

CITY COMMISSION AGENDA MEMO
May 14, 2008

FROM: Robert K. Ott, P.E., City Engineer

MEETING: May 20, 2008

SUBJECT: Consider Petitions for Storm Water Improvements (SM0802) for Carlson Street

PRESENTER: Robert K. Ott, P.E., City Engineer

BACKGROUND

The developer of GTM Sports Addition (Dreiling Real Estate, LLC) has submitted a petition for consideration by the City Commission for stormwater improvements on Carlson Street, and south of said street to US-24. This project addresses Phase I of Project No. I-11 of the East Side Storm Water Drainage Report.

The City is the technical title holder, under the terms of an Industrial Revenue Bond Issue, to the property described in the Petition as the Improvement District. Dreiling Real Estate, LLC, is the “tenant” of that property under the terms of the Bond Issue. The City will deed the property back to the LLC at such time as the LLC completes repayment of the Bonds. However, because the City is the technical title holder to the Improvement District, the City must execute the Petition, as the owner, and the LLC must also execute the Petition, as the tenant.

DISCUSSION

The owner of GTM Sports Addition (Dreiling Real Estate, LLC) has submitted a petition for the improvement of storm drainage improvements. As indicated above, the City is the technical title holder of the property benefiting from this improvement, and therefore must sign the Petition. The first action for the Commission is to authorize the Mayor to execute the Petition on behalf of the City. The petition has been reviewed by City Administration, and assuming the Mayor is authorized to execute it on behalf of the City, it is sufficient according to the requirements of K.S.A. 12-6a. The petition also meets established City Commission Policies for petitions.

The project is a storm drainage improvement consisting of the replacement of concrete street pavement, the construction of area inlets and installment of corrugated metal pipe along the entire length of Carlson Street; and, the installment of reinforced arch elliptical concrete pipe, the construction of a 6-foot wide concrete open channel drainage ditch, excavation and compaction of earth to install pipe and create the profile of the ditch, the

placement of seeding to restore vegetation and installment and maintenance of erosion and sediment control materials to prevent loss of soil on the project site during construction, all commencing at the south end of Carlson Street and constructed south toward US-24. The portion of this project along Carlson Street corrects an existing problem with drainage that is located on that Street, which is not a component of the original scope identified Project No. I-11. This is an opportunity to correct the existing problem by wrapping it into a project that is adjacent to this area. This portion of the project is almost totally a benefit to the City at large, as opposed to the defined benefit district. The balance of the project, which was identified as Phase I of Project No. I-11 in the East Side Storm Water Drainage Report, is a benefit to both the benefit district and the City-at-Large.

Once the Commission authorizes the Mayor to execute the Petition, the Commission must then proceed as outlined in K.S.A. 12-6a by adopting a resolution finding the petition sufficient and authorizing construction of the project. Of course, the City Commission has the option of accepting or denying the petition at its discretion.

FINANCING

The estimated construction cost is \$200,370. Costs associated with this Storm Water Project (SM0802) will be 35% to the improvement district and 65% to the City-at-Large. The City-at-Large portion of the Storm Water Project covers the cost of paying for the entire costs associated with an existing drainage problem located on Carlson Street and half of the costs associated with Project No. I-11 from the East Side Drainage Report. Although it is not technically a part of this benefit district process, Pottawatomie County Officials have agreed to pay \$60,000 toward the cost of this project. This agreement is between the City and Pottawatomie County (see attached letter), and the County's contribution will go towards reducing the City-at-Large portion of the cost. The remainder of the City-at-Large costs is estimated to be approximately \$70,000 and will be paid by the Storm Water Fund.

ALTERNATIVES

It appears the Commission has the following alternatives concerning the matter at hand. The Commission may:

1. Authorize the Mayor to execute the petition; find the petition sufficient; approve Resolution No. 052008-B finding the project advisable and authorizing construction; and authorize the Mayor and City Clerk to execute an agreement with Sloan Meier Hancock – Engineers Surveyors P.A., of Manhattan, Kansas, to perform engineering services for the Carlson Street Storm Water Improvements (SM0802).
2. Suggest modifications to meet the Commission's need and are agreeable to the other parties.
3. Table the request.

RECOMMENDATION

City Administration recommends the City Commission authorize the Mayor to execute the petition; find the petition sufficient; approve Resolution No. 052008-B finding the project advisable and authorizing construction; and authorize the Mayor and City Clerk to execute an agreement with Sloan Meier Hancock – Engineers Surveyors P.A., of Manhattan, Kansas, to perform engineering services for the Carlson Street Storm Water Improvements (SM0802).

POSSIBLE MOTION

Authorize the Mayor to execute the petition; find the petition sufficient; approve Resolution No. 052008-B finding the project advisable and authorizing construction; and authorize the Mayor and City Clerk to execute an agreement with Sloan Meier Hancock – Engineers Surveyors P.A., of Manhattan, Kansas, to perform engineering services for the Carlson Street Storm Water Improvements (SM0802).

RKO/ie
08061

Enclosures:

1. Petition
2. Resolution No. 052008-B
3. Letter from Dave Dreiling
4. Agreement
5. Letter from Pottawatomie County

PETITION

A PETITION REQUESTING AN IMPROVEMENT UNDER AND PURSUANT TO K.S.A. 12-6a

TO: THE GOVERNING BODY OF THE CITY OF MANHATTAN, KANSAS.

WE, the undersigned, being all of the owners of record of property liable for assessment, hereby petition that the following improvement be made in the manner provided by K.S.A. 12-6a01, et.seq., as amended.

a. GENERAL NATURE OF IMPROVEMENT:

The improvement is a storm drainage improvement consisting of the replacement of concrete street pavement, the construction of area inlets, and the installment of corrugated metal pipe along the entire length of Carlson Street; and the installment of reinforced arch elliptical concrete pipe, the construction of a 6 foot wide concrete open channel drainage ditch, the excavation and compaction of earth to install pipe and create the profile of the ditch, the placement of seeding to restore vegetation, and the installment and maintenance of erosion and sediment control materials to prevent loss of soil on the project site during construction, all commencing at the south end of Carlson Street and constructed south toward US-24.

b. PROPOSED IMPROVEMENT DISTRICT:

Lot 1, GTM Sportswear Addition Unit 3, City of Manhattan, Pottawatomie County, Kansas.

c. ESTIMATED OR PROBABLE COST:

(\$200,370) Two Hundred Thousand Three Hundred and Seventy Dollars (no/100 cents)

d. METHOD OF ASSESSMENT:

Equal Share per Lot (Total Shares = 1)

e. APPORTIONMENT OF COSTS:

Improvement District: 35% (Thirty-Five Percent)

Carlson Street Drainage Improvements
Phase I
Project Number: SM0802

City-At-Large: 65% (Sixty-Five Percent)

It is our understanding the assessment period may be twenty (20) Years. The City of Manhattan Governing Body shall determine the term of maturity, and the market shall determine the interest rate at the time of the bond issuance for this project.

We, further request that such an improvement be made without notice and hearing as allowed by K.S.A. 12-6a04(b)(6), as amended.

NOTICE: Persons signing this petition may not withdraw their names any later than seven (7) days after the petition has been filed with the City Clerk or after the City Governing Body commences consideration of the petition, whichever occurs first.

I/WE, the undersigned owner(s), do hereby submit this completed petition to the City Clerk for appropriate action according to K.S.A. 12-6a01, et.seq., as amended, and do hereby certify that I/WE own all of the property which is liable for assessment under this petition.

Dated at Manhattan, Kansas, this 67 day of May, 2008.

Respectfully Submitted,

DREILING REAL ESTATE, LLC

BY: 
DAVID L. DREILING, MEMBER

(Dreiling Real Estate, LLC is the "Tenant" of the above described Improvement District under the terms of a Lease entered into between said LLC and the City of Manhattan, pursuant to a certain Industrial Revenue Bond Issue, Series A, B, C, D & E, 2006.)

CITY OF MANHATTAN, KANSAS

BY: _____
MARK HATESOHL, MAYOR

(The City of Manhattan, Kansas is the technical title holder to the Improvement District under the terms of a certain Industrial Revenue Bond Issue, Series A, B, C, D & E, 2006, Dreiling Real Estate LLC.)

STATE OF KANSAS, COUNTY OF POTTAWATOMIE, SS:

BE IT REMEMBERED, That on this 7 day of May, 2008, before me, the undersigned a notary public in and for the County and State aforesaid, came David L Dreiling, authorized member of Dreiling Real Estate, LLC, and who is personally known to me to be the same person(s) who signed the foregoing Petition, and duly acknowledged the signature of the same on behalf of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



Mary K. Dahne
NOTARY PUBLIC

My appointment expires: 10/13/09

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, That on this _____ day of _____, before me, the undersigned a notary public in and for the County and State aforesaid, came Mark Hatesohl, Mayor of the City of Manhattan, Kansas, and who is personally known to me to be the same person who signed the foregoing Petition, and duly acknowledged the signature of the same on behalf of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

NOTARY PUBLIC

My appointment expires: _____

Construction Cost Estimate



Project Description:

Carlson Street Drainage Improvements (Phase I - Part of Project I-11 in the Eastside Drainage Plan)

No.	Item	Quantity	Unit	Unit Price	Total Price	Comments	Percentage		Cost	
							City Share	BD Share	City Share	BD Share
1	Mobilization	1	LS	\$15,000.00	\$15,000.00		50%	50%	\$7,500.00	\$7,500.00
2	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00		50%	50%	\$2,500.00	\$2,500.00
3	Traffic Control	1	LS	\$6,000.00	\$6,000.00		50%	50%	\$3,000.00	\$3,000.00
4	Concrete Ditch Lining (606 L.F.)	700	SY	\$45.00	\$31,500.00		50%	50%	\$15,750.00	\$15,750.00
5	Channel Construction (606 L.F.)	650	CY	\$10.00	\$6,500.00		50%	50%	\$3,250.00	\$3,250.00
6	48"x32" RCPHE	40	LF	\$110.00	\$4,400.00		50%	50%	\$2,200.00	\$2,200.00
7	48"x32" RCPHE End Section	2	Each	\$600.00	\$1,200.00		50%	50%	\$600.00	\$600.00
8	Remove and Replace Asphalt Pavement	20	SY	\$50.00	\$1,000.00		50%	50%	\$500.00	\$500.00
9	Remove and Replace Concrete Pavement	400	SY	\$50.00	\$20,000.00	100% SY for Ponding Water in Carlson	100%	0%	\$20,000.00	\$0.00
10	Sawcut	800	LF	\$5.00	\$4,000.00	90% for Ponding Water in Carlson	90%	10%	\$3,600.00	\$400.00
11	12" CMP	365	LF	\$35.00	\$12,775.00	For Ponding Water in Carlson	100%	0%	\$12,775.00	\$0.00
12	Concrete Paving	650	SY	\$35.00	\$22,750.00		50%	50%	\$11,375.00	\$11,375.00
13	Street Grade Area Inlet	1	LS	\$5,000.00	\$5,000.00	For Ponding Water in Carlson	100%	0%	\$5,000.00	\$0.00
14	Seeding	0.5	Acre	\$1,500.00	\$750.00		50%	50%	\$375.00	\$375.00

6' Flat Bottom with 4:1 Side slopes
 $SY = [606 \text{ L.F.} \times (6' \text{ bottom} + 2' \text{ side} + 2' \text{ side})] \times (1 \text{ SY}/9 \text{ SF}) = 673 \text{ SY}$

CMP and the 12" Diameter are required for clearance issues.

Construction Cost = \$135,875.00

Totals = \$88,425.00 \$47,450.00

Estimated Specials

Carlson Street Drainage Improvements

	Drainage Improvement
<u>Construction Costs</u>	
Estimated Construction Costs	\$135,875
Construction Contingencies (10%)	\$13,588
Engineering and Inspection (15%)	\$20,381
Construction Staking (3%)	\$4,076
Total Construction Costs	\$173,920
<u>Financing Costs</u>	
Temp Note Interest (3.50% for 2 years)	\$12,661
Temp Note Closing Discount & Misc. Costs (4.0%)	\$6,957
Total Temporary Note Financing Costs	\$19,618
Total Projected Costs of Project Prior to Bonding	\$193,538
<u>Bonding Costs</u>	
Bond Fee (2.0%)	\$3,871
Discount Fee (1.5%)	\$2,961
Total Bonding Costs	\$6,832
<i>Petition Amount</i>	\$ 200,370

RESOLUTION NO. 052008-B

A RESOLUTION MAKING FINDINGS AS TO THE ADVISABILITY AND AUTHORIZING CONSTRUCTION OF AN IMPROVEMENT UNDER AND PURSUANT TO K.S.A. 12-6a.

WHEREAS, a petition was filed with the City Clerk on the _____ day of _____, 2008, requesting sewer improvements for Carlson Street Drainage Improvements Phase I, Project No. SM0802, and the Governing Body of the City hereby finds the petition to be sufficient.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MANHATTAN, KANSAS; that the following findings as to the advisability of the construction of said improvements are hereby made to-wit:

a) **GENERAL NATURE OF IMPROVEMENT:**

The improvement is a storm drainage improvement consisting of the replacement of concrete street pavement, the construction of area inlets, and the installment of corrugated metal pipe along the entire length of Carlson Street; and the installment of reinforced arch elliptical concrete pipe, the construction of a 6 foot wide concrete open channel drainage ditch, the excavation and compaction of earth to install pipe and create the profile of the ditch, the placement of seeding to restore vegetation, and the installment and maintenance of erosion and sediment control materials to prevent loss of soil on the project site during construction, all commencing at the south end of Carlson Street and constructed south toward US-24.

b) **PROPOSED IMPROVEMENT DISTRICT (Public right-of-way excluded.):**

Lot 1, GTM Sportswear Addition Unit 3, City of Manhattan, Pottawatomie County, Kansas.

c) **ESTIMATED OR PROBABLE COST:**

(\$200,370) Two Hundred Thousand Three Hundred and Seventy Dollars (no/100 cents)

d) **METHOD OF ASSESSMENT:**

Equal Share per Lot (Total Shares = 1)

e) APPORTIONMENT OF COSTS:

Improvement District:	35%	(Thirty-Five Percent)
City-At-Large:	65%	(Sixty-Five Percent)

BE IT FURTHER RESOLVED, that the City Engineer or his authorized representative of the City of Manhattan, Kansas, be and is hereby appointed and directed to prepare under oath a detailed estimate of the cost of said improvement together with plans and specifications therefore, and file the same with the City Clerk for consideration and action thereon by the Governing Body of the City of Manhattan, Kansas.

BE IT FURTHER RESOLVED, K.S.A. 12-6a provides for the abovesaid improvements to be paid by the issuance of general obligation bonds of the City (the "Bonds"). 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.

BE IT FURTHER RESOLVED, that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution, and that this resolution shall take effect and be in force from and after its passage and publication once in *The Manhattan Mercury*.

BE IT FURTHER RESOLVED, that this resolution shall be filed with the Pottawatomie County Register of Deeds Office.

BE IT FURTHER RESOLVED, that the benefit district portion of the cost of the above described improvement shall be bonded for twenty (20) years.

ADOPTED AT Manhattan, Kansas, this 20th day of May, 2008.

(SEAL)

GARY S. FEES, CMC, CITY CLERK

MARK J. HATESOHL, MAYOR



Serving the Nation with Quality Sportswear

May 13, 2008

Gary Fees
City Clerk
City of Manhattan
1101 Poyntz Avenue
Manhattan, Kansas 66502

Dear Mr. Fees:

I, the owner of Lot 1 GTM Sportswear Addition Unit 3, hereby respectfully submit a storm sewer improvement petition for consideration by the Manhattan City Commission. This project petition, as allowed by State Statute 12-6a, is for public infrastructure improvements in the Carlson Street area.

In addition I also request that the services of Sloan Meier Hancock – Engineers Surveyors, P.A. of Manhattan, Kansas be utilized for engineering design of the previously mentioned improvement.

If you have any questions or concerns, please do not hesitate to contact me. I can be reached at 537-8822.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Dreiling', is written over a white background.

Dave Dreiling
Dreiling Real Estate

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this 6th day of May, 2008, by and between the City of Manhattan, Kansas, a municipal corporation (hereinafter “City”), and Sloan Meier Hancock – Engineers Surveyors, P.A., Consulting Group Inc., a Professional Corporation, (hereinafter “Consultant”).

WHEREAS, the City desires to obtain professional engineering services, in connection with Carlson Street Area Drainage, Phase I

- Stormwater Project No. SM0802

(hereinafter “Project”); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 103 S. 4th Street, Suite 1, Manhattan, Kansas, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Professional Services:

- A. The term “Services” when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement.
- B. City agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:
 - Task 1: Topographic Survey & Data Collection
 - Task 2: Hydraulic Analysis
 - Task 3: Preliminary Design
 - Task 4: Final Design
 - Task 5: Project Planning

These Services are described in detail in the Scope of Work, attached as Exhibit A and incorporated herein by reference, and the Project Estimating Sheet, attached

hereto as Exhibit B is incorporated herein by reference.

- C. The City reserves the right to direct revision of the Services at the City's discretion. Consultant shall advise the City of additional costs and time delays, if any, in performing the revision, before Consultant performs the revised services. If revisions of the Services are necessary due to Consultant's error or omission, Consultant shall provide the services and materials associated with such revisions, at no additional cost to the City.
- D. Consultant shall provide Services under this Agreement only upon written request of the City, and only to the extent defined and required by the City. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for Supplemental Services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the City's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.

2. Standard of Care

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional engineer under similar circumstances. At the City's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill and diligence in providing all Services, Consultant shall be responsible to the City for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and cause its sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
- D. Neither Consultant nor Consultant's agents or employees shall discriminate against

any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

3. Compensation & Audit by City

- A. As consideration for providing the Services, the City shall pay Consultant the lump sum amount of \$19,605 as defined below for each project. Consultant acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed listed amount per project without prior written approval by the City.
- B. Consultant shall submit an itemized invoice to the City on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. Schedule & Delay

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall provide Services pursuant to the agreed-upon schedule, which shall be:
 - 07/15/08 Submittal of Preliminary Plans
 - 08/15/08 Submittal of Final Plans and Contract Documents

- C. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- D. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

5. Liability & Indemnification

- A. Consultant shall indemnify and hold harmless the City, and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, and injuries, (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with, Consultant's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees, agents and subcontractors.
- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

6. Insurance

- A. Consultant shall purchase and maintain, at its expense, insurance coverage as required in this Section for the term of this Agreement. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to

purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Consultant in the written contract/agreement. Consultant shall furnish any or all insurance certificates to the City, as requested by the City. Insurance Companies must be rated a minimum “A-“ by the Best’s Key Rating Guide’s latest edition.

B. The consultant shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.
 - c. City of Manhattan, Kansas and all other parties required by the contract shall be included as additional insured’s on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Consultant. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d. Consultant shall maintain CGL coverage for itself and all additional insured’s for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.
2. Automobile Liability with limits of at least \$1,000,000 each accident.
 - a. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non owned automobiles.
 - b. Owner shall be included as insured on the auto liability policy.
3. Workers Compensation and Employers Liability limit of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee

for injury by disease.

- a. Where applicable, US Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- b. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

4. Professional Liability Insurance: Consultant shall purchase and maintain insurance with a limit of \$1,000,000 for each claim and in the aggregate.

- C. Consultant shall provide, prior to the commencement of the project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Manhattan, Kansas, Attn: Cathy Harmes, Risk Manager, 1101 Poyntz Ave., Manhattan, KS 66502.

7. Assignment of and Responsibility for Personnel

- A. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.
- B. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

8. Ownership & Reuse of Documents

- A. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to perform the Services.
- B. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and such information and documents prepared by Consultant shall become the sole property of the City. At the City's request, Consultant shall give the City all materials obtained or produced in the course of the Services. The City makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Consultant in performing services herein. Consultant shall maintain complete Services records for five (5) years after completion of the Services.

- C. The City understands that the reuse of any document prepared or furnished by Consultant without written verification or adaptation by Consultant for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to Consultant.

9. Consultant's Personnel at the Project Site

- A. The presence of Consultant's personnel at a construction site is for the purpose of providing the City a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s).
- B. Consultant has no authority to exercise control over any construction contractor. Consultant neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance with the Project documents.

10. Relationship of the Parties

- A. The City and Consultant agree that the Consultant shall be and remain an independent contractor in the performance of the Services. Consultant's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City.
- B. Consultant shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

11. Notices

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section.
- B. Notices sent by the Consultant to the City shall be sent to:
 - Department of Public Works
 - 1101 Poyntz Avenue
 - Manhattan, KS 66502
- C. Notices sent by the City to the Consultant shall be sent to:
 - Sloan Meier Hancock – Engineers Surveyors, P.A.
 - ATTN: Jeff Hancock, P.E.
 - 1101 Poyntz Avenue, Suite 1
 - Manhattan, KS 66502

12. Term & Termination

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the City, and upon final payment by the City.
- B. Notwithstanding Paragraph 12-A, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause. The City shall compensate Consultant for the Services that have been completed to the City's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

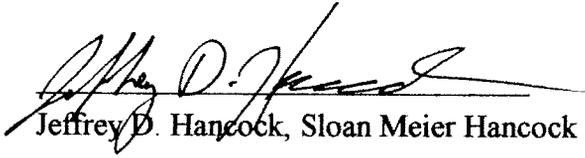
13. Miscellaneous Provisions

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- B. Venue and Jurisdiction. The parties agree any legal action arising out of this Agreement shall be filed solely in the Riley County, Kansas, District Court or the U.S. District Court of Kansas, as appropriate.
- C. Entire Agreement. This Agreement, including attachments incorporated herein by

reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto.

- D. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- E. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- F. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
- G. Successors and Assigns. Subject to Paragraph 13-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- H. Third Parties. The Services to be performed by Consultant are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

CONSULTANT:

A handwritten signature in black ink, appearing to read "Jeffrey D. Hancock", written over a horizontal line.

Jeffrey D. Hancock, Sloan Meier Hancock – Engineers Surveyors, P.A.

CITY OF MANHATTAN:

ATTEST:

MARK HATESOHL,
Mayor

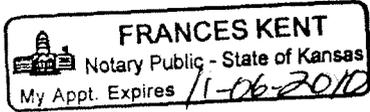
GARY S. FEES,
City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, that on this 13th day of May, 2008, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____ Jeffrey D Hancock who is personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



Frances Kent
NOTARY PUBLIC

My appointment expires:

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the undersigned, a notary public in and for the County and State aforesaid, came Mark Hatesohl, Mayor for the City of Manhattan and Gary Fees, City Clerk, who are personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

NOTARY PUBLIC

My appointment expires:

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of City Commissioners, Manhattan, Kansas
Engineer: Sloan Meier Hancock – Engineers Surveyors, P.A.
Project Number & Name: SM0802 – Carlson Street Area Drainage, Phase I

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

This project includes survey, design, final plans, and bidding for:

1. Carlson Street Area Drainage – Phase I
2. Carlson Street

The Engineer agrees to provide the following services.

Task I. Survey

1.01. A. Field data collection.

1. Establish project control points.
2. Field surveys.
3. Contact utilities and field locate utilities.

B. Ownership and abutting property information.

1. Secure plats (City/County to provide)
2. Obtain ownership information from City/County Appraiser's office.
3. Collect record drawings on abutting projects and subdivisions.

1.02 Analyze the storm drainage needs along the project in accordance with stormwater management master plan and prepare plans and specifications

1. Obtain watershed areas and flows for all streams and basins draining under

the proposed roadway from the Owner.

2. Design storm drainage system for the projects.

1.03 Develop basemap from survey information

Task II. Preliminary Design

2.01 Prepare office check plans in accordance with the latest City of Manhattan Design Criteria Standards to include:

A. Plans set

1. Cover sheet.

- Summary and Quantities

2. Stormwater drainage plan

- Master grading plans
- Erosion control plans
- Major drainage structures
- Culvert design
- Hydraulic grade calculations
- Cross sections every 25 feet

2.02 Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency

2.03 Identify permitting requirements

- Submit Notice of Intent (NOI) for stormwater pollution plan to KDHE
- Submit sanitary sewer plans to KDHE
- Corps of Engineer permit to Manhattan (If project is within 500' of levee)
- DWR permit to Corp of Engineers (Stream modifications)
- Corps of Engineers Permit for Wetlands

2.04 Prepare and furnish five (5) sets of 24"x36" sets of prints (white background) of preliminary construction plans for office check and review to the City

Task III. Final Design

- 3.01 Prepare detailed plans and specifications in accordance with the latest City of Manhattan Design Criteria Standards to include:
- A. Cover sheet
 - B. Typical sections
 - C. Special details
 - D. Storm sewer design
 - Inlet and other structure design calculations
 - Hydraulic grade calculations
 - Culvert design
 - E. Plan and profile sheets
 - Plan scale: 1" = 20'
 - Profile scale: H: 1"=20'; V: 1"=5'
- 3.02 Prepare a detailed opinion of probable cost including an appropriate contingency.
- 3.03 Estimate time required to complete construction.
- 3.04 Prepare and furnish three (3) sets of 24"x 36" sets of prints (white background) of final construction plans to the City for during construction.
- 3.05 Prepare and furnish one (1) sets of 24"x 36" set of prints (MYLAR) of final construction plans to the City for final record to be placed permanent record.
- 3.06 Prepare and furnish one (1) eletronic set of 24"x 36" set of prints (ADOBE ACROBAT ELETRONIC FORMAT "PDF") of final construction plans to the City for eletronic storage of the final plans as back up record.

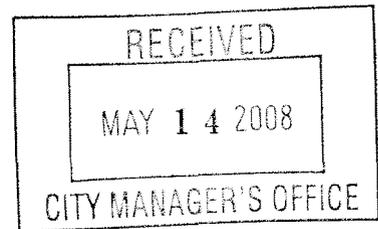
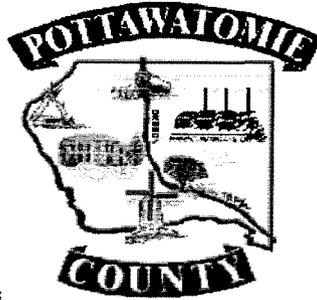
Task IV. Bidding Services

4.01 Pre bid support

- A. Prepare contract document book in accordance with City of Manhattan for public bidding
- B. Prepare “Notice to Bidders” Forward electronic copy to Public Works executive secretary for publication
- C. Maintain plan holders list
- D. Answer contractor questions prior to bid openings
- E. Issue any addendums to all plan holders
- F. Prepare engineer’s estimate for project

4.02 Attend bid letting opening

- A. Provide engineer estimate to city clerk
- B. Provide bid summary sheet at bid opening
- C. Provide bid tabulation sheet and bid summary sheet after bid opening
- D. Provide letter of recommendation of award of project
- E. Provide five (5) contract document books with successful bidders proposals inserted and proposal sheets with cashiers checks or bid bonds for unsuccessful bidders



Robert Reece
County Administrator

P O Box 187
207 North 1st Street
Westmoreland, KS 66549

Phone (785) 457-3455

Fax (785) 457-3507

Email: reece@pottcounty.org

May 13, 2008

Ron Fehr, City Manager
City of Manhattan
1101 Poyntz Avenue
Manhattan, KS 66502

Ron,

The purpose of this letter is to confirm our intent to contribute to the drainage improvements project in and around Carlson Street as detailed in your proposed petition. Pottawatomie County's portion of the cost will be no more than 50% of the City's portion of the project with a maximum of not more than \$60,122.50 as approved by the County Commission at their meeting on August 21, 2006.

If you have any questions or need additional information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Reece".

Robert Reece
County Administrator