July 10, 2012
ITEM # I-1

To: **Mayor and Commissioners**

From: **Scott Massman, Superintendent of Engineering**

Subject: **First & Central Intersection Improvements**

Recommendation: Award contract for First and Central Intersection improvements as stipulated by plans prepared by Allgeier Martin & Associates entitled "1st and Central Intersection Improvement" to Muller Construction, Inc. of Coffeyville Kansas.

Discussion: The City of Coffeyville has negotiated a bid with Muller Construction, Inc. for the construction of the intersection of First & Central Streets located in the north central part of Coffeyville. The bid has been compared to the engineer's estimate and found to be reasonable. The engineer's estimate for the project is $127,927.50.

Muller Construction, Inc. base bid is $126,755.00. This was based on an estimated original bid of $129,755.00 less $3,000.00 for excavation of the intersection, which was considered an agreed donation to the project from Muller.

The geogrid (Tensar 160) as stipulated in the plans will be replaced by another similar material with the installation included as another project deduction at a value of $5,000.00. This material was in stock from a previous project and will be donated by Muller.

Muller's bid also included 4 handicap ramps of which only 3 are necessary. The deduction of this ramp is $500.00. This yields an adjusted total amount of $121,255.00.

Below is a summary of the contract amount:

Estimated Cost:	$126,755.00
Discount for using Geogrid:	-$5,000.00
1 ADA Ramp	-$500.00
Adjusted Total:	$121,255.00

The proposed project will replace a severely damaged street and curb and gutter intersection, which receives heavy traffic including trucks and school busses. This area is a very busy intersection, with constant traffic almost all day. Due to the condition of this intersection and a reasonable negotiated contract amount, staff recommends approval of a contract for this project, to Muller Construction, Inc., for the lump sum bid of $121,255.00.

A copy of the plan sheet for the proposed improvement is included with this report.

This project was discussed with Commissioners during a July 2 work session with consensus approval given to award the contract to Muller Construction. This project will totally close the intersection, and it is anticipated it will take at least six weeks to complete. Work will begin on July 9.

The funding for this project will come from the one-half cent sales tax currently being collected for residential street improvements. As previously discussed, 70% of the funding will be used for preservation and 30% for repair and replacement. The First and Central intersection is the first of seven intersections planed for replacement this year.

This intersection will be widened which required the purchase of a perpetual right of way on the northeast corner. Item I-2 is a resolution to approve the purchase of the right of way from Debbie L. Kudrick for $1,000.

RESOLUTION NO. R-12-66

A RESOLUTION TO AUTHORIZE AWARD OF A CONSTRUCTION CONTRACT TO MULLER CONSTRUCTION, INC., IN THE LUMP SUM AMOUNT OF $121,255.00, FOR IMPROVEMENTS TO THE INTERSECTION OF FIRST AND CENTRAL STREETS.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk are hereby authorized to approve the award of a construction contract with Muller Construction Inc., in the lump sum amount of $121,255.00 for street improvements located at the intersection of First and Central Street including curb and gutter and street replacement as stipulated on plans prepared by Allgeier Martin & Associates entitled "1st and Central Intersection Improvement" dated June 5, 2012.

ADOPTED THIS 10th DAY OF JULY 2012.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

NOTE: SCALE FOR 11 x 17 SIZE SHEET, HALF OF SCALE NOTED.

NOTE:
ANY DITCHING OR GRADING NECESSARY TO DRAIN ADJACENT AREAS SHALL BE INCLUDED IN THIS WORK.

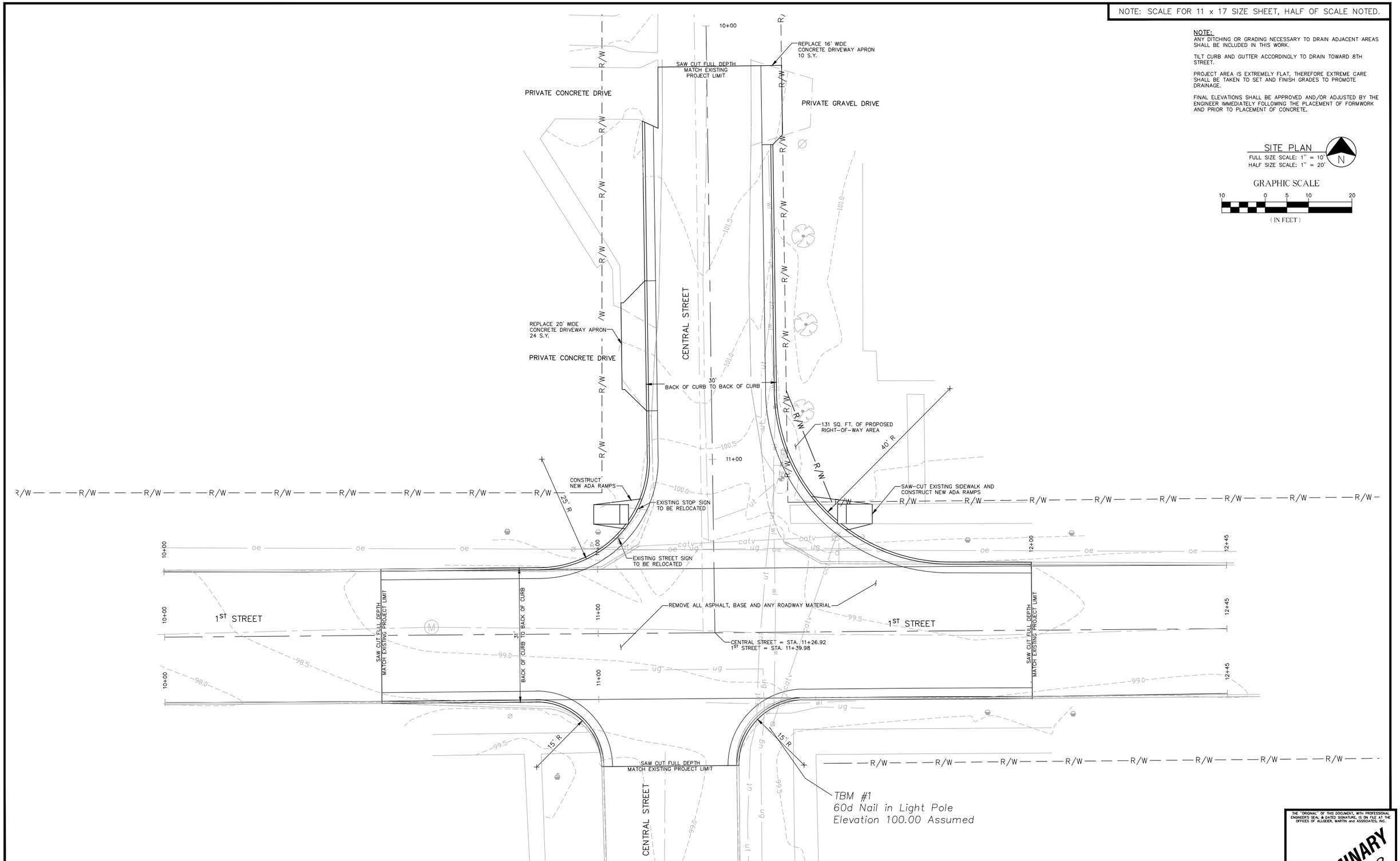
TILT CURB AND GUTTER ACCORDINGLY TO DRAIN TOWARD 8TH STREET.

PROJECT AREA IS EXTREMELY FLAT, THEREFORE EXTREME CARE SHALL BE TAKEN TO SET AND FINISH GRADES TO PROMOTE DRAINAGE.

FINAL ELEVATIONS SHALL BE APPROVED AND/OR ADJUSTED BY THE ENGINEER IMMEDIATELY FOLLOWING THE PLACEMENT OF FORMWORK AND PRIOR TO PLACEMENT OF CONCRETE.

SITE PLAN
FULL SIZE SCALE: 1" = 10'
HALF SIZE SCALE: 1" = 20'

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET, JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY
KANSAS NO. E-17

DATE	REVISION

DWN. BY:	RCP
CKD. BY:	MRK
APPD. BY:	MRK
DATE :	MAY, 2012

PLAN
1ST AND CENTRAL INTERSECTION IMPROVEMENT
COFFEYVILLE, KANSAS

OPTION No.
2

THE "ORIGINAL" OF THIS DOCUMENT, WITH PROFESSIONAL ENGINEER'S SEAL & DATED SIGNATURE, IS ON FILE AT THE OFFICES OF ALLGEIER, MARTIN and ASSOCIATES, INC.

PRELIMINARY
Jun. 5, 12

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
www.amce.com

July 6, 2012

Mark Muller, President
Muller Construction, Inc.
204 North Central
PO Box 1235
Coffeyville, KS 67337

RE: Coffeyville, KS
1st and Central
Intersection Improvements

Dear Mr. Muller:

Enclosed are three (3) copies of the Agreement for the referenced project. After your review, please execute all three (3) sets and forward all documents to Mr. Scott Massman with the City of Coffeyville for signature.

By copy of this letter, we ask that the City review and execute the agreements and forward one copy to Muller Construction, Inc., forward one copy to this office, and keep the remaining copy for the City's files.

If you have any questions, please advise.

Very truly yours,

ALLGEIER, MARTIN AND ASSOCIATES, INC.

Michael Atkinson

Michael Atkinson, P.E.

Enclosures

Cc: Scott Massman, City of Coffeyville

P. O. Box 2627
Joplin, MO 64803-2627

Main: (417) 680-7200
Fax: (417) 680-7300

7231 East 24th Street
Joplin, MO 64804

AGREEMENT

THIS AGREEMENT (Consisting of 3 Pages), made this ____ day of **July**, 2012 by and between the City of Coffeyville, Kansas , hereinafter called "OWNER" and **Muller Construction, Inc.**, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete **1st and Central Intersection Improvements.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work on July 9th, 2012 and will complete the work within 60 consecutive calendar days unless the period for completion is extended otherwise by the Agreement with the OWNER.

4. The CONTRACTOR agrees to perform all of the Work described on the plans and according to the attached proposal and comply with the terms therein for the sum of **One Hundred Twenty-One Thousand Two Hundred Fifty-Five & 00/100**DOLLARS (**$121,255.00**), as shown in the Proposal.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - (A) Proposal from Muller Construction, Inc. Dated July 2, 2012
   - (B) Drawings prepared by ALLGEIER, MARTIN and ASSOCIATES, INC., dated June 5, 2012.
   - (C) Tax Exemption Certificate #0000031250
   - (D) Performance and Statutory Bond

6. Upon submission of pay requests, the OWNER will pay to the CONTRACTOR satisfactory completed work on a monthly basis.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The CONTRACTOR agrees to secure insurance as follows:

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under worker's Compensation, disability benefit, and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than $2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof, for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the project.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the PROJECT and in case any work on sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. The amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement **1st and Central Intersection Improvements** in three (3) copies each of which shall be deemed an original on the date first above written.

(SEAL)
ATTEST:

By_____

Name_____
(Please Type)

_____

OWNER:

City of Coffeyville, Kansas

By_____

Name David George
(Please Type)

Title Mayor

(SEAL)
ATTEST:

By_____

Name_____
(Please Type)

_____

CONTRACTOR:

Muller Construction, Inc.

By_____

Name & Title Mark Muller, President
(Please Type)

Address 204 North Central, PO Box 1235

Coffeyville, Kansas 67337