

b. Provide an approximate 5,300 linear feet topographic corridor survey for the project collecting terrain data, site planametric features, and utilities within project limits. Length of corridor survey shall be as follows:

Leavenworth Road (North Side) – North side of Leavenworth Road from City Park to 155th Street, approximately 2,700 total linear feet. Corridor survey approximately 80-ft wide from centerline of road to front building setback line.

City Park and 15818 to 15802 Leavnworth Road – From culvert located beneath Park Road (approximately 330 feet north of Leavenworth Road) along drainage channel and rear property lines for 15018 to 15802 Leavenworth road, including side yards. Approximately 900 total linear feet by 100-ft width.

Leavenworth Road (South Side) – South side of Leavenworth Road from City Park to southeast property corner of 3028 N. 157th Street and south side of Leavenworth Road from 156th Street to 155th Terrace, approximately 1,300 total linear feet. Corridor survey approximately 80-ft wide from centerline of road to front building setback line.

155th Street – West side of 155th Street from south right of way of Leavenworth road to northeast corner of 3112 N. 155th Street, approximately 490 linear feet by 90-ft width.

c. Localized project control shall contain a minimum of four (4) project benchmarks and four (4) recoverable control points outside the anticipated construction limits.

d. Obtain Ownership and Encumbrance (O&E) reports from a qualified Title Company at project inception and refresh the O&E documents prior to right of way acquisition. Twenty-two (22) O&E reports are anticipated for this project.

e. Prepare legal descriptions and exhibits sealed by a registered land surveyor for each parcel requiring temporary construction easements within the project limits.

f. Provide staking of all easements required for the project construction with a 40d nail and lathe with flagging.

Engineering

g. Conduct meetings with the CITY for the Project Kick-Off, 30% Concept Design Stage, Field Check, Utility Coordination, Office Check and Final Plans.

h. Perform hydrologic and hydraulic calculations for the proposed conditions of all affected drainage areas in the 2, 10, 25, and 100 year storm events. Incorporate drainage table and map into the construction documents.

i. The ENGINEER shall develop two (2) design concepts outlining pros and cons of each concept with anticipated difference in construction costs. Concept No. 1 shall provide two evaluations for an enclosed storm drainage system in the vicinity of 158th Street and Leavenworth Road. The first evaluation will provide storm sizing required for piping maximum flows (10 to 25 year storm) and the second evaluation will be for piping lower storm (2-year) underground. Each evaluation will include routing larger storm with overland flow. Concept No. 2 shall include analysis for extension of enclosed system eastward to the school property. Upon selection of concept by City Staff, MHS will commence field check plans.

j. Assist CITY in conducting two public information meetings for the surrounding property owners and public interested in the project improvements.

k. Prepare field check plans based on the selected concept in accordance with City of Basehor Standards and conduct field check with CITY staff. Plans to include the following:

i. Typical sidewalk cross sections.
ii. Existing rights of ways and property.
iii. Horizontal and vertical layout of sidewalks, drives, and drainage improvements.
iv. Construction limits and cross sections.
v. Engineering estimate of probable cost of construction

l. Coordinate utility companies having facilities that require adjustment and/or relocation within the project limits. Sidewalk and storm sewers shall be designed to minimize impacts to utilities. Relocation plans shall be provided by the utility owner.

m. Prepare Office Check plans incorporating any modifications from field check meeting. Plans shall include all necessary details required for bidding.

n. Prepare Final Plans and all required details and special provisions for technical specifications not covered by City of Basehor or the Kansas State Road and Bridge Specifications to be used in the bidding documents.

o. Submit documentation for permit determination with the Army Corp of Engineers and Division of Water Resources. Project is anticipated to only require a NOI permit from KDHE, due to land disturbance area to be greater than 1 acre.

p. Provide bid phase services which shall include preparation of project manual and specifications for the project. MHS will distribute notice of project to area contractors and plan houses for plans to be purchased for bidding. MHS will conduct a non-mandatory pre-bid meeting for interested contractors and attend public bid opening at the City of Basehor. MHS will make recommendations to the City on acceptance of lowest qualified contractor bid.

q. Construction engineering services will be an addendum to this contract based on the number of working days set forth by the contract documents. Once construction time length is established, MHS will submit a fee proposal for performing these services.

3. PROJECT DELIVERABLES

The ENGINEER will deliver the following items the CITY. All preliminary and utility plan sets shall be half size (12" x 18").

a. Two (2) sets of 30% Concept Design Plans
b. Two (2) sets of Field Check Plans
c. One (1) set of Final Plans without structural details for each utility
d. Two (2) sets of plans without structural details for right-of-way acquisition
e. One (1) copy of the plan and profile sheet per adjacent property owner
f. Two (2) copies of right of way exhibits with legal descriptions
g. Copy of title work
h. Three (3) complete sets of Final Plans
i. Electronic PDF of each plan sheet

4. COMPENSATION FOR PROFESSIONAL SERVICES

Not To Exceed Fees: The ENGINEER will provide professional services for this project in accordance with the Scope of Work, Basic Scope of Services, Project Deliverables and Terms and Conditions of Agreement listed herein on an hourly rate plus expenses for the following not to exceed fees. The estimated man hour projections and expenses are listed in **Attachments B and C** respectively.

Phase 1 - Investigation and Data Collection	24,470.00
Phase 2 - Preliminary Design	39,140.00
Phase 3 - Final Design	29,990.00
Phase 4 - Right of Way and Easement Staking	8,220.00
Phase 5 – Post Design Services	3,050.00
Subtotal Survey and Engineering Services	$104,870.00

Reimbursable Expenses:	
Title Commitment Report 22 Parcels (Original)	$4,950.00
Title Commitment Report 22 Parcels (Updates)	$2,750.00
Printing, Mileage, Postage	$1,603.19
Subtotal Reimbursable Expenses	
Total Project Fee:	**$114,173.18**
Construction Observation Services	Fee TBD

EXHIBIT B
Professional Fee and Expense Worksheet

CIVIL ENGINEERING & LAND SURVEYING

ATTACHMENT B: PROFESSIONAL FEE WORKSHEET

Proj: Lawsonwerth Road Sidewalk and Storm Improvements
By: M. Henderson
Date: April 21, 2015
Client: City of Beaufort
Notes: Engineering & Survey Activities
Rev: no

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	Engineering ENG-4 Project Manager $120.00	Engineering ENG-3 Project Engineer PII $95.00	Engineering ENG-2 Project Engineer $80.00	Engineering ET-5 CAD Tech 5 $90.00	Engineering ET-2 CAD Tech 2 $60.00	Survey LS-6 Land Survey Crew $145.00	Survey LS-5 Professional Surveyor $90.00	Survey LS-3 Survey Tech 3 $70.00	Inspection INS-6 Construction Engineer 2 $90.00	Inspection INS-4 Construction Inspector 4 $80.00	TOTAL HOURS	PROFESSIONAL FEE ($)
		ESTIMATED MAN HOURS BY POSITION												
		INVESTIGATION & DATA COLLECTION												
-1--	1.1	Research for project kick-off meeting	4	8									12	$ 1,240.00
-1--	1.2	Pre-Design Conference with City Staff	2	2									4	$ 440.00
-1--	1.3	Survey notification w/ door hangers & mailings	2										2	$ 240.00
-1--														
-1--		**Field Survey Operations**												
-1--	1.5	Project Set up and Administration	1						4				5	$ 880.00
-1--	1.6	Obtain O & E Reports review, research County records (22 tracts)							11	8			19	$ 1,550.00
-1--	1.7	Establish primary and secondary control						8					8	$ 1,160.00
-1--	1.8	Recover USPLS corners/recon property corners and right of way						8					8	$ 1,160.00
-1--	1.9	GPS (RTK) of state plane control & Section Corners 26, 27, 34, and 35						16					16	$ 2,320.00
-1--	1.10	Establish control benchmarks along corridor						12					12	$ 1,740.00
-1--	1.11	Obtain topographic and planimetric data (+/- 5,300' x +/- 80')						54					54	$ 7,830.00
-1--														
-1--		**Office Survey Operations & Descriptions**												
-1--	1.13	Prepare survey notes							8				8	$ 720.00
-1--	1.14	Develop base drawing with section corner, property, and right of way							8	40			48	$ 3,520.00
-1--	1.15	TIN, Surface, Basemap, Fieldcheck, Redlines - QC/QA	2			4			4	16			26	$ 2,080.00
		Subtotal	11	10	0	4	0	98	35	64	0	0	222	**$ 24,470.00**
		PRELIMINARY DESIGN												
-2--	2.1	Project Administration, Meetings, and QC/QA	16										16	$ 1,920.00
-2--	2.2	Hydrology & Hydraulics calculations for sub-basins	4		12								16	$ 1,440.00
-2--	2.3	Enclosed Storm Sewer Design(s)	8		24								32	$ 2,880.00
-2--	2.4	Profiles and Parking Lots Concepts	8	20		28							56	$ 5,380.00
-2--	2.5	Identification of potential utility conflicts	2	4		6							12	$ 1,160.00
-2--	2.6	Production of 2 Concepts and 30% Design Documents	8	16		8	32						64	$ 5,120.00
-2--	2.7	Intersection Turn Movements, Ramp Locations, and Crosswalk Markings		2		8							10	$ 910.00
-2--	2.8	Drive Designs and Elevations	2	8	20	26							56	$ 4,940.00
-2--	2.9	Cross Sections/Earthwork Analyses	4	4	16	8	34						66	$ 4,900.00
-2--	2.10	Grading and intergral retaining wall sidewalk design	4	4	16		8						32	$ 2,620.00
-2--	2.11	Meetings with City - finalize geometrics and profiles	4	4									8	$ 860.00
-2--	2.12	Production of Field Check Construction Documents				16	36						52	$ 3,600.00
-2--	2.13	Update Quantities and Engineer's Estimate of Probable Costs	4	8									12	$ 1,240.00
-2--	2.14	Field Check with City Staff and Utilities	6	6									12	$ 1,290.00
-2--	2.15	Permit documentation for County, State and Federal Jurisdictions			8		4						12	$ 880.00
		Subtotal	70	76	96	100	114	0	0	0	0	0	456	**$ 39,110.00**

CIVIL ENGINEERING & LAND SURVEYING

ATTACHMENT B: PROFESSIONAL FEE WORKSHEET

Proj: Leavenworth Road Sidewalk and Storm Improvements
By: M. Henderson
Date: April 21, 2015
Client: City of Basehor
Work: Engineering & Survey Activities
Rev. no.

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	Department / Employee Classification / TITLE / RATE	Engineering ENG-4 Project Manager $120.00	Engineering ENG-3 Project Engineer PE $95.00	Engineering ENG-2 Project Engineer $80.00	Engineering ET-5 CAD Tech 5 $90.00	Engineering ET-2 CAD Tech 2 $60.00	Survey LS-6 Land Survey Crew $145.00	Survey LS-5 Professional Surveyor $90.00	Survey LS-3 Survey Tech. 3 $70.00	Inspection INS-6 Construction Engineer 2 $90.00	Inspection INS-4 Construction Inspector 4 $80.00	TOTAL HOURS	PROFESSIONAL FEE ($)
				ESTIMATED MAN HOURS BY POSITION											
		FINAL DESIGN													
-3--	3.1	Finalize sidewalk alignment & plan/profile sheets		4	8		16							28	$ 2,680.00
-3--	3.2	Finalize storm alignments and hydraulics		2		24		8						34	$ 2,640.00
-3--	3.3	Erosion control, traffic control, misc. design		2		16								18	$ 1,520.00
-3--	3.4	ADA Sidewalk Ramp Designs (11)		5		12		16						33	$ 2,520.00
-3--	3.5	Cross Sections		4	8		24	16						52	$ 4,360.00
-3--	3.6	Utility coordination and design (power, water, telephone)		2	6									8	$ 810.00
-3--	3.7	Incorporation of permitting agency comments				4								4	$ 320.00
-3--	3.8	Production of Office Check Construction Documents		6	16		32	32						86	$ 7,040.00
-3--	3.9	Constructibility review by Inspection and Survey Staff										4	8	12	$ 1,000.00
-3--	3.10	Update Quantities and Engineer's Estimate of Probable Costs			4	8	8							20	$ 1,740.00
-3--	3.11	Production of Final Design and Specification Documents - 100% CD's		4	8		16	16						44	$ 3,640.00
-3--	3.12	Meetings with City Staff		8	8									16	$ 1,720.00
		Subtotal		37	58	64	96	88	0	0	0	4	8	355	$ 29,990.00
		RIGHT OF WAY AND EASEMENT STAKING													
-4--	4.1	Renew and Review O & E Reports								8				8	$ 720.00
-4--	4.2	Prepare Easement Descriptions (22 tracts - 22 descriptions)								8	16			24	$ 1,840.00
-4--	4.3	Prepare Exhibits for affected tracts (22 tracts - 22 exhibits)		2	2					6	30			40	$ 3,070.00
-4--	4.4	Prepare Notes and Computations								5	4			9	$ 730.00
-4--	4.5	Stake Easements		1					12					13	$ 1,860.00
		Subtotal		3	2	0	0	0	12	27	50	0	0	94	$ 8,220.00
		POST DESIGN SERVICES													
-5--	5.1	Final Bid Documents & Contractor Questions		4	16									20	$ 2,000.00
-5--	5.2	Bid Opening, Review, and Contractor Recommendation		4	6									10	$ 1,050.00
		Subtotal		8	22	0	0	0	0	0	0	0	0	30	$ 3,050.00
		TOTALS (Hours)		**129**	**168**	**160**	**200**	**202**	**110**	**62**	**114**	**4**	**8**	**1157**	**$ 104,870.00**
		Reimbursable Expenses from Attachment B													**$ 9,303.18**
		TOTAL PROJECT COST INCLUDED REIMBURSABLE		**$15,480.00**	**$15,960.00**	**$12,800.00**	**$18,000.00**	**$12,120.00**	**$15,950.00**	**$5,580.00**	**$7,980.00**	**$360.00**	**$640.00**		**$ 114,173.18**

ATTACHMENT C: EXPENSE WORKSHEET

Proj: Leavenworth Road Sidewalk and Storm Improvements
By: M. Henderson
Date: 4/21/2015
Client: City of Basehor
Status: Engineering & Survey Activities
Rev: na

MBS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	DEPARTMENT / UNIT COST RATE / BILL RATE	Survey Copies 8-1/2 x 11 Each $0.15 / $0.15	Survey Mileage Vehicle Miles $0.565 / $0.565	Survey Title Report Original Each $225.00 / $225.00	Survey Title Report Updates Each $125.00 / $125.00	Survey USPLS Corner Doc/Each $5.00 / $5.00	Engineering Mileage Vehicle Miles $0.565 / $0.565	Engineering Copies 24" x 36" Each $1.40 / $1.40	Engineering Copies 12" x 18" Each $0.70 / $0.70	Engineering Copies 8-1/2 x 11 Each $0.15 / $0.15	Permits KDHE DWR $60.00 / $60.00	Postage and Courier Services $35.00 / $0.00	EXPENSE EFFORT ($)
		INVESTIGATION & DATA COLLECTION													
-1--	1.2	Pre-Design Conference with City Staff							48.00						$ 27.12
-1--	1.3	Survey notification w/ door hangers & mailings	22.00												$ 3.30
-1--	1.6	Obtain O & E Reports, review, research County records (22 tracts)	88.00		22.00										$ 4,963.20
-1--	1.7	Establish primary and secondary control		48.00											$ 27.12
-1--	1.8	Recover USPLS corners/recon property corners and right of way		48.00			16.00								$ 107.72
-1--	1.9	GPS (RTK) of state plane control & Section Corners 26, 27, 34, and 35		96.00											$ 54.24
-1--	1.10	Establish control benchmarks along corridor		48.00											$ 27.12
-1--	1.11	Obtain topographic and planametric data (+/- 5,300' x +/- 80')		288.00											$ 162.72
-1--	0	Office Survey Operations & Descriptions													$ -
-1--	1.13	Prepare survey notes	12.00												$ 1.80
		Subtotal	122.00	528.00	22.00	0.00	16.00	48.00	0.00	0.00	0.00	0.00	0.00		**$ 5,373.74**
		PRELIMINARY DESIGN													
-2--	2.6	Production of 2 Concepts and 30% Design Documents							20.00	40.00					$ 56.00
-2--	2.11	Meetings with City - finalize geometrics and profiles						134.00							$ 75.71
-2--	2.12	Production of Field Check Construction Documents							120.00	60.00					$ 210.00
-2--	2.13	Update Quantities and Engineer's Estimate of Probable Costs									6.00				$ 0.90
-2--	2.14	Field Check with City Staff and Utilities						48.00							$ 27.12
-2--	2.15	Permit documentation for County, State and Federal Jurisdictions						65.00			8.00	1.00	1.00		$ 97.93
		Subtotal	0.00	0.00	0.00	0.00	0.00	247.00	140.00	100.00	14.00	1.00	1.00		**$ 467.66**
		FINAL DESIGN													
-3--	3.8	Production of Office Check Construction Documents							140.00	70.00				1.00	$ 245.00
-3--	3.10	Update Quantities and Engineer's Estimate of Probable Costs									4.00				$ 0.60
-3--	3.11	Production of Final Design and Specification Documents - 100% CDs							210.00	70.00				1.00	$ 343.00
-3--	3.12	Meetings with City Staff						96.00							$ 54.24
		Subtotal	0.00	0.00	0.00	0.00	0.00	96.00	350.00	140.00	4.00	0.00	2.00		**$ 642.84**

ATTACHMENT C: EXPENSE WORKSHEET

MHS ENGINEERING & LAND SURVEYING

Proj: Leavenworth Road Sidewalk and Storm Improvements
By: M. Henderson
Date: 4/21/2015
Client: City of Unalaska
Notes: Engineering & Survey Activities
Rev. #:

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	DEPARTMENT	Survey Copies 8-1/2 x 11 Each	Survey Mileage Vehicle Miles	Survey Title Report Original Each	Survey Title Report Updates Each	Survey USPLS Corner Doc /Each	Engineering Mileage Vehicle Miles	Engineering Copies 24" x 36" Each	Engineering Copies 12" x 18" Each	Engineering Copies 8-1/2 x 11 Each	Permits KDOH, DWR	Postage and Courier Services	EXPENSE EFFORT ($)
			UNIT COST RATE	$0.15	$0.565	$225.00	$125.00	$5.00	$0.565	$1.40	$0.70	$0.15	$60.00	$35.00	
			BILL RATE	$0.15	$0.565	$225.00	$125.00	$5.00	$0.565	$1.40	$0.70	$0.15	$60.00	$0.00	
	RIGHT OF WAY AND EASEMENT STAKING														
-4-	4.1	Renew and Review O & E Reports					22.00								$ 2,750.00
-4-	4.2	Prepare Easement Descriptions (22 tracts - 22 descriptions)		44.00											$ 6.60
-4-	4.3	Prepare Exhibits for affected tracts (22 tracts - 22 exhibits)		44.00											$ 6.60
-4-	4.4	Prepare Notes and Computations		10.00											$ 1.50
-4-	4.5	Stake Easements			96.00										$ 54.24
		Subtotal		98.00	96.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ 2,818.94
		TOTALS (# of units)		**220.00**	**624.00**	**22.00**	**22.00**	**16.00**	**391.00**	**490.00**	**240.00**	**18.00**	**1.00**	**3.00**	**$ 9,303.18**
		TOTALS ($)		**$33.00**	**$352.56**	**$4,950.00**	**$2,750.00**	**$80.00**	**$220.92**	**$686.00**	**$168.00**	**$2.70**	**$60.00**	**$0.00**	**$9,303.18**

EXHIBIT C
Project Schedule

PROJECT SCHEDULE

The MHS design team has staff available to commence work in June 2015 and ability to meet the City's tentative schedule outlined in the Request for Proposal.

If desired by the City; our staff is capable of accelerating design of the project to allow construction to commence in the spring of 2016. The MHS schedule proposed below awards the project to a contractor earlier in the year. This would allow the project construction to be phased where the contractor could commence work in areas that will not disrupt pedestrian and school related traffic prior to the end of the school year.

The following is an outline of a potential accelerated schedule for your project.

Task	Estimated Duration	Date of Completion
Notice to Proceed		June 17, 2015
Project Kick-Off Meeting	1 day	June 26, 2015
Topographic and Property Survey	2 weeks	July 15, 2015
Preliminary Design Concepts	6 weeks	September 3, 2015
Review of Concepts by City Staff	6 weeks	October 22, 2015
Preliminary Design	4 weeks	November 25, 2015
Field Check with City Staff	1 week	December 2, 2015
Final Plans and Temp. Const. Easements*	4 weeks	January 15, 2015
Submit State NPDES Permit	1 day	February 8, 2016
Final Plan Specifications and Project Letting		March, 2016
Contract Award		April, 2016
Notice to Proceed		TBD

This schedule shows possible completion dates for major project milestones. Additional tasks may be identified in the Project Kick-Off Meeting with City Staff.

* Preparation of Temporary Construction Easements requiring tree removal can be accelerated for acquisition purposes should removals be necessary prior to March 1 due to US Fish & Wildlife Regulations regarding habitat preservation for Northern Long Eared Bats.

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