



ABILENE CITY COMMISSION - SPECIAL MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
May 22, 2024 - 4:00 pm

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www.abilenecityhall.com/watchlive

1. Call to Order
2. Roll Call: _____ Rein _____ Miller _____ Witt _____ Kollhoff _____ Meysenburg
3. Business Item - Consider approval of Change Order No. 1 for CCLIP Project #021 U-2396-01 to Ebert Construction Co, Inc.
4. Adjournment - Consider a motion to adjourn the May 22, 2024, Special City Commission Meeting.

Future Meeting Reminders

- *City Commission Regular Meeting, May 28, 2024, at 4 pm. (Tuesday due to Memorial Day)
- *City Commission Study Session, May 28, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm. (Tuesday, due to Memorial Day)
- *City Commission Regular Meeting, June 10, 2024, at 4 pm.
- *City Commission Study Session, June 10, 2024 – following the adjournment of the regular meeting, will not start before 4:30 pm.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Wednesday, May 22, 2024

Session: Special Meeting

Topic: CCLIP Project Change Order

Department: Public Works

Staff Contact: Brad Anderson

Background:

On October 23, 2023, Ebert Construction Company was awarded the KDOT CCLIP Project to overlay K-15 from SW 6th to UPRR in the amount of \$1,010,732.87. The City Connecting Link Improvement Program (CCLIP) provides funding to cities with connecting links to submit improvement projects, and the city was able to combine the 2022 and 2023 funding of \$300,000 each (total up to \$600,000) for funding for this project.

The asphalt conditions have been found to be in an unprecedented poorer condition than expected, which was only discovered when the top level was milled off. Significant asphalt depth patching is needed, and a leveling surface is recommended to level out the deformations in the road surface. The overlay will then be planned to be added on top of the leveling surface.

Attachments:

Ebert Construction Contract
Change Order No. 1

Recommendation:

Approve Change Order No. 1 in the amount of \$52,031.71 to Ebert Construction Co, Inc.

Fiscal Note:

See change order.

Funding Source:

KDOT Funds
Special Street Tax

Change Order No. 1

Date of Issuance:	05/22/2024	Effective Date:	05/22/2024
Owner:	City of Abilene, Kansas	Owner's Contract No.:	
Contractor:	Ebert Construction Co., Inc.	Contractor's Project No.:	
Engineer:	Olsson	Engineer's Project No.:	019-1083
Project:	KDOT CCLIP Project: K-15 Overlay – SW 6 th to UPRR	Contract Name:	KDOT CCLIP Project: K-15 Overlay – SW 6 th to UPRR

The Contract is modified as follows upon execution of this Change Order:

Item 3 Demolition & Removals (Street)

Extra quantity for additional sidewalk removal that was added to the project near UP RR Tracks

Item 4 Millings (2" Uniform)

Additional quantity for 20.48 LF of mill and overlay at north end project up to the UP RR Tracks.

Item 5 HMA Commercial Grade (Class A) (58-28) (2") Overlay

Additional quantity for 20.48 of mill and overlay at north end project up to the UP RR Tracks. Deducted quantity for overlay thickness change due to ½" Leveling Course added to project.

Item 6 HMA Commercial Grade (Class A) (58-28) (6") Full Depth Patching

Added quantity for additional patching required to fill in deteriorated cracks and potholes prior to overlay.

Item 7 Sealing Asphalt Cracks (1/4" to 1/2") and Item 8 Sealing Asphalt Cracks (1/2" to 2")

Removed requirement from project due to severity of cracks and method of construction

Item 9 Curb and Gutter, Combined

Added quantity in failed curb sections and at new sidewalk ramp areas

Item 10 Sidewalk Construction (4") and Item 11 Sidewalk Ramp

Added sidewalk and ramp near UP RR track

Additional Items:**Add Item 35 Common Excavation and Item 36 Aggregate Base (AB-3)(4")**

The existing city detail did not specify base material underneath the curb. In order to create an adequate foundation for the curb, the existing curb area will be excavated (Common Excavation) and 4" of AB-3 (Aggregate Base (AB-3)(4")) be placed and compacted. This is for all original curb and added curb.

Add Item 37 8" Concrete (AE)(NRDJ)

There was an existing concrete entrance to a business that was planned to be asphalt. This reverts the entrance back to concrete.

Add Item 38 Aggregate Base (AB-3)(6")

All asphalt patching was noted as having 6" AB-3, it was not noted as subsidiary and was not included on the bid.

Add Item 39 Flagger for Sidewalk Construction at UP

Flagger was needed for additional overlay and sidewalk construction near UP railroad.

Add Item 40 HMA Leveling Course (1/2")

Leveling course needed to take out imperfections in the surface and provide a good surface for overlay

Add Items 41 2' Deep Aggregate Base (Patch), 42 Geotextile Material (Patch) and 43 Removal of Existing Pavement (Patch)

A 100' x 5' area was identified as failing. Area is to be dug out and replaced with geogrid and 2' of aggregate material.

Add Item 44 Flagger for Overlay Construction at UP

Flagger is needed for overlay construction at UP. This could be combined with Flagger with Sidewalk Construction.

No Cost Changes:

Extended contract times. Due to delays with the UP and storm structure delays due to a factory fire, the project was requested to be extended.

Revised Storm Structure sheets. Due to an error in the surveyed elevations of the existing storm structures, proposed storm structure elevations had to be revised.

Attachments: *Exhibit A – Change Order Datasheet*

Exhibit B – Contractor's Quotes of Additional Work

Sidewalk exhibit, Storm Sewer Sheet Revisions

CHANGE ORDER SUMMARY



Date: 5/22/2024

Client: City of Abilene
Project: K15 Overlay SW 6th to UPRR
Project Number: 022-4215

Item	ORIGINAL BID COST \$	Cost \$ (Participating)	Cost \$ (Non-Participating)	CO#1 PRICE (Participating)	CO#1 PRICE (Non-Participating)
Cost Summary	\$1,010,733	\$474,209.20	\$536,523.67	\$22,986.67	\$29,045.03
			TOTAL CO#1 COST	\$52,031.71	
Notable Cost Items	Cost \$				
HMA 6" Full Depth Patching	\$ 19,476.00				
HMA Leveling Course	\$ 43,852.25				
Crack Sealing	\$ (43,312.50)				

KDOT FUNDING SUMMARY

Potential KDOT Contribution	\$600,000.00				
KDOT Funds allocated for 90% of Participating Costs (Bid + CE)	\$493,658.28				
City of Abilene Costs for 10% of Participating Costs (Bid + CE)	\$54,850.92				
KDOT Funds allocated for 90% of Participating Costs (CO#1)	\$20,688.01				
City of Abilene Costs for 10% of Participating Costs (CO#1)	\$2,298.67				
Estimated KDOT Contribution after CO#1	\$514,346.29	(Will be reimbursed to City of Abilene upon completion of the project)			
Remaining Potential KDOT Contribution	\$85,653.71				

CHANGE ORDER DATASHEET													
olsson		Client: City of Abilene Project: K15 Overlay SW 6th to UPRR Project Number: 022-4215											
Date: 5/21/2024													
Item	Quantity (Participating)	Quantity (Non- Participating)	Original Bid Quantity	Unit	CO#1 REVISED QUANTITIES (Participating)	CO#1 REVISED QUANTITIES (Non-Participating)	Unit Cost \$	Cost \$ (Participating)	Cost \$ (Non- Participating)	CO#1 PRICE (Participating)	CO#1 PRICE (Non-Participating)	ORIGINAL BID COST \$	Total Cost \$ w/ Change Orders
Street Construction													
1 Mobilization (Street)	0,7	0,3	1,0	LS			\$ 148,587,05	\$ 104,010,94	\$ 44,576,12			\$ 148,587,05	\$ 148,587,05
2 Demolition & Removals (Street)	0,7	0,3	1,0	LS		0,09441658	\$ 38,675,94	\$ 27,073,16	\$ 11,602,78		\$ 3,651,65	\$ 38,675,94	\$ 42,327,59
3 Contractor Construction Staking (Street)	0,7	0,3	1,0	LS			\$ 6,037,50	\$ 4,226,25	\$ 1,811,25			\$ 6,037,50	\$ 6,037,50
4 Millings (2" Uniform)	10,771		10,771,0	SY	110		\$ 3,25	\$ 35,005,75	\$ -	\$ 357,50		\$ 35,005,75	\$ 35,363,25
5 HMA Commercial Grade (Class A) (58-28) (2") Overlay	1,131		1,131,0	TON	-250		\$ 117,55	\$ 132,949,05	\$ -	\$ (29,387,50)		\$ 132,949,05	\$ 103,561,55
6 HMA Commercial Grade (Class A) (58-28) (6") Full Depth Patching	204	148	352,0	TON	80		\$ 243,45	\$ 49,663,80	\$ 36,030,60	\$ 19,476,00		\$ 85,694,40	\$ 105,170,40
7 Sealing Asphalt Cracks (1/4" to 1/2")	3,750	0	3,750,0	LF	-3750		\$ 4,10	\$ 15,375,00	\$ -	\$ (15,375,00)		\$ 15,375,00	\$ -
8 Sealing Asphalt Cracks (1/2" to 2")	3,750	0	3,750,0	LF	-3750		\$ 7,45	\$ 27,937,50	\$ -	\$ (27,937,50)		\$ 27,937,50	\$ -
9 Curb and Gutter, Combined	118	838	956,0	LF		67	\$ 27,39	\$ 3,232,02	\$ 22,952,82		\$ 1,835,13	\$ 26,184,84	\$ 28,019,97
10 Sidewalk Construction (4")	29	369	398,0	SY		32	\$ 64,87	\$ 1,881,23	\$ 23,937,03		\$ 2,075,84	\$ 25,818,26	\$ 27,894,10
11 Sidewalk Ramp	59	108	167,0	SY		12	\$ 178,29	\$ 10,519,11	\$ 19,255,32		\$ 2,139,48	\$ 28,774,43	\$ 31,913,91
12 Flashing Beacon System			1,0	LS			\$ 22,539,00	\$ -	\$ 22,539,00			\$ 22,539,00	\$ 22,539,00
13 Sign (Remove & Reset)		1	1,0	LS			\$ 5,000,00	\$ -	\$ 5,000,00			\$ 5,000,00	\$ 5,000,00
14 Pavement Marking (Multi-Component)(White)(6")	1,211		1,211,0	LF			\$ 1,40	\$ 1,695,40	\$ -			\$ 1,695,40	\$ 1,695,40
15 Pavement Marking (Multi-Component)(Yellow)(4")	3,120		3,120,0	LF			\$ 1,00	\$ 3,120,00	\$ -			\$ 3,120,00	\$ 3,120,00
16 Pavement Marking (Intersection Grade)(White)(24")	260		260,0	LF			\$ 27,00	\$ 7,020,00	\$ -			\$ 7,020,00	\$ 7,020,00
17 Pavement Marking Symbol (Intersection Grade)(White)(Railroad Crossing)	10		10,0	EA			\$ 1,200,00	\$ 12,000,00	\$ -			\$ 12,000,00	\$ 12,000,00
18 Traffic Control	0,7	0,3	1,0	LS			\$ 55,000,00	\$ 38,500,00	\$ 16,500,00			\$ 55,000,00	\$ 55,000,00
Storm Sewer Construction													
19 Mobilization (Storm Sewer)		1		LS			\$ 74,799,10	\$ -	\$ 74,799,10			\$ 74,799,10	\$ 74,799,10
20 Demolition & Removals (Storm Sewer)		1		LS			\$ 66,970,00	\$ -	\$ 66,970,00			\$ 66,970,00	\$ 66,970,00
21 Contractor Construction Staking (Storm Sewer)		1		LS			\$ 6,062,50	\$ -	\$ 6,062,50			\$ 6,062,50	\$ 6,062,50
22 Inlet (Type B Combined)(5x4')		13		EA			\$ 4,195,25	\$ -	\$ 54,538,25			\$ 54,538,25	\$ 54,538,25
23 Inlet (Type B Combined)(5x4,5')		3		EA			\$ 4,846,10	\$ -	\$ 14,538,30			\$ 14,538,30	\$ 14,538,30
24 Inlet (Type B Combined)(5x5')		8		EA			\$ 4,845,45	\$ -	\$ 38,763,60			\$ 38,763,60	\$ 38,763,60
25 Inlet SD-15 (Type B Combined)(5x5') (NO INSTALLATION)		1		EA			\$ 4,395,25	\$ -	\$ 4,395,25			\$ 4,395,25	\$ 4,395,25
26 Inlet (Type B Combined)(5x6')		3		EA			\$ 5,610,00	\$ -	\$ 16,830,00			\$ 16,830,00	\$ 16,830,00
27 Junction Box (5x6')		1		EA			\$ 5,578,35	\$ -	\$ 5,578,35			\$ 5,578,35	\$ 5,578,35
28 Storm Sewer (12")/RCP		8		LF			\$ 94,00	\$ -	\$ 752,00			\$ 752,00	\$ 752,00
29 Storm Sewer (15")/RCP		50		LF			\$ 81,00	\$ -	\$ 4,050,00			\$ 4,050,00	\$ 4,050,00
30 Storm Sewer (23"x14")/RCPHE		128		LF			\$ 116,95	\$ -	\$ 14,969,60			\$ 14,969,60	\$ 14,969,60
31 Storm Sewer (30"x19")/RCPHE		40		LF			\$ 142,75	\$ -	\$ 5,710,00			\$ 5,710,00	\$ 5,710,00
32 Storm Sewer (38"x24")/RCPHE		32		LF			\$ 176,10	\$ -	\$ 5,635,20			\$ 5,635,20	\$ 5,635,20
33 Concrete Collar		10		EA			\$ 1,223,66	\$ -	\$ 12,236,60			\$ 12,236,60	\$ 12,236,60
34 6" Waterline Relocation		1		LS			\$ 6,500,00	\$ -	\$ 6,500,00			\$ 6,500,00	\$ 6,500,00
Total Cost								\$ 474,209,20	\$ 536,523,67			\$ 1,010,732,87	
								Participating	Non-Participating			Total	
Additional New Items													
35 Common Excavation			N/A	CY		112,9	\$ 46,15	\$ -	\$ -		\$ 5,210,34		\$ 5,210,34
36 Aggregate Base (AB-3) (4")			N/A	SY		380,0	\$ 22,02	\$ -	\$ -		\$ 8,367,60		\$ 8,367,60
37 8" Concrete (AE)(NRDU)			N/A	CY	65,2		\$ 63,27	\$ -	\$ -	\$ 4,125,20			\$ 4,125,20
38 Aggregate Base (AB-3) (6")			N/A	SY	398		\$ 36,39	\$ -	\$ -	\$ 14,483,22			\$ 14,483,22
39 Flagger for Sidewalk Construction at UP			N/A	DAY		5	\$ 1,153,00	\$ -	\$ -		\$ 5,765,00		\$ 5,765,00
40 HMA Leveling Course (1/2")			N/A	TON	325		\$ 134,93	\$ -	\$ -	\$ 43,652,25			\$ 43,652,25
41 2' Deep Aggregate Base (Patch)			N/A	SY	50,0		\$ 75,50	\$ -	\$ -	\$ 3,775,00			\$ 3,775,00
42 Geotextile Material (Patch)			N/A	SY	50		\$ 5,80	\$ -	\$ -	\$ 290,00			\$ 290,00
43 Removal of Existing Pavement (Patch)			N/A	SY	50		\$ 71,25	\$ -	\$ -	\$ 3,562,50			\$ 3,562,50
44 Flagger for Overlay Construction at UP			N/A	DAY	5		\$ 1,153,00	\$ -	\$ -	\$ 5,765,00			\$ 5,765,00
										\$ 22,986,67	\$ 29,045,03		\$ 1,062,764,58
										CO#1 Total Cost (Participating)	CO#1 Total Cost (Non-Participating)		Total w/ Change Orders
TOTAL CO#1 COST								\$52,031,71					

Jared Loomis

From: Brayson Benne
Sent: Tuesday, May 21, 2024 4:03 PM
To: KDOT#Dist2.A1.JCAdmin
Cc: Mark Bachamp; Jared Loomis; Brad Anderson; Ron Marsh; Jennie Hiatt; Jenny Egging [KDOT]; Michelle D. Needham [KDOT]
Subject: U-2396-01 Abilene CCLIP-SP Change Order
Attachments: C-941 Change Order No 1.pdf

To whom it may concern,

This email is to inform you of substantial change to KDOT CCLIP-SP Project U-2396-01

Ebert Construction Co. and their subcontractor APAC started seeing signs of failed subgrade and unexpected potholes along the project. Due to the rain and heavy truck loads after the surface was milled, the pavement has deteriorated at a much more accelerated rate than expected.

During design, Olsson had observed several transverse and longitudinal cracks along with areas of alligator cracking on the surface. To address the areas that were showing signs of subgrade failure, the scope of work included at least 18" wide pavement patching with base material. As of today, that patching bid quantity has been consumed since more failed areas were discovered after the surface was milled.

Attached are several pictures of the situation a week ago, since then Abilene has experienced several storms in addition to the constant heavy truck traffic. Olsson, the city and the contractor met on site last week to discuss solutions and have agreed to the proposed plan:

1. Mill the longitudinal cracks/potholes to a clean (unraveled) surface, tack and patch (not included in the original scope)
2. Place a leveling course material (1/2" – 1.5" in thickness) across the entire milled surface to create a smooth surface the overlay (not included in the original scope)

It is our understanding that these are participating cost items and that KDOT would contribute not to exceed the \$600,000 already agreed upon. Knowing this, I would appreciate KDOT review of this information and a concurrence of the proposed changes. If possible, **please respond by 3pm tomorrow (5/22), the city commission is convening for a special meeting to vote on this cost change.**

I've attached the full change order that covers all items changed to date for your reference, including these items.

Thank you and please feel free to reach out with any questions regarding this situation,





Brayson Benne, PE
Civil

D 785.320.7806

302 S. Fourth Street, Suite 110
Manhattan, KS 66502
O 785.539.6900

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Earthmoving since 1958

Phone 785-456-2455
Fax 785-456-2017
email@ebertconstruction.com

Jared Loomis
Olsson
302 S. Fourth Street, Suite 110
Manhattan, KS

8-Jan-24

Quote for-City of Abilene- SW6th- Buckeye

Description:

Qty	Unit	Unit price	Amount
-----	------	------------	--------

AB-3 BASE (6")	398.0 SY	\$ 36.39	\$ 14,483.22
			\$ 14,483.22

This work includes Labor & Equip, Materials for grading/placement for the new aggregate base.

this work does not include rock excavation, if encountered -price to be negotiated.

this work does not include handling of hazardous material that may or may not be present on this site.

this work excludes testing, surveying.

This work does not include permits of any kind, their associated costs or their generation.

Jim E. Ebert-II
Vice President



Earthmoving since 1958

Phone 785-456-2455
Fax 785-456-2017
email@ebertconstruction.com

Jared Loomis
Olsson
302 S. Fourth Street, Suite 110
Manhattan, KS

22-Jan-24

Quote for-City of Abilene- SW6th- Buckeye

Description:	Qty	Unit	Unit price	Amount
AB-3 BASE (4")	371.8	SY	\$ 35.92	\$ 13,355.06
Common Excavation	112.0	cy	\$ 46.15	\$ 5,168.80
Aggregate Base- AB-3 (4")	371.8	sy	\$ 22.02	\$ 8,187.04
				\$ 13,355.06
956'x2.5'x 0.33' (exc out)	29.51	cy		
956'x1'x1.33' (exc out)	47.1	cy		
956'x1'x1' (backfill in)	35.4	cy		

This work includes Labor & Equip, Materials for grading/placement for the new aggregate base.

this work does not include rock excavation, if encountered -price to be negotiated.

this work does not include handling of hazardous material that may or may not be present on this site.

this work excludes testing, surveying.

This work does not include permits of any kind, their associated costs or their generation.

Jim E. Ebert-II
Vice President



Earthmoving since 1958

Phone 785-456-2455
Fax 785-456-2017
email@ebertconstruction.com

Jared Loomis
Olsson
302 S. Fourth Street, Suite 110
Manhattan, KS

3-Apr-24

Quote for-City of Abilene- SW6th- Buckeye

Description:

Qty	Unit	Unit price	Amount
-----	------	------------	--------

8" Concrete (AE)(Non-reinforced	65.2 SY	\$ 63.27	\$ 4,125.20
			\$ 4,125.20

This work includes Labor & Equip, Materials for concrete surfacing 8"- nonreinforced.

this work does not include rock excavation, if encountered -price to be negotiated.

this work does not include handling of hazardous material that may or may not be present on this site.

this work excludes testing, surveying.

This work excludes joint sealing

This work does not include permits of any kind, their associated costs or their generation.

Jim E. Ebert-II
Vice President



Earthmoving since 1958

Phone 785-456-2455
Fax 785-456-2017
email@ebertconstruction.com

Jared Loomis
Olsson
302 S. Fourth Street, Suite 110
Manhattan, KS

16-May-24

Change Order Work- Cottage Ave				
Description:	Qty	Unit	Unit price	Amount
AB-3 BASE (4")	8.2	SY	\$ 22.02	\$ 180.56
Common EXC	0.9	CuYd	\$ 46.15	\$ 41.54
Additional Removal/Grading	1.0	Lsum	\$ 3,651.65	\$ 3,651.65
Item #5- HMA 2" Overlay	12.0	ton	\$ 117.55	\$ 1,410.60
Item #9 Curb & Gutter, Combined	67 21.0	LF	\$ 27.39	\$ 575.19
Item #10 Sidewalk Construction	32 9.0	sy	\$ 64.87	\$ 583.83
Item #11 Sidewalk Ramp	12.0	sy	\$ 178.29	\$ 2,139.48
Flagger - per day	5.0	day	\$ 1,153.00	\$ 5,765.00
				\$ 14,347.85

**Quantities revised per Olsson
inspector's daily notes**

This work includes Labor & Equip, Materials for grading/placement for the new aggregate base.

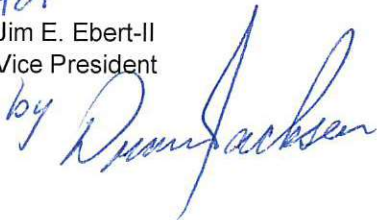
this work does not include rock excavation, if encountered -price to be negotiated.

*this work does not include handling of hazardous material that may or may not
be present on this site.*

this work excludes testing, surveying.

This work does not include permits of any kind, their associated costs or their generation.

for
Jim E. Ebert-II
Vice President

by 

Ebert Construction Co., Inc.
Post Office Box 198, 103 West Valley Street, Wamego, Kansas 66547-0198



Earthmoving since 1958

Phone 785-456-2455
Fax 785-456-2017
email@ebertconstruction.com

Jared Loomis
Olsson
302 S. Fourth Street, Suite 110
Manhattan, KS

16-May-24

Description:	Change Order Work- Patch- Level Course			
	Qty	Unit	Unit price	Amount
				\$ -
Item #XX- HMA Full Depth Patch 6"	80.0	ton	\$ 283.50	\$ 22,680.00
Item #XX HMA Leveling Course- 1/2"	325.0	ton	\$ 134.93	\$ 43,852.25
Item #xx 2-Ft Deep Aggr Base (patch)	50.0	sy	\$ 75.50	\$ 3,775.00
Item #XX - Geotextile Material (patch)	50.0	sy	\$ 5.80	\$ 290.00
Item #xx - Removal of exiting pvmt	50.0	sy	\$ 71.25	\$ 3,562.50
Flagger - per day	5.0	day	\$ 1,153.00	\$ 5,765.00
				\$ 79,924.75

This work includes Labor & Equip, Materials for grading/placement for the new aggregate base.

this work does not include rock excavation, if encountered -price to be negotiated.

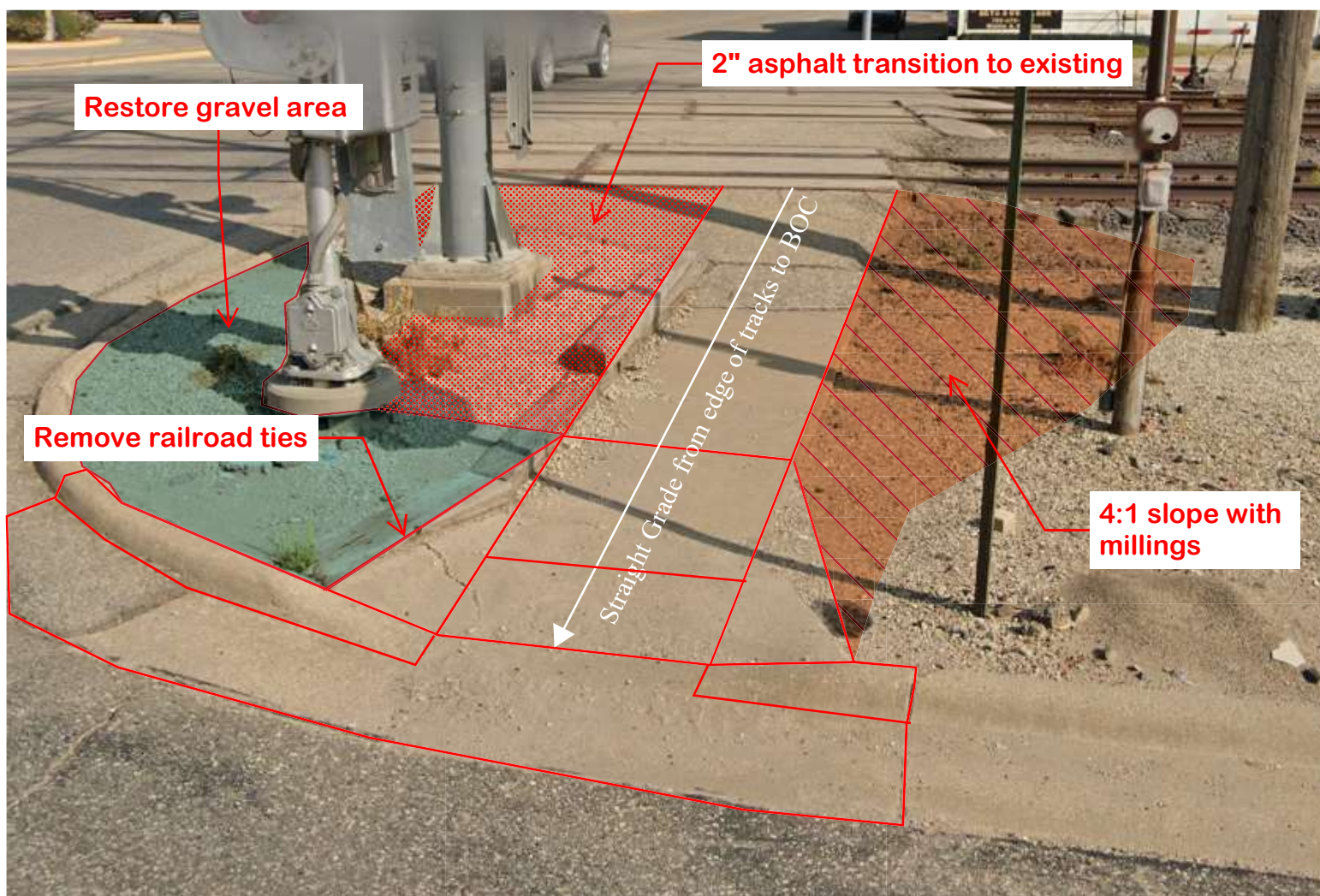
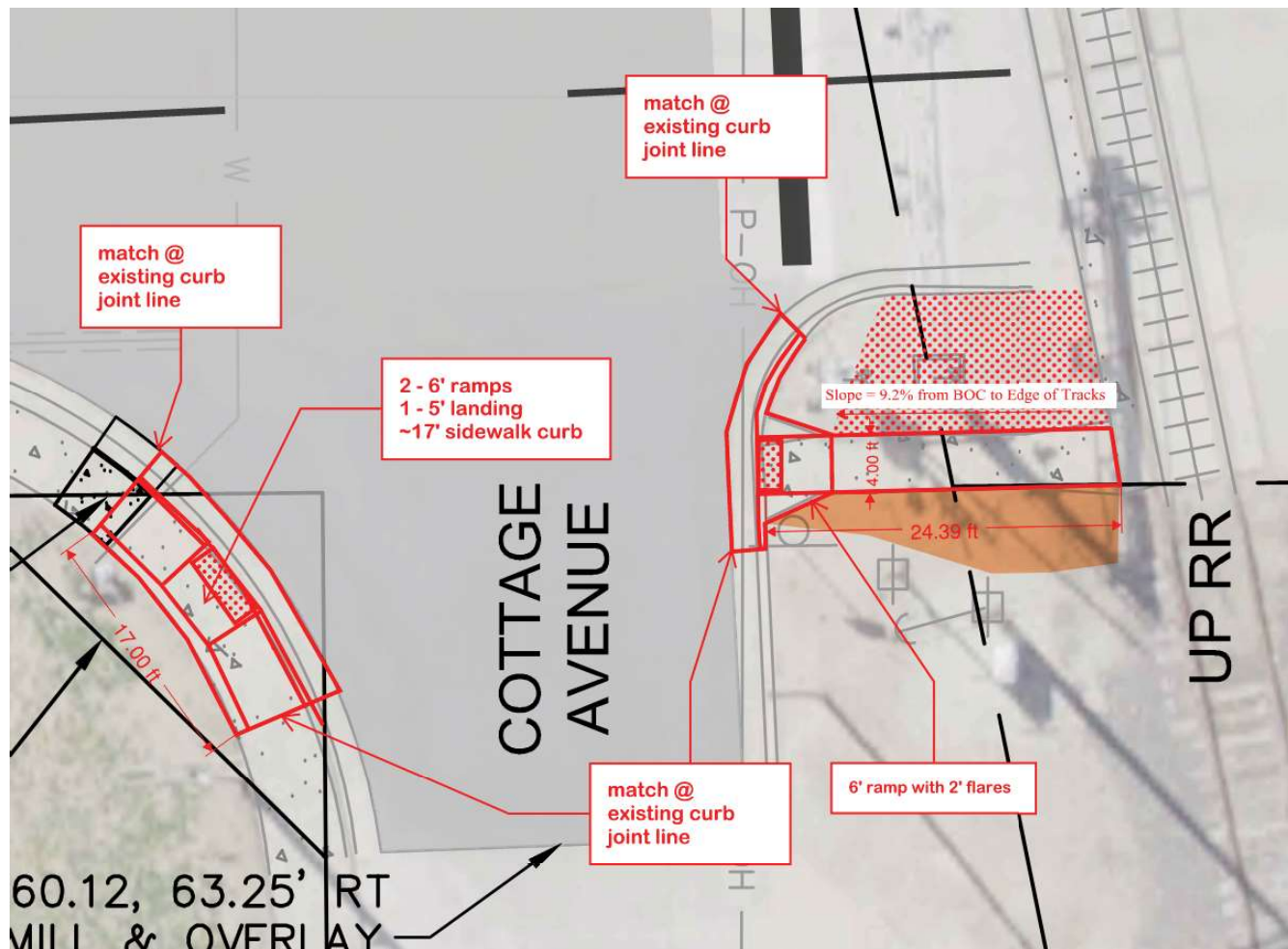
this work does not include handling of hazardous material that may or may not be present on this site.

this work excludes testing, surveying.

This work does not include permits of any kind, their associated costs or their generation.

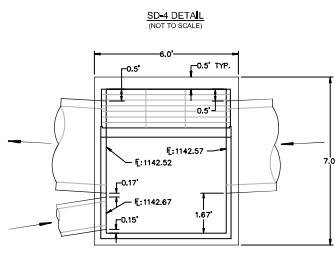
this work is due to the apparent rapid deterioration of the existing asphalt.

Jim E. Ebert-II
Vice President

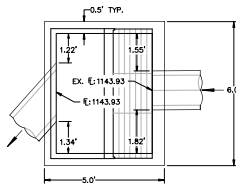
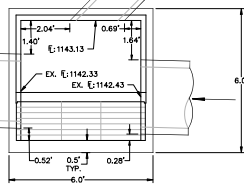


olsson

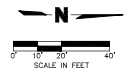
302 S. 4th Street, Suite 110
Minnetonka, Minnesota 55305
TEL 785.539.6600
FAX 785.539.8001
www.olsson.com



STORM SEWER PLAN	
K-15 OVERLAY - SW 6TH TO UPRR CCLIP CONSTRUCTION DOCUMENTS	
ABILENE, KANSAS	2023



NOTES:
1. REFER TO SH. NO. 20 FOR CURB INLET DETAIL UNLESS OTHERWISE NOTED.
* MATCH EXISTING BACK OF CURB ELEVATION, FIELD VERIFY.



olsson

302 S. 4th Street, Suite 110
Minneapolis, Minnesota 55402
TEL: 785.539.6900
FAX: 785.539.2001
www.olsson.com

[illegible]

K-15 OVERLAY - SW 6TH TO UP RR CCLIP CONSTRUCTION DOCUMENTS	
ABILENE, KANSAS	2023

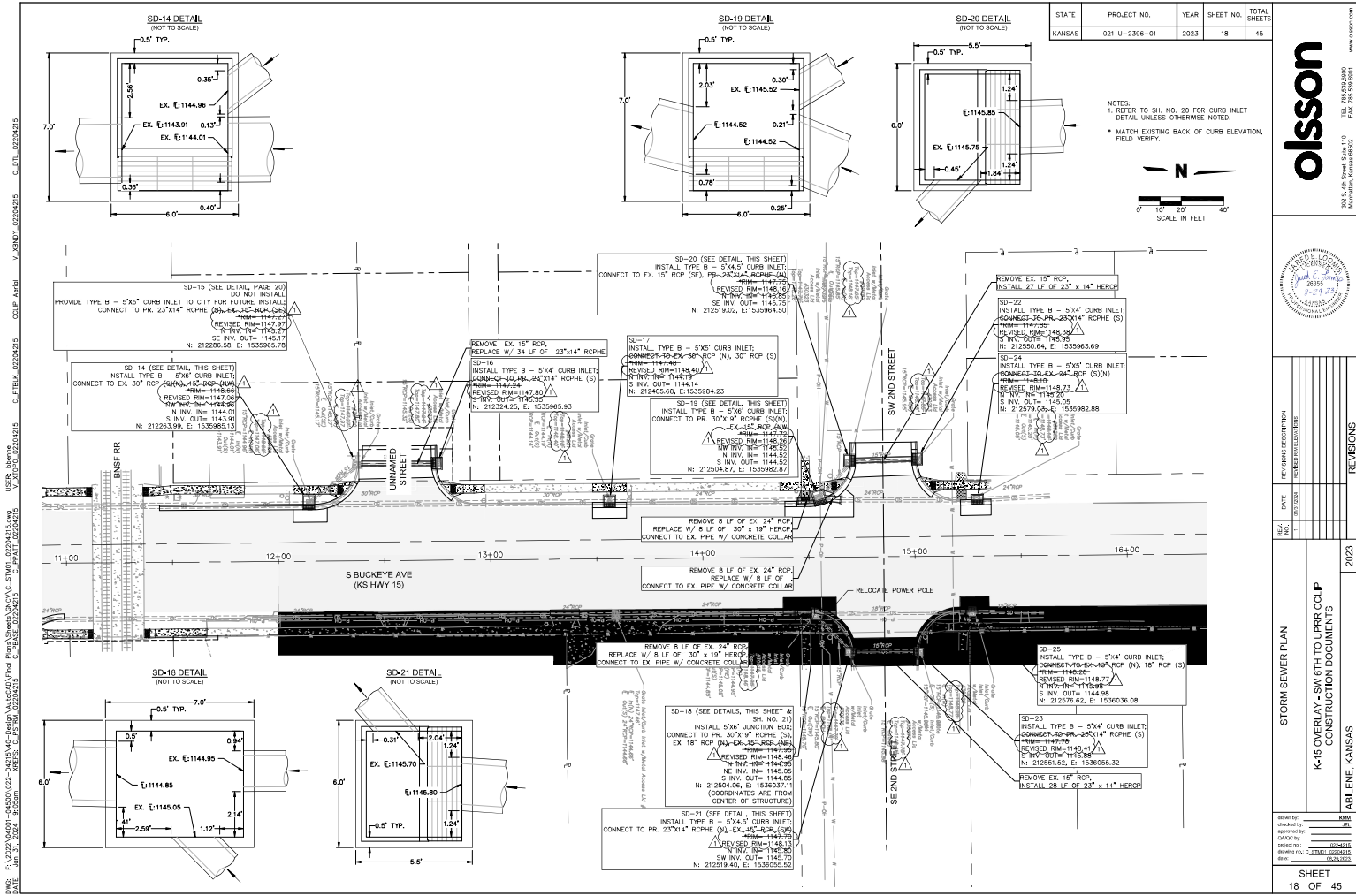
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 el no.: **020-4215**
 ing no.: **C-RTM01-02204215**
 01.28.1005

SHEET
17 OF 45

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DATE: Jan 31, 2024 9:05am USER: bbenne
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DATE: Jan 31, 2024 9:51



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	021 U-2396-01	2023	18	45

NOTES:
1. REFER TO SH. NO. 20 FOR CURB INLET
DETAIL UNLESS OTHERWISE NOTED.
* MATCH EXISTING BACK OF CURB ELEVATION,
FIELD VERIFY.



302 S. 4th Street, Suite 110
Wichita, Kansas 67202
TEL: 785.339.8900
FAX: 785.339.8901
www.olsson.com



CHAD E. OLSSON
Professional Engineer
State of Kansas
No. 23527
Exp. 12/31/2024

REVISIONS		
NO.	DATE	DESCRIPTION
1	10/23/2024	ISSUED FOR PERMIT

STORM SEWER PLAN

K-15 OVERLAY - SW 6TH TO UPRR CCLIP

CONSTRUCTION DOCUMENTS

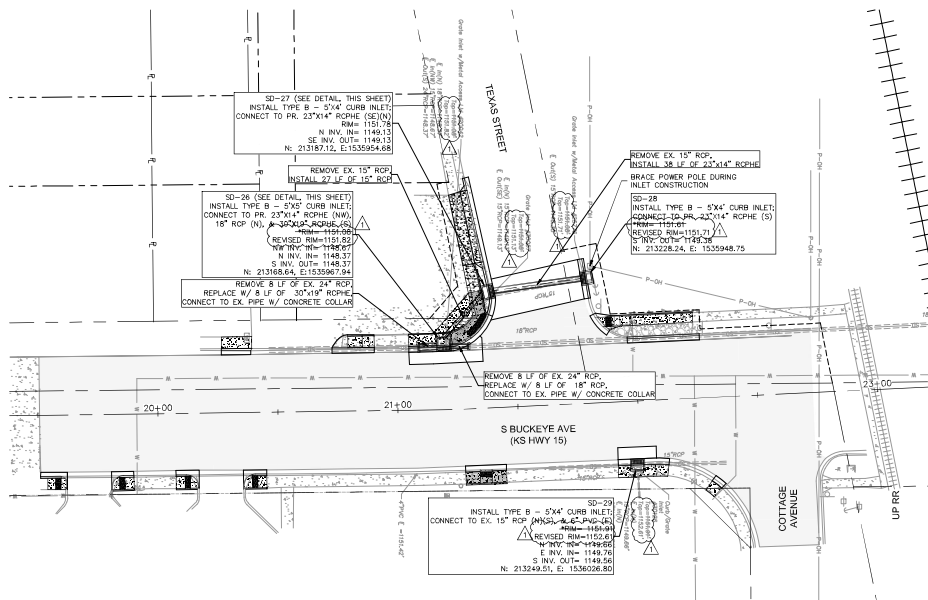
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SHEET

18 OF 45

olsson

302 S. 4th Street, Suite 110
Minneapolis, Minnesota 55402
TEL 785.539.6800
FAX 785.539.8001
www.olsson.com



STORM SEWER PLAN	K-15 OVERLAY - SW 6TH TO UPRR CC&P CONSTRUCTION DOCUMENTS	ABILENE, KANSAS
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K-15 OVERLAY - SW 6TH TO UPRR CCLIP
CONSTRUCTION DOCUMENTS

ABILENE, KANSAS

drawn by: KMM
 checked by: RFI
 approved by: _____
 QA/QC by: _____
 project no.: 002-4916
 drawing no.: C-STA01-02204215
 date: 06.29.2005

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Abilene, KS** ("Owner") and **Ebert Construction Co., Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The proposed Project includes sidewalk construction, storm sewer modifications, milling and overlaying of State Hwy K-15/S Buckeye Avenue from 6th to UPRR North of Cottage Avenue and all other associated work as indicated on the drawings and within the specifications.

ARTICLE 2—THE PROJECT

- 2.01 The project, of which the work under the contract documents is a part, is generally described as follows:

KDOT CCLIP Project: K-15 Overlay - SW 6th to UPRR
City of Abilene, KS
KDOT No. 021 U-2396-01
Olsson Project No. 022-04215

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Olsson ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **May 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 1, 2024**.

1. If Alternate 1 is accepted, Bidder agrees that the Work will be substantially complete on or before **November 30, 2023** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 31, 2023**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
	Street Construction				
1	Mobilization (Street)	1	LS	\$148,587.05	\$148,587.05
2	Demolition & Removals (Street)	1	LS	\$38,675.94	\$38,675.94
3	Contractor Construction Staking (Street)	1	LS	\$6,037.50	\$6,037.50
4	Millings (2" Uniform)	10,771	SY	\$3.25	\$35,005.75
5	HMA Commercial Grade (Class A) (58-28) (2") Overlay	1,131	TON	\$117.55	\$132,949.05
6	HMA Commercial Grade (Class A) (58-28) (6") Full Depth Patching	352	TON	\$243.45	\$85,694.40
7	Sealing Asphalt Cracks (1/4" to 1/2")	3,750	LF	\$4.10	\$15,375.00
8	Sealing Asphalt Cracks (1/2" to 2")	3,750	LF	\$7.45	\$27,937.50
9	Curb and Gutter, Combined	956	LF	\$27.39	\$26,184.84
10	Sidewalk Construction (4")	398	SY	\$64.87	\$25,818.26
11	Sidewalk Ramp	167	SY	\$178.29	\$29,774.43
12	Flashing Beacon System	1	LS	\$22,539.00	\$22,539.00
13	Sign (Remove & Reset)	1	LS	\$5,000.00	\$5,000.00
14	Pavement Marking (Multi-Component)(White)(6")	1,211	LF	\$1.40	\$1,695.40
15	Pavement Marking (Multi-Component)(Yellow)(4")	3,120	LF	\$1.00	\$3,120.00
16	Pavement Marking (Intersection Grade)(White)(24")	260	LF	\$27.00	\$7,020.00
17	Pavement Marking Symbol (Intersection Grade)(White)(Railroad Crossing)	10	EA	\$1,200.00	\$12,000.00
18	Traffic Control	1	LS	\$55,000.00	\$55,000.00

Subtotal of All Storm Sewer Construction Unit Price Bid Items					\$678,414.12
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
	Storm Sewer Construction				
19	Mobilization (Storm Sewer)	1	LS	\$74,799.10	\$74,799.10
20	Demolition & Removals (Storm Sewer)	1	LS	\$66,970.00	\$66,970.00
21	Contractor Construction Staking (Storm Sewer)	1	LS	\$6,062.50	\$6,062.50
22	Inlet (Type B Combined) (5'x4')	13	EA	\$4,195.25	\$54,538.25
23	Inlet (Type B Combined) (5'x4.5')	3	EA	\$4,846.10	\$14,538.30
24	Inlet (Type B Combined) (5'x5')	8	EA	\$4,845.45	\$38,763.60
25	Inlet SD-15 (Type B Combined) (5'x5') (NO INSTALLATION)	1	EA	\$4,385.25	\$4,385.25
26	Inlet (Type B Combined) (5'x6')	3	EA	\$5,610.00	\$16,830.00
27	Junction Box (5'x6')	1	EA	\$5,578.35	\$5,578.35
28	Storm Sewer (12") (RCP)	8	LF	\$94.00	\$752.00
29	Storm Sewer (15")(RCP)	50	LF	\$81.00	\$4,050.00
30	Storm Sewer (23"x14") (RCPHE)	128	LF	\$116.95	\$14,969.60
31	Storm Sewer (30"x19") (RCPHE)	40	LF	\$142.75	\$5,710.00
32	Storm Sewer (38"x24") (RCPHE)	32	LF	\$176.10	\$5,635.20
33	Concrete Collar	10	EA	\$1,223.66	\$12,236.60
34	6" Waterline Relocation	1	LS	\$6,500.00	\$6,500.00
Subtotal of All Storm Sewer Construction Unit Price Bid Items					\$332,318.75

Subtotal of All Street Construction Unit Price Bid Items					\$678,414.12
Subtotal of All Storm Sewer Construction Unit Price Bid Items					\$332,318.75
TOTAL					\$1,010,732.87

Alternate 1					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
35	Calendar Completion of December 31, 2023	1	LS	\$ N/A	\$ No Bid
ALTERNATE 1 TOTAL					\$ No Bid

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the tenth day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of **45** sheets with each sheet bearing the following general title: **K-15 Overlay - SW 6th to UPRR CCLIP**.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. N/A
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

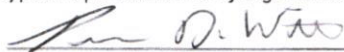
This Agreement will be effective on **November 18, 2023** (which is the Effective Date of the Contract).

Owner:

City of Abilene, KS

(typed or printed name of organization)

By:



(individual's signature)

Date:

11/06/2023

(date signed)

Name:

Trevor D. Witt

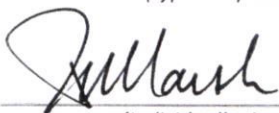
(typed or printed)

Title:

Mayor

(typed or printed)

Attest:



(individual's signature)

Title:

City Manager

(typed or printed)

Address for giving notices:

P.O. Box 519

419 N Broadway St.

Abilene, Kansas 67410

Designated Representative:

Name:

Ron Marsh

(typed or printed)

Title:

City Manager

(typed or printed)

Address:

P.O. Box 519

419 N. Broadway

Abilene, KS 67410

Phone:

785-263-2550

Email:

ron@abilenecityhall.com

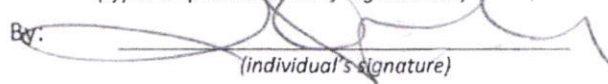
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Ebert Construction Co., Inc.

(typed or printed name of organization)

By:



(individual's signature)

Date:

10/30/2023

(date signed)

Name:

Lisa Diederich

(typed or printed)

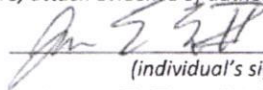
Title:

Vice President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



(individual's signature)

Title:

James E. Ebert II, Vice President

(typed or printed)

Address for giving notices:

P.O. Box 198

103 W Valley St.

Wamego, Kansas 66547

Designated Representative:

Name:

Duane Jackson

(typed or printed)

Title:

Lead Estimator

(typed or printed)

Address:

PO Box 198, 103 W Valley St

Wamego, KS 66547

Phone:

785-456-2455

Email:

duane@ebertconstruction.com

License No.:

N/A

(where applicable)

State:

Kansas