

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

August 10, 2023

5:30 PM

Civic Center Memorial Hall

To participate by conference call:

1 785-289-4727 Conference ID: 197 828 702#

The Agenda shall be as follows:

I. REGULAR SESSION

- A. Call to Order
- B. Pledge of Allegiance to the United States of America
- C. Adoption of Agenda

II. APPOINTMENTS

- A. Park Board -- Two Terms Expired
- B. Housing Authority -- One Expired Term -- One Resignation

III. CONSENT AGENDA

(*Consent* is that class of Commission action that requires no further discussion or which is routine in nature. All items on the Consent Agenda are adopted by a single motion unless removed from the Consent Agenda.)

- A. Consider approving City Commission minutes from June 8th, 15th, 22nd and 29th, 2023
- B. Consider approving a contract with TranSystems, Inc. for the design and construction engineering for the renovation of the parking lot north of City Hall.
- C. Consider requesting proposals for the engineering services required to add a VFD and expand the capacity of the Low Service Pumps at the Water Treatment Plant.
- D. Consider allowing the bidding of pipe for the pipeline to Rural Water District #6 to serve Bartlett.
- E. Consider bidding the installation of a pipe stopple at the Water Treatment Plant.

IV. ITEMS FOR COMMISSION ACTION

- A. Consider a change order for City Hall Phase II project.
- B. Consider requesting proposals for the installation of two electric vehicle (EV) charging stations at the City parking lot at the north east corner of 6th and Laurel St. and application for grants associated with these stations.
- C. Consider awarding a change order on the 2023 Mill and Overlay of Myrtle St. to Heckert Construction.

V. REPORTS

- A. Budget Session - August 16th
- B. July 2023 Sales Tax Report
- C. 2023 Q3 Treasurers Report

VI. CITY MANAGER'S COMMENTS

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

IX. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Park Board -- Two Terms Expired

SUMMARY RECOMMENDATION Appoint two members.

BACKGROUND The City received three applications for two expired positions on the Park Board:

PARK BOARD (3 year terms -- 9 members)			
Members	Term	Expires	Appointed/Reappointed
Anita Chappuie	2nd term	July 1, 2024	7/26/2018 / 06/24/2021
Alex Moore (Outside City)	2nd term*	July 1, 2024	2/9/2017 / 06/24/2021
Mardie Long (Outside City)	2nd term*	July 1, 2024	2/22/2018 / 06/24/2021
Steve McBride	1st term*	July 1, 2025	12/9/2021
Edward Epp	1st term	July 1, 2025	6/23/2022
Jim Hogan (Outside City)	2nd term*	July 1, 2025	6/8/2017
Mark Coder	2nd term	July 1, 2023	7/13/2017
Todd Young	2nd term*	July 1, 2023	6/11/2015
Jill Warford	1st term*	July 1, 2026	8/25/2022
Cody Dixon	FORPAZ	Ex-officio	
	City Rec	Ex-officio	
* Previously served unexpired term			
Meeting Place: Garden Club House			
Meeting Date: First Monday			
Meeting Time: 5:30 p.m.			

Applicants must reside inside the City limits. To learn more about the Park Board, visit this link: [Park Board](#)

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to appoint _____ and _____ to a first term on the Park Board, expiring on July 1, 2026.

SUPPORTING DOCUMENTS

1. Breanne Sanford - Received 06/20/2023
2. Malinda McGowan - Received 07/25/2023
3. Leslie Coder- Received 08/01/2023

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, June 20, 2023 9:11:03 AM

Board Application

Board Applying For:	Park Board
Name	Breanne Sanford
Date	6/20/2023
Address	1004 West Locust Street Independence, KS 67301
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Glendale High School, Springfield, Missouri
Graduated/Degree	2000/General Diploma
College Name and Location	Independence Community College
Graduated/Degree	2018/ Associate of Arts
Major	History
Other Education Name and Location	Wichita State University
Graduated/Degree	2021/ Bachelors in General Studies
Emphasis	English, History and Anthropology
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	Field not completed.

What experiences have you had that you feel would assist you as a board member?	My children have been playing at the park and visiting the zoo since they were babies. We've lived in Independence almost twenty years and have enjoyed the park since we moved here. We've seen it begin to come back from the brink and I would like to continue to help its upward trajectory.
Why do you want to become a member of the board?	I would like the younger generation to have a bit of a say in what goes on in the park, a voice.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Most of the items that need attention the most are being taken care of.
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, July 25, 2023 9:54:45 PM

Board Application

Board Applying For:	Park board
Name	Malinda McGowan
Date	7/25/2023
Address	424 north 2nd
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	IHS Independence Kansas
Graduated/Degree	<i>Field not completed.</i>
College Name and Location	University of Alabama Birmingham
Graduated/Degree	Masters
Major	Sociology
Other Education Name and Location	Pittsburg state university
Graduated/Degree	Masters
Emphasis	K-12 special education
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	I have served on several committees throughout my professional life. I have found through this experience that I have a strong ability to reach mutually beneficial outcomes with diverse groups.
Why do you want to become a member of the board?	I love Independence and want to see it continue to grow and thrive. There park and zoo is the heart of Independence. I have watched it grow and evolve through the years and I would love the opportunity to be apart of that.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Not at this time, as with anything there will always be room for improvement but at this time I do not see anything that would be a safety concern that would need immediate attention.
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, August 01, 2023 8:37:55 PM

Board Application

Board Applying For:	Park Board
Name	Leslie Coder
Date	8/1/2023
Address	417 N 5th
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence Sr High
Graduated/Degree	Graduated 1974
College Name and Location	Pittsburgh State
Graduated/Degree	BSED 1980
Major	Elementary Education
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	I have previously been on the park board. Am currently on Neewollah board. I've served on the KNEA board serving in many areas.
Why do you want to become a member of the board?	I have a passion for Riverside park and Zoo.....being a lifelong resident of Independence.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Only the continuance of the upkeep of the park and zoo. I don't have an "agenda".
Other comments:	<i>Field not completed.</i>

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Housing Authority -- One Expired Term -- One Resignation

SUMMARY RECOMMENDATION Reappoint an unexpired term; appoint a representative; or extend the deadline to apply.

BACKGROUND One of the members has resigned from the Housing Authority. We also have one member who is eligible for reappointment. We received one application for one vacancy.

HOUSING AUTHORITY (4 year terms -- 5 members)			
Members	Term	Expires	Appointed/ Eligible to be Reappointed
Damell Lawrie	Unexpired	April 11, 2023	9/10/2020
Eddie Rodgers	2nd term	April 11, 2026	4/26/2018 Moved
Rita Ortolani	1st term*	April 11, 2026	4/25/2019
Charles Doerr	1st term	April 11, 2027	4/27/2023
Cindy White	1st term	April 11, 2027	4/27/2023
Meeting Place: Penn Terrace Meeting Date: Third Tuesday Meeting Time: 12 p.m.			

Applicants must reside within the City limits. For more information about this board, contact Housing Authority Director April Nutt at 620-332-2536.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to reappoint Daniel Lawrie to a first term on the Housing Authority Board, expiring on April 11, 2027.

I move to appoint _____ to an unexpired term on the Housing Authority Board, expiring on April 11, 2026.

SUPPORTING DOCUMENTS

1. Fred Meier - Received 08/04/2023

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Friday, August 04, 2023 9:23:26 PM

Board Application

Board Applying For: Housing Board

Name Fred Meier

Date 8/4/2023

Address 2712 Links Lane, Independence, KS 67301

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Shawnee Mission West, Overland Park, KS

Graduated/Degree 1969 Diploma

College Name and Location Kansas State University

Graduated/Degree 1973 BS

Major Education

Other Education Name and Location Pittsburg State University

Graduated/Degree 1978 MS

Emphasis Ed. Administration

Do you reside inside the corporate limits of the City of Independence? Yes

If no, do you reside within 3 miles of the corporate limits of the City of Independence? *Field not completed.*

What experiences have you had that you feel would assist you as a board member?	Understanding the importance of housing in the city's economic development efforts has been a passion of mine, I chaired a Housing Task Force for the Chamber of Commerce. The development of the Eisenhower Housing Addition was a by product of this task force. I also served on the city commission for 5 years. Housing issues was a consistent agenda item not in a positive way because of the number of condemnations.
Why do you want to become a member of the board?	The flood of 2007 took a tremendous toll on the city's housing stock which has not been replaced. The new Bartlett soybean plant and expansion of the Coffeyville refinery presents a tremendous opportunity to stabilize if not grow this city where we choose to live. The Independence Housing Authority is aggressively pursuing grants for infrastructure development leading to the development of new affordable housing. I would like to become a member of the housing board to help provide leadership to see these initiatives become successful.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	The addition of affordable housing is the key to taking advantage of the economic development activities in Montgomery County. The lack of housing prevented us from fully taking advantage of a growth opportunity when Cessna came to Independence. Let's not make the same mistake!
Other comments:	<i>Field not completed.</i>

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department City Clerk

Director Approval Lacey Lies

AGENDA ITEM Consider approving City Commission minutes from June 8th, 15th, 22nd and 29th, 2023

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the City Commission minutes from June 8th, 15th, 22nd, and 29th, 2023.

SUPPORTING DOCUMENTS

1. June 8 2023 Minutes
2. June 15 2023 Special Meeting Minutes
3. June 22 2023 Minutes
4. June 29 2023 Special Meeting Minutes

Minutes of the City Commission's June 8, 2023 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Louis Ysusi, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Schwenker, City Clerk/City Treasurer; Mike DeVore, Memorial Hall Maintenance and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, and Patrick Conway

A. Call to Order

Mayor Ysusi called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

- A. Consider approving a Cereal Malt Beverage license for the Air Strip Attack event that is being held at the Independence Airport located at 499 Freedom Drive on June 10 and 11, 2023.

Patrick Conway is asking to sell beer to the attendees at the airport for the Air Strip Attack event.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved a Cereal Malt Beverage license for Patrick Conway for the Air Strip Attack event to be held at the Independence Airport on June 10 and 11, 2023.

Aye: Tim Emert, Louis Ysusi

Nay: None

III. ADJOURNMENT

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission adjourned the meeting.

Aye: Tim Emert, Louis Ysusi

Nay: None

Minutes of the City Commission's June 8, 2023 Meeting

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's June 15, 2023 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garriss, City Engineer/Director of Public Works and Utilities; Lacey Lies, Finance Director and Jerry Harrison, Chief of Police

Visitors Present: Larry McHugh

A. Call to Order

Mayor Ysusi called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

- A. Consider a request to close 1/2 block in the 700 block of East Maple from 9 AM to 9 PM for a neighborhood block party.

We received a request from Stephanie Baughman who resides at 200 S. 1st Street. Ms. Baughman is requesting approval to close a portion of the street adjoining their house for a neighborhood block party. Initially, they requested the street be closed for four days, and staff suggested they limit it to one day during the daylight hours.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized closing East Maple from 1st Street to the alley east on Saturday, June 17, 2023 from 9 AM to 9 PM for a neighborhood block party on the conditions that the barricades shall not obstruct the public sidewalk or alley access, the City assumes no liability for the event, and all trash and debris will be removed promptly .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- B. Consider Change Order for City Hall Phase II project.

The following change orders are part of the Phase II renovation of City Hall. CO#66 is the concrete curb in the south alley between City Hall and the drive-thru. While preparing the subbase for the alley, a portion of an asphalt

Minutes of the City Commission's June 15, 2023 Meeting

curb collapsed and is not repairable. The change order will install a concrete curb to replace it. CO #58 and CO #69, City Staff previously received permission to install inset parking on the north side of City Hall and a sidewalk connecting the drive to the front sidewalk. This sidewalk was removed for utility installation into the building. McCown Gordon sub is mobilized, and their cost to install this work is less than the engineer's estimate for the work and will be funded from the General Fund as previously approved by the Commission.

Change Order	Description	Funding Source	Amount	Balance
CO # 66	Concrete Curb	Owner Contingency	\$4,953.96	\$120,061.84
CO #58	North Sidewalk	Budgeted General Fund Dollars	\$8,554.70	N/A
CO #69	Inset Parking	Budgeted General Fund Dollars	\$35,859.99	N/A

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the change orders #58, #66 and #69.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

C. Consider moving services for relocation of City Hall

The City Hall Phase II project is scheduled for a Temporary Certificate of Occupancy by Mid July 2023. At this time, City Staff will start installing our network and 911 radio infrastructure with a tentative date of the 1st week of August for the 911-Tiger team here to relocate 911 services. As soon as the Tiger team installs the equipment, we will need to immediately move our 911 center furniture, equipment, and supplies to the new center and begin providing 911 services from that location. A certificate of Occupancy should be completed before August 14th, and City Hall can relocate all offices to the new building by mid-August. The City did an RFP for moving services and received four proposals back.

<u>Company</u>	<u>Total</u>
On-Demand Services, LLC	73,688.30
It's Your Move	26,000.00
E-Logic Solutions	67,483.00
Studdard Moving Services	62,594.51

The City Staff recommends approving the bid of \$26,000 by "It's Your Move". This move requires the ability to move the 911 center when ready, to disassemble and reassemble desks and equipment and move items to storage on the 3rd floor of City Hall.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved the bid of \$26,000 to It's Your Move to move the City offices and the police department back to Historic City Hall .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- D. Consider a proposal for the repair of several City buildings' roofs.

On March 31, 2023, a windstorm occurred in the City of Independence that caused damage to multiple City buildings' roofs. The City submitted the claim to the EMC, had an adjuster view the damage, and prepared an RFP based on the information from the adjuster and EMC for repairs. The RFP was sent to local roofers and placed on the City Webpage with multiple contractors looking at the roofs. However, the City only received one response to the RFP. The City was contacted by contractors and informed that they had reviewed the work but had a large backlog and would be unable to do anything until late summer or fall and withdrew.

Contractor Proposal	\$128,878.15
5% Discount for full award	(\$6,443.90)
Total	\$122,434.25
EMC Insurance Paid	(\$25,732.24)
Total	\$96,702.01

The contractor has indicated they could start work within two weeks and complete it within 30 days.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved a contract with the Green Team pending City Attorney approval.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- E. Consider authorizing the award of the contract for engineering services for the KAIP Airport Beacon project to H.W. Lochner, Inc.

Minutes of the City Commission's June 15, 2023 Meeting

As the City was awarded a contract to replace the existing beacon, engineering is necessary to do the project. Our consultant, H.W. Lochner, Inc. has submitted a contract for that work in the amount of \$25,000. The FAA will reimburse all but \$1,250 of that amount.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized the award of the contract for engineering services for the Airport Beacon project to H.W. Lochner, Inc., and authorized the execution of any necessary documents subject to City Attorney review and approval.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

F. Consider change order requests for the CDBG sewer improvements grant.

The CDBG grant requires Commission Approval of change orders even when it would not normally be necessary to have a change order. Change Order Number 1 was approved during the second February, 2023 meeting of the Commission. The second Change Order is a deduction of \$64,335.20 due to an underrun of quantities when the final totals were tallied. This request is so there is a formal motion on file for the second (deductive) Change Order Number 2.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved Change Order Number Two with Tri-Star Utilities for the net amount of -\$64,335.20 and the execution of any necessary documents for Change Orders Number One and Two for the records necessary for submittal as part of the CDBG grant.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

III. ITEMS FOR DISCUSSION

A. Budget Discussion

Director Lies led the discussion.

IV. REPORTS

Minutes of the City Commission's June 15, 2023 Meeting

- A. May 2023 Sales Tax Report
- B. City Board Minutes

- 1. May 2, 2023 Economic Development Advisory Board**
- 2. May 9, 2023 Planning and Zoning Commission/Board of Zoning Appeals**
- 3. May 17, 2023 Independence Recreation Commission**
- 4. May 17, 2023 Independence Public Library Board of Trustees**

V. EXECUTIVE SESSION

- A. Discussions prior to acquisition of real estate.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission recessed for an executive session for discussion of possible acquisition of real estate pursuant to the preliminary discussion on acquisition of real estate exception, KSA 75-4319(b)(6). The open meeting will resume at 11:05 p.m. (10 minutes) in the Civic Center of Memorial Hall. In the executive session will be the Commission, City Attorney, City Manager, Finance Director and City Engineer.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

No action was taken.

- B. Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship.

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception, KSA 75-4319(b)(2). The open meeting will resume at 11:17 p.m. (10 minutes) in the Civic Center of Memorial Hall. In the executive

Minutes of the City Commission's June 15, 2023 Meeting

session will be the Commission, City Attorney, City Manager, Finance Director and City Engineer.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

No action was taken.

VI. ADJOURNMENT

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's June 22, 2023 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; Seth Jones, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works and Utilities; Shawn Wallis, Fire/EMS Chief; April Nutt, Director of Housing Authority; Scott Patton, Park and Zoo Director; Lacey Lies, Director of Finance; Jerry Harrison, Chief of Police and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, Brea Sanford, Brittney Holum, Wayne Gudmonson, Tabatha Snodgrass, Butch Holum, Lori Kelly, Patti Bronson and Kenneth Kaiser

A. Call to Order

Mayor Ysusi called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted the agenda with the removal of Item B from the Consent Agenda and moved to Items for Commission Action.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. Park Board -- 3 expired terms (Inside City Limits) -- 1 eligible for reappointment (Jill Warford)

Three terms have expired on the Park Board. One member is currently serving an unexpired term and is eligible for reappointment (Jill Warford). Ms. Warford wishes to be reappointed.

The City is receiving applications for the remaining two positions on the Park Board that will expire on July 1, 2023. Board members continue to serve until

Minutes of the City Commission's June 22, 2023 Meeting

replaced. Applicants must reside inside the City limits. Applications are due by noon on July 7, 2023. To learn more about the Park Board, visit this link: [Park Board](#)

[Click here to apply online.](#)

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission reappointed Jill Warford to a first term on the Park Board, expiring on July 1, 2026.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

III. PRESENTATIONS

A. Presentation of the 2022 Audit

Sean Gordon of Gordon C.P.A. presented the 2022 audit report of the City's finances.

B. Presentation by Main Street Director regarding establishing a Common Consumption Area downtown.

Main Street Director Tabatha Snodgrass presented to the Economic Development Advisory Board (EDAB) earlier this month regarding establishing a Common Consumption Area downtown. Attached is the information presented to EDAB. If the Commission wishes to proceed, we will ask the City Attorney to prepare an ordinance for consideration at your next meeting.

IV. CONSENT AGENDA

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted the consent agenda with the removal of Item B from the Consent Agenda to Items for Commission Action.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Minutes of the City Commission's June 22, 2023 Meeting

- A. Consider approving City Commission minutes from April 4th, 13th, 19th and 27th, 2023.

Approve the City Commission minutes from April 4th, 13th, 19th and 27th, 2023.

Recommended Motion:

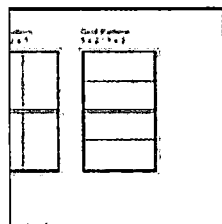
I move to approve the City Commission minutes from April 4th, 13th, 19th and 27th, 2023.

- B. Consider Change Order for City Hall Phase II project

This item was removed from the Consent Agenda and moved to Items for Commission Action.

The State of Kansas Historical Office reviewed the City Hall Phase II Project regarding windows in the 1960s addition. The expansion of the City Hall buildings was an important part of the building's continued use and growing services for the community. The windows that were a part of the addition were not demonstrated to be beyond repair and must be retained unless other evidence is submitted showing they cannot be repaired or modified. On a recent visit, they saw that the windows had been replaced and were not available for review and had likely gone to a landfill. Therefore, they are requesting that the installed windows look like the ones on the rest of the building. They asked the architect to propose a fix for four horizontal divisions that fit better with the horizontal details in the 1960s addition.

TreanorHL has submitted the following change to the Kansas Historical Society and has been given the approval to proceed. The change order cost is \$2,839.92. On June 12, 2023, TreanorHL notified us that the Kansas Historical Society had approved the architect's proposal.



Motion:

On the motion of Tim Emert, seconded by Dean Hayse the Commission approved the change order for \$2,839.92.

Minutes of the City Commission's June 22, 2023 Meeting

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider a recommendation from the Planning Commission to adopt a resolution for a conditional use permit for a "Daycare Center" in an R-3, low density multifamily dwelling district at 301 South 11th Street.

On June 6, 2023 the Planning Commission held a public hearing to consider a conditional use permit for a "Daycare Center" in an R-3, low density multifamily dwelling district at 301 South 11th Street. The Planning Commission recommended approval. There were no public comments from anyone other than the applicant.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted a resolution for a conditional use permit for a "Daycare Center" in an R-3, low density multifamily dwelling district at 301 South 11th Street with conditions.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- B. Consider approving request authorizing FORPAZ to move forward with locomotive restoration.

In 1952, Atchison, Topeka, and Santa Fe Railroad donated an AT&SF 1050 Prairie Type Steam Locomotive to the City of Independence to be placed in Riverside Park. Since then, it has become a favorite pastime of park patrons to climb into the cab of the train, and on top of the steam drum to take photos. Several generations of Independence citizens have enjoyed watching their children and grandchildren climb and play on the same locomotive that they had when they were young. Over the past 70 years, the locomotive has deteriorated significantly. Areas have rusted away, leaving holes and jagged edges, especially on top of the steam drum.

In 2022, FORPAZ launched a fundraising campaign to raise money towards the restoration of the locomotive. The scope of work includes remediation of hazardous materials, sandblasting the surface of the train down to bare metal, welding and repair work of damaged areas, and re-painting back to the original paint scheme with high quality paint and primer. This stage will also include all detail work on the timing wheels, refurbishment or

Minutes of the City Commission's June 22, 2023 Meeting

replacement of all handles and valves back to red as original, and stencil of the engine number on the side (ATSF 1050). The cost of this project is approximately \$150,000 which FORPAZ has raised in full.

In the future, a stage 2 project will be planned and presented to the commission, which will include construction of a catwalk on the side of the locomotive, replacement of stairs to the cab, and site beautification.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission graciously accepted the donation from FORPAZ and thanked them for their efforts with the locomotive restoration.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- C. Consider accepting a USDA Rural Business Development Grant for the Community Development Comprehensive Plan:

Previously, the Commission authorized applying for a USDA Rural Business Development Grant to assist with the Community Development Comprehensive Plan. We have been notified that the grant is officially obligated in their system. The next step is to "close" the grant and sign the RD4280-2 Grant Agreement. We request the Commission accept the grant and authorize the Mayor and/or City Manager to execute the grant documents when received.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission accepted a Rural Business Development Grant from the USDA for the Community Development Comprehensive Plan and authorized the Mayor and/or City Manager to execute all related documents.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- D. Consider authorizing the Mayor to sign a grant agreement with SEKRPC to administer a Community Comprehensive Development Plan project grant from USDA Rural Business Development.

SEKRPC has assisted the City in finding and applying for this grant. It is recommended to authorize them to administer the grant to ensure compliance.

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Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized an agreement with SEKRPC to administer a Community Comprehensive Development Plan project.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

E. Consider authorizing applying for a Safe Streets for All (SS4A) grant.

The City was fortunate to be one of three locations in the United States chosen by the Federal Highway Administration (FHWA) to have direct federal assistance in creation of a Local Road Safety Plan (LRSP). This plan was completed at no cost to the City.

In conjunction with KDOT, the FHWA will be awarding grants to further implementation of the SS4A initiative. Given multiple factors in the grant, it is quite possible that any work done under the grant to make our roadway safer will take place at no cost to the City.

We must get a letter of support from KDOT to apply for the grant, and that is expected to happen on June 30, 2023. As the grant timing would require us to apply for the SS4A grant by July 10, which is before the next Commission meeting, we are requesting to apply for the grant in whatever amount KDOT provides a letter of support for.

In a preliminary survey, the City has identified between \$400,000 and \$1.6 million in projects that would have a direct, positive impact on safety. These projects may include (reference numbers and page number are references to the LRSP):

**2.1. Provide edge delineation using reflective strips on signposts, object marker delineators, and pavement markings. (p. 40)
\$150,000**

**3.4. Improve visibility of intersections and traffic control devices (signs and signals) using systemic application of low-cost countermeasures. (p. 41)
\$50,000**

**4.3. Install traffic calming roadway sections, such as curb extensions and refuge islands. (p. 42)
\$280,000**

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4.4. Install Rectangular Rapid Flashing Beacon (RRFB) and educate the public on their use. (p. 42)

\$150,000

4.2 Collect pedestrian volume/exposure data to better understand pedestrian travel patterns. (p. 47)

\$10,000

4.5 Install high-visibility crosswalks, lighting, signing and pavement markings. Included in item 2.1

Our Police Chief, Jerry Harrison, has done research on the safety impacts of radar speed feedback signs, added \$50,000 for these signs, which are noted in our plan at item 1.3, on page 48.

Finally, there is item 5.1 on page 43. This was not originally included because we didn't have data on what some of these projects would cost. Now we do. In reviewing the data from past crashes, the one area that would likely have the most impact on pedestrian and bicycle crashes is the segment of Main Street west of 10th Street to the Overpass. Cost for a multi-use path in that area has an initial estimate of \$910,000.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized an application for the Safe Streets for All grant in the amount supported by KDOT.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- F. Consider authorizing Rural Connections to build a trail on City owned property.**

Rural Connections has requested permission to build a recreational walking trail on city-owned property along part of the Verdigris River. The south trail head would be located at West Pine Street, south of the existing dog park. The trail would follow the Verdigris River north to Riverside Park, where it would intersect with Wells Drive, and turn west to continue along an existing path on the south side of the vacant Audad enclosure. The trail would let out at the north trail head, which would be located on the east side of the parking lot of Miss Able's Snack Shack at Ralph Mitchell Zoo. Rural Connections has funding for the entire project, and does not require any financial contribution from the city. Rural Connections will also take

responsibility for maintenance of the trail for three years after the project is complete.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized Rural Connections to build a trail on City-owned property.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- G. Consider the scope for the renovation of the parking lot north of City Hall, and consider authorizing participating in a grant for two Level 2 electric charging stations within the parking lot.

The City is in the process of renovating City Hall. As such, the parking configuration has changed around the building. The lot due north of City Hall, which is part of the Consent Decree with the DOJ, does not have sufficient numbers of ADA spaces to support the new building.

Information on two solutions was requested by the Commission.

Southern Row Only

The first suggested solution was to replace only the southern portion (the first two rows) of the existing lot. This would allow space for sufficient ADA space to meet DOJ requirements. This would result in a parking lot with 78 spaces, and is estimated to cost \$175,000 due to the extensive grading and rework required to meet ADA requirements. This does not include any funding for repair or maintenance of the existing lot surface that will not be replaced.

Large, Plain Footprint

The other suggested solution was to replace the entire existing parking lot, and expand on the vacant City-owned lot to the north of the current lot. This would result in a parking lot with the required number of ADA spaces, and a total number of 85 spaces. The estimated cost would be \$510,000 for this solution. One note is that the new number of spaces would be more usable than the existing numbers, since the size of cars has increased and often the lot can be difficult to navigate.

In addition, we have received a request from Economic Development Advisory Board members to participate in a grant for two Level 2 electric charging stations within the parking lot (see attached June 6, 2023 request to EDAB).

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Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission authorized the City to proceed with the Large, Plain Footprint parking project, with \$175,000 of the project being funded with ADA funds, and the remaining portion being funded from other sources.

Aye: Tim Emert, Louis Ysusi

Nay: Dean Hayse

- H. Consider extending the contract with ReeceNichols for listing Building D; and/or consider receiving proposals for marketing Building D.

The listing has expired with ReeceNichols for Building D. They have submitted the attached documentation to extend it for 90 days.

We have received interest from a local Realtor whose corporate company is also interested in listing Building D. The Commission may recall that no local realtors responded when the RFP was previously sent out to market this facility. If the Commission wishes to receive proposals, it is recommended that the RFP be posted on the website on June 23rd, with responses due by July 6th.

Please note, since the listing has expired, this would mean that we will have no Realtor between now and when a proposal is awarded on July 13th unless an extension with ReeceNichols is approved. If the 30 day extension is approved it would end on July 22, 2023. At the July 13th meeting, if the listing is awarded to another Realtor, it would be effective on July 23rd. If the listing is not awarded to another Realtor, then the listing can be further extended with ReeceNichols at that time.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission extended the contract with ReeceNichols for 30 days for listing Building D and also receive proposals for listing Building D due by 2 PM on July 6, 2023.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

VI. REPORTS

- A. Monthly Public Works and Project Report

Minutes of the City Commission's June 22, 2023 Meeting

Engineer Garris presented the report.

B. Update on Woodriver Energy Base Agreement to acquire natural gas.

On May 11, 2023 the Commission authorized the City Manager to sign a Greenbush Energy Group Participation Agreement & Hedging Authorization and a Woodriver Energy Transaction Confirmation Agreement to acquire natural gas. Given a communication misunderstanding between City staff and Greenbush Energy Group, natural gas purchases and future hedges for the winter of 2023/24 may not have been accurately reported. Please note two future hedges for the period from November 2023 through March 2024 have been enacted and are under contract with WoodRiver Energy LLC. The first hedge was enacted in October of 2022 for 2,522 Dth of gas delivered November 2023 through March 2024 at a price of \$8.055/Mmbtu. The second hedge was enacted in April, 2023 for an additional 2,522 Dth of natural gas at a price of \$6.265/Mmbtu. These costs cover the commodity's price, all upstream pipeline costs, and the charges imposed by Woodriver Energy LLC for completing the transaction. The \$4.63 previously reported represents the future NYMEX price of the natural gas plus the NYMEX basis, while the \$6.265 includes the upstream pipeline costs and the WoodRiver charges.

Please note a Dth and Mmbtu are both ways of measuring the quantity of natural gas and are, for the purposes of the transaction, equal to each other. One is how the gas is purchased, and the other represents how the gas is accounted for on the upstream pipeline.

VII. CITY MANAGER'S COMMENTS

City Manager Passauer reported that 74% of the fireworks funds have been raised by the Rotary Club and the deadline for completing the survey is June 30 or July 4th if submitted electronically.

VIII. COMMISSIONERS' COMMENTS

None

IX. PUBLIC CONCERNS

None

Minutes of the City Commission's June 22, 2023 Meeting

X. ADJOURNMENT

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's June 29, 2023 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; David Schwenker, City Clerk/City Treasurer; Lacey Lies, Director of Finance and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, and Mike Borovetz

A. Call to Order

Mayor Ysusi called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

- A. Consider authorizing Precision Railway to proceed with its project and authorizing the City Manager to execute any related documentation.**

On November 10, 2022, the Commission accepted an Economic Development Grant from KDOT for rail improvements on behalf of Precision Railway Company. On June 20, 2023, the City received bids for this project. Precision Railway Company reviewed the bids and selected the lowest bidder in all phases of construction. Precision is seeking permission to proceed with the project and award the bids to begin construction as soon as possible.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized Precision Railway to proceed with its project and authorized the City Manager to execute any related documentation that the City is required to sign.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

III. ADJOURNMENT

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adjourned the meeting.

Minutes of the City Commission's June 29, 2023 Meeting

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department Street

Director Approval John Garris

AGENDA ITEM Consider approving a contract with TranSystems, Inc. for the design and construction engineering for the renovation of the parking lot north of City Hall.

SUMMARY RECOMMENDATION Approve contract.

BACKGROUND The City is in the process of renovating City Hall. As such, the parking configuration has changed around the building. The lot due north of City Hall, which is part of the Consent Decree with the DOJ, does not have sufficient numbers of ADA spaces to support the new building.

The Commission selected a Large, Plain Footprint replacement of the lot. TranSystems has provided the attached contract that includes a \$28,000 not-to-exceed design fee, and a \$68,000 not to exceed construction engineering and inspection fee.

It is anticipated that the design work will take place this fall, with a bid in early spring, and construction likely in the second or third quarter of 2024.

FINANCIAL INFORMATION Design and Construction engineering fees for this project will be paid from the 2022 Street Bond, which included improvements to parking lots. Additionally, construction for this project will be split between these bond funds and up to \$175,000 from ADA funds.

SUGGESTED MOTION I move to authorize a contract with TranSystems, Inc. in the amount of \$96,000 for the design, construction engineering, and inspection of the parking lot due north of the City Hall and the execution of any necessary documents, pending approval of the City Attorney.

SUPPORTING DOCUMENTS

1. City Hall Parking Lot Contract REVISED

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2023, by and between The City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

City Hall Parking Lot

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other

conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional

Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4

PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is anticipated that design will be completed by September 2023 and that construction related services will begin in October, 2023. These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery of the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided

under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

For Design Services, CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be \$28,000. The maximum fee for construction engineering and periodic inspection as described in Exhibit A shall be \$68,000.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. All reimbursable expenses shall be included in the maximum fee and payments provided for in paragraph 5.1.1. CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection

with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.2 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses.

In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.4 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing,

superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.4 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.5 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.6 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the limits of any professional liability requirements set forth in Section 7.6.1.

Section 7.7.7 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been

required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.7 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owner subsidiary of either party, but such assignment shall not relieve the assigning party of

any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.8 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Ms. Kelly Passauer
City Manager
City of Independence

If to TRANSYSTEMS:

Mr. Shawn Turner
Principal
TranSystems
115 S Sixth Street
Independence, Ks 67301

:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.9 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.10 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee

or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.11 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2023.

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed

Name: _____

Title: _____ Title: _____

EXHIBIT "A"

Basic Services

1. Project Description:

The City has prepared a concept drawing for improvements to the City Hall Parking lot. Survey has previously been completed by a different consultant and will be provided to TranSystems by the City. The City wishes to design and bid the proposed improvements.

2. Design Services:

Design will consist of the preparation of plans, specifications and contract documents.

2.1 Survey, ROW and Utilities: A topographic survey for this project has been completed by others, and will be made available to TranSystems.. . No additional ROW will be required. No utility conflicts are anticipated.

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. A concept plan and cost estimate will be developed. This concept will be reviewed by the City, with TranSystems addressing City comments. A Preliminary plan set will then be prepared (30%) plans, followed by a Field Check set (60% plans). It is anticipated that an erosion control permit will not be required.

2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared. No approvals from entities outside the City are anticipated. This will include a detailed bid packet, enumerating the anticipated quantities for construction.

3. Construction Related Engineering Services: Periodic inspection will be required. The anticipated construction period is 60 calendar days.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for
2023 Independence Office

Classification	Rate	Classification	Rate
Technician V	\$167	Principal/Structural Engineer V	\$306
Technician IV	\$126	Structural Engineer IV	\$234
Technician III	\$109	Structural Engineer III	\$192
Technician II	\$87	Structural Engineer II	\$141
Technician I	\$82	Electrical Engineer IV	\$233
Scientist II	\$105	Principal/Civil Engineer V	\$372
Surveyor V	\$170	Civil Engineer IV	\$275
Surveyor IV	\$116	Civil Engineer III	\$170
Surveyor III	\$102	Civil Engineer II	\$122
Surveyor II	\$80	Civil Engineer I	\$95
Surveyor I	\$60	Principal/Engineer V	\$361
Planner IV	\$261	Engineer IV	\$268
Planner III	\$146	Engineer III	\$160
Planner II	\$96	Engineer II	\$118
Planner I	\$94	Engineer I	\$93
Industry Specialist III	\$150	Construction Services V	\$321
Industry Specialist II	\$122	Construction Services IV	\$208
Industry Specialist I	\$85	Construction Services III	\$128
Inspector III	\$230	Construction Services II	\$94
Inspector II	\$150	Construction Services I	\$66
Architect IV	\$243	Administrator II	\$98
Architect II	\$100		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2023. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider requesting proposals for the engineering services required to add a VFD and expand the capacity of the Low Service Pumps at the Water Treatment Plant.

SUMMARY RECOMMENDATION Request proposals.

BACKGROUND There are three Low Service Pumps at the Water Treatment Plant. These pumps are used to pull water from the Verdigris and into the plant for treatment. The nominal capacity of these three pumps are 4 million gallons per day (MGD), 3 MGD, and 2MGD.

The largest volume pump (4MGD) is controlled using a variable frequency drive (VFD). This allows the rotation of the pump to vary so that the pump can match the rate of water production. Only one pump has this ability, and it is the most used pump.

The other pumps do not have VFDs and are either on at full capacity or off. This leads to an inconsistent water flow which, though manageable since the plant operated without VFDs for decades, is one additional variable in plant operations.

Addition of a VFD has been a priority of the Plant Management for some time, with the goal eventually having all three pumps on VFDs.

Additionally, having each of the three pumps with a capacity sufficient to cover the flow range anticipated by the plant would provide greater redundancy, and the ability to upgrade the existing 2MGD pump to a higher capacity through upgrades (motor, impeller, etc.) or replacement will also be studied.

FINANCIAL INFORMATION This item is in the 2023 budget and in the proposed 2024 budget.

SUGGESTED MOTION I move to request proposals for the engineering services required to add a VFD and expand the capacity of the Low Service Pumps at the Water Treatment Plant.

SUPPORTING DOCUMENTS

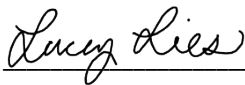
1. Pump RFP + Cover page

REQUEST FOR PROPOSALS

The City of Independence, Kansas, is accepting proposals for engineering services relating to the addition of a VFD and increasing capacity of a low-lift service pump for the City's Water Treatment Plant, meeting all attached requirements.

Proposals will be in the office of the City Clerk, 811 W. Laurel Street, Independence, KS. 67301, on or before 2:00 P.M. Thursday, September 6th. Proposals shall be enclosed in a sealed envelope plainly marked on the outside "Low-Lift Pump Engineering Services". If proposal is mailed, the original envelope shall be enclosed in a separate envelope addressed to the City Clerk, also plainly marked on the outside as stated above. The apparent low proposal will then be presented to the Independence City Commission at their next regular meeting for their formal action.

The City reserves the right to accept or reject any or all proposals or to waive any irregularities should any occur as may best benefit the City. The City Manager may require that no proposer may withdraw a proposal for a period of up to forty-five (45) days after the date and hour set for opening proposals, but that a proposal may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted proposals.



Lacey Lies, Director of Finance

07/27/2023

Date



Request for Proposal

The purpose of this request for proposal (RFP) is to solicit proposals from qualified engineering firms to perform engineering services relating to low-lift service pumps located at the Independence Water Treatment Plant.

There are three Low Service Pumps at the Water Treatment Plant. These pumps are used to pull water from the Verdigris and into the plant for treatment. The nominal capacity of these three pumps are 4 million gallons per day (MGD), 3 MGD, and 2MGD.

The largest volume pump (4MGD) is controlled using a variable frequency drive (VFD). This allows the rotation of the pump to vary so that the pump can match the rate of water production. Only one pump has this ability, and it is the most used pump.

The other pumps do not have VFDs and are either on at full capacity or off. This leads to an inconsistent water flow which, though manageable since the plant operated without VFDs for decades, is one additional variable in plant operations.

Additionally, having each of the three pumps with a capacity sufficient to cover the flow range anticipated by the plant would provide greater redundancy, and the ability to upgrade the existing 2MGD pump to a higher capacity through upgrades (motor, impeller, etc.) or replacement will also be studied.

The awardee should perform a comprehensive condition assessment of all systems required to support the replacement or upgrade of one of the existing low-lift service pumps including all related systems (electrical, control, mechanical, hydraulic, cooling, sealing, safety, and monitoring systems). The replacement pump should be substantially similar to an existing, installed pump, and the City has substantial information on the desired pump. The awardee should also provide an evaluation of the pump and relevant systems for the implementation and installation of a variable-frequency drive (VFD).

The results shall be submitted to the City in a report detailing the current pump performance, existing condition deficiencies, recommended immediate improvements (if any exist), cost of replacement of the pump, and the cost of installation of a variable-frequency drive (VFD) followed by a complete design package suitable for bidding.

Factors such as peak demand, flow rate variations, pressure requirements, compatibility and interoperability with current systems, energy efficiency, reliability and maintenance, operational safety, instillation and downtime, and regulatory compliance should all be considered when evaluating replacement pump options.

Services shall be performed at the Water Treatment Plant located at 520 E Oak St, Independence, KS 67301.

Request for Proposal

Proposals shall address the following items:

1. *Qualifications and Experience.* Detailed information on the history, qualifications, and experience of the firm and key personnel participating on the project, including identifying the project manager.
2. *References.* A minimum of three project references with contact information for similar projects completed or substantially completed within the last five years. Project references shall be applicable to the specific project manager and key team members proposed for this project. Project references shall include the size of the contract, community size, and project outcome.
3. *Review of Preliminary Scope of Work and Schedule.* Review the scope of work and provide comments concerning the firm's understanding and role in meeting the scope of work and recommendations for additional services beneficial to the development of the plan. Provide a schedule aligned with key tasks as described in the RFP, with any additions or modifications recommended in the proposal.
4. *Project Approach.* Provide a detailed description of the project approach proposed for this project.

The engineering firms will be evaluated based on their qualifications, experience, approach, and schedule. The project will be awarded on a time and materials not-to-exceed basis.

INSTRUCTIONS:

Submissions must include two (2) hard copies and one (1) electronic PDF copy of the proposal by 2:00 P.M. CST on September 7, 2023. Email copies should be sent to

engineer@independencex.gov

Proposals shall be directed to:

John Garriss, City Engineer

Proposals **must** be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider allowing the bidding of pipe for the pipeline to Rural Water District #6 to serve Bartlett.

SUMMARY RECOMMENDATION Allow bidding.

BACKGROUND As the water pipeline to Bartlett has been developed through the preliminary stages, the project has been sufficiently defined to issue a request for bids on piping and major materials. By directly purchasing the materials, the City will lower costs on the project as well as speed the project by at least six weeks.

Attached are the draft technical specifications and only minor modifications are anticipated. The documents will be released for bid (if approved) after the City Attorney has added and approved appropriate commercial terms and conditions.

FINANCIAL INFORMATION Costs will be paid by loan or BASE grant. Project will ultimately be funded by Bartlett.

SUGGESTED MOTION I move to allow the request for bids for piping and major materials for the water pipeline to RWD #6 to serve the Bartlett project, pending the City Attorney's approval of the bid documents.

SUPPORTING DOCUMENTS

1. Material Spec Package

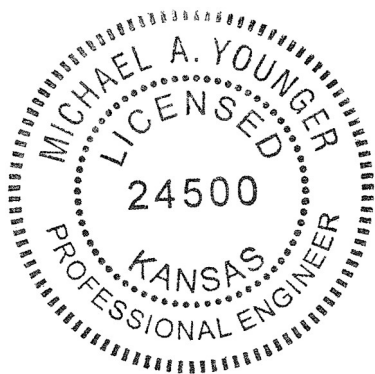
**MATERIAL
BIDDING DOCUMENTS**

**WATER TRANSMISSION LINE
IMPROVEMENTS 2023**

for

INDEPENDENCE, KANSAS

August 2023



EBH Project No.: R4385.1

Helping Clients Prosper + Grow

Evans-Bierly-Hutchison & Associates, P.A.

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ADVERTISEMENT FOR MATERIAL BIDS

OWNER: CITY OF INDEPENDENCE
811 W LAUREL STREET
INDEPENDENCE, KANSAS 67301

ENGINEER: MICHAEL YOUNGER, P.E.
EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.
214 S 4th Street, Neodesha, Kansas 66757
TEL: 620-672-1112 FAX: 620-672-1909
MikeY@EBHengineering.com

The City of Independence, Kansas will receive sealed bids for the **purchase of construction materials** for **Water Transmission Line Improvements 2023** at the City Hall, 811 W Laurel Street, Independence, Kansas 67301, until **[day]**, **[date]** at **[time for receipt of Bids]**. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud immediately after the specified closing time.

Major items of work – Furnishing and delivering construction materials including: 100 L.F. of 12" DR 9 DIPS HDPE, 1,750 L.F. of 14" DR 9 DIPS HDPE, 46,250 L.F. of 14" DR 11 DIPS HDPE, 1-10" Gate Valve, 4-12" Gate Valves and 12-14" Butterfly or Gate Valves. 14" valves will be bid as butterfly or gate alternates. Two materials contracts will be bid and awarded. Bidders may bid on any or all of the separate material contracts.

Bidding Documents may be examined at City Hall in Independence, Kansas, and at the Engineer's Office.

Bidding Documents: Electronic copies of the bidding documents may be obtained through the Engineer's website: www.ebhengineering.com/plan-room, by entering your information in the required fields. Addenda, if any and Plan Holders list will also be available through the Engineer's office/website. Hard copies of the Bidding Documents are available at the Engineer's office upon depositing \$100.00 per set. No refunds will be made. The date that the **Bidding Documents** are downloaded by or mailed to the bidder will be considered the prospective Bidder's date of receipt of the **Bidding Documents**. Partial sets of **Bidding Documents** will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Project Funding– Funding for this materials purchase is provided in part by a BASE Grant through the Kansas Department of Commerce. Applicable grant provisions are indicated in the bidding documents.

Sales Tax Status – Labor services, materials, and equipment incorporated into the work for the project **are exempt** from payment of Kansas Sales Tax. A Project Exemption Certificate will be issued for this project.

Davis Bacon Wage Determination – Does not apply to material procurement only contracts.

Domestic Preference – AIS and BABAA are not applicable to this project.

Owner reserves the right to waive irregularities and to reject bids.

TBD
DATE

/s/ Louis Ysusi
MAYOR

END OF DOCUMENT

DOCUMENT 00 21 00

INSTRUCTIONS TO MATERIALS BIDDERS**ARTICLE 1 – DEFINITIONS**

1.1 “**Bidding Documents**” consist of the **Advertisement for Material Bids**, these **Instruction to Materials Bidders**, the **Bid Form**, forms required to be submitted with the Bid (if any), **Supplemental Conditions**, and applicable specification sections.

1.2 “Bidder” is a person or entity who submits a Bid directly to the **Owner**, as distinct from a sub-bidder who submits a bid to a Bidder.

1.3 “Successful Bidder” is the lowest, qualified, responsible, and responsive Bidder to whom **Owner** makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of electronic **Bidding Documents** may be obtained, at no charge, through the Engineer’s office. Addenda, if any, and Plan Holders list will also be available through the Engineer’s office.

2.2 Complete sets of **Bidding Documents** must be used in preparing Bids; neither **Owner** nor Engineer assume any responsibility for errors, omissions, or misinterpretations resulting from use of incomplete sets.

2.3 In making copies of **Bidding Documents** available, **Owner** and Engineer do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.1 Bidders may be required to submit written evidence to demonstrate qualifications to perform the Work. Qualification considerations may include:

3.1.1 Financial resources sufficient to meet current obligations as well as obligations arising incident to the Work;

3.1.2 Previous experience sufficient to demonstrate knowledge of and familiarity with the type, nature, and requirements of the Work; and

3.1.3 Present commitments and resources sufficient to ensure the timely performance and completion of the Work.

3.2 Each Bid shall contain evidence of Bidder’s qualification to do business in the State of Kansas, or covenant to obtain such qualification prior to award.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder shall:

4.1.1 Carefully and thoroughly read and examine all **Bidding Documents**;

4.1.2 Visit the site and become familiar with local conditions that may affect cost, progress, furnishing, or performance of the Work;

4.1.3 Consider federal, state and local Laws and Regulations that may affect cost, progress, furnishing, or performance of the Work;

- 4.1.4 Correlate Bidder's observations with the requirements, provisions, and conditions of the **Bidding Documents**; and
- 4.1.5 Notify Engineer of all errors, discrepancies, and ambiguities discovered in the **Bidding Documents**.
- 4.2 Submission of a Bid shall constitute an incontrovertible representation by Bidder that:
- 4.2.1 Bidder has complied with every requirement of this Article 4;
- 4.2.2 Without exception, the Bid is premised upon furnishing and performing the Work in accordance with the **Bidding Documents**; and
- 4.2.3 The **Bidding Documents** are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing and performing the Work.
- 4.3 The materials bidder shall be required to furnish materials in accordance with the specifications contained within these **Bidding Documents**.

ARTICLE 5 – INTERPRETATIONS AND ADDENDA

- 5.1 Bidder shall promptly notify Engineer of any error, discrepancy, or ambiguity discovered in the **Bidding Documents**.
- 5.2 Questions about the meaning or intent of the **Bidding Documents** shall be directed to Engineer. Interpretations or clarifications deemed necessary by Engineer in response to such questions will be issued by Addenda. Questions received less than 7 days prior to the bid opening date may not be answered.
- 5.3 **Bidding Documents** may be modified by **Owner** or Engineer as deemed advisable by either, and such modifications will also be issued by Addenda.
- 5.4 Interpretations and modifications of the **Bidding Documents** will be made by Addenda only; interpretations or modifications made in any other manner will be without legal effect and Bidder shall not rely thereon.
- 5.5 Addenda will be mailed or delivered to each document holder of record. Bidder shall ascertain, prior to Bid submission, that Bidder has received all Addenda issued.

ARTICLE 6 – SUBSTITUTE OR “OR EQUAL” ITEMS

- 6.1 Award of contract, if made, will be based on materials and equipment shown or specified in the **Bidding Documents** with no consideration of possible substitute or “or equal” items.
- 6.2 Where the **Bidding Documents** permit substitute or “or equal items”, such items shall be subject to review and authorization by Engineer. Applications for such authorization will not be considered by Engineer until after the Effective Date of the **Agreement**.

ARTICLE 7 – BID FORM

- 7.1 The **Bid Form** is included in these **Bidding Documents**; all blanks must be filled in by typewriter or in ink.
- 7.2 Bids shall be on a lump sum and unit price basis; segregated Bids will not be accepted. Bid prices shall include all costs for furnishing and shipping the materials in accordance with these **Bidding Documents**.
- 7.3 Bidder shall acknowledge receipt of all Addenda by filling in identifying numbers and dates.
- 7.4 Interlineations, alterations, and erasures shall be initialed, in ink, by the Bid signer.

7.5 Any Bid which is qualified by Bidder by insertion or attachment of unsolicited terms or conditions under which the Bid is to be considered will be subject to rejection.

7.6 Each Bid must be signed by the person(s) legally authorized to bind Bidder to a contract. Names shall be typed or printed below signatures. The address and telephone number for communications regarding the Bid shall be shown. Bid shall include legal name and legal entity status of Bidder, and Bids by corporations shall further include the state of incorporation and the corporate seal attested by the corporate secretary. Signers acting as agents shall submit, with the Bid, written evidence of such authorization.

ARTICLE 8 – SUBMISSION OF BIDS

8.1 The Bid and other required documents shall be enclosed in a sealed opaque envelope marked with Bidder's name and address, Project identification, and the notation "SEALED BID". If the Bid is sent by mail, the sealed envelope shall be enclosed in another separate envelope, and the outer envelope shall be marked with the notation "SEALED BID ENCLOSED".

8.2 Bids shall be delivered to **Owner** at the location and at or prior to the time, stated in the ***Advertisement for Material Bids***. Bids delivered elsewhere or late will not be considered. Bidders shall be responsible for the proper and timely delivery of Bids.

8.3 Oral or telephonic Bids will not be accepted or considered.

ARTICLE 9 – MODIFICATION AND WITHDRAWAL OF BIDS

9.1 Bids may be modified or withdrawn at any time prior to Bid opening by delivery, to the same location as Bid submittal, of a written duly executed by the Bid signer(s) in the same manner as required for the Bid.

9.2 A Bid modification request shall not reveal the total Bid price(s), and shall provide the appropriate modification(s) in such manner that final prices and terms are not revealed until the sealed Bid is opened.

9.3 If, within 24 hours after Bid opening, any Bidder files a duly signed, written notice with **Owner** and promptly thereafter demonstrates to the reasonable satisfaction of **Owner** that there was a material and substantial mistake in the preparation of that Bidder's Bid that Bidder may withdraw that Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work under these ***Bidding Documents***.

9.4 Bids shall remain open and subject to **Owner's** acceptance for 30 days after Bid opening; Bids may not be modified, withdrawn (except as provided in Paragraph 9.3 above), or canceled during such period.

ARTICLE 10 – OPENING OF BIDS

10.1 Bids will be opened at the location and time and in the manner set forth in the ***Advertisement for Material Bids***.

ARTICLE 11 – AWARD OF CONTRACT

11.1 **Owner** reserves the right to reject any and all Bids, to waive informalities or minor irregularities, and to disregard all nonconforming, unresponsive, unbalanced, or conditional Bids.

11.2 **Owner** reserves the right to reject the Bid of any Bidder if **Owner** believes the best interests of the Project would not be served by making an award to that bidder, whether because the Bid is not responsive or the Bidder fails to meet a pertinent standard or criteria established by **Owner**.

11.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices; discrepancies in the addition of columns of figures will be resolved in favor of the correct sum.

11.4 **Owner** will evaluate Bids considering the qualifications of Bidder, Bid compliance with prescribed requirements, prices and price-related data, and other data as may be requested in the ***Bid Form*** or prior to the ***Notice of Award***.

11.5 If the contract is to be awarded, award will be to the lowest, responsible, responsive Bidder whose evaluation by **Owner** indicates to **Owner** that the award will be in the best interests of the Project.

11.6 If the contract is to be awarded, **Owner** will give Successful Bidder a **Notice of Award** within 30 days after Bid opening.

ARTICLE 12 – EXECUTION OF CONTRACT

12.1 Upon issuance of **Notice of Award** to Successful Bidder, bidder shall furnish the stated number of Bidder's signed purchase agreement documents to the **Owner** within 10 days after receipt of **Notice of Award** for review by the **Owner**.

12.2 The bidder shall include the provisions required by these **Bidding Documents** by reference into the purchase agreement.

12.3 The following forms, as found in the **Supplementary Conditions** shall be attached to each purchase agreement; it shall be indicated in each purchase agreement that the following forms are a binding component of said agreement:

12.3.1 State of Kansas Act Against Discrimination Contract Provision Certification Form.

12.4 The following provisions, as found in the **Supplementary Conditions** shall be attached to each purchase agreement; it shall be indicated in each purchase agreement that the following provisions are a binding component of said agreement:

12.4.1 KDOC BASE Grant Attachments I-IV.

12.5 Upon review and acceptance of the submitted purchase agreement and attachments by the **Owner**, one fully signed counterpart of the agreement will be delivered to the bidder.

END OF DOCUMENT

DOCUMENT 00 41 00

BID FORM**WATER TRANSMISSION LINE IMPROVEMENTS 2023
INDEPENDENCE, KANSAS**

THIS BID SUBMITTED TO:

CITY OF INDEPENDENCE
811 W LAUREL STREET
INDEPENDENCE, KANSAS 67301

The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into a **Purchase Agreement** with **Owner**, in the form included in the **Bidding Documents**, to perform, furnish, and complete all Work specified or indicated in the **Bidding Documents** for the Bid Prices and within the time frame indicated in this Bid and in accordance with all other terms and conditions of the **Bidding Documents**.

Bidder accepts and agrees to all terms and conditions of the **Advertisement for Bids** and **Instructions to Bidders**, including without limitation contract execution requirements. This Bid will remain subject to acceptance for 30 days after Bid opening.

In submitting this Bid, bidder represents that:

1. Bidder has examined all **Bidding Documents**. Receipt of the following Addenda is hereby acknowledged, and all associated costs have been included in this bid:

Number	Date
_____	_____
_____	_____
_____	_____

2. Bidder is familiar with the nature and extent of the **Bidding Documents**, work, site, local conditions, and Laws and Regulations that may in any manner affect cost, progress, furnishing, or performance of the Work.
3. Bidder has made or obtained all explorations, tests, and data concerning physical conditions deemed necessary by Bidder for determining this Bid to furnish and perform the Work in accordance with the **Bidding Documents**.
4. Bidder has correlated the results of all observations, examinations, explorations, tests, and studies with the terms and conditions of the **Bidding Documents**.
5. Bidder has given Engineer written notice of all errors, discrepancies, and ambiguities discovered by Bidder in the **Bidding Documents**, and written resolutions thereof by Engineer are acceptable to Bidder.
6. This Bid is genuine and not a sham or collusive, this Bid is not made in the interest of or on behalf of any undisclosed person or entity; Bidder has not directly or indirectly induced or solicited any other person or entity to either submit a sham or collusive bid or to refrain from bidding; Bidder has not sought by collusion to obtain any advantage over any other Bidder or over **Owner**.

The following documents are attached to and made a condition of this Bid:

1. State of Kansas Act Against Discrimination Contract Provision Certification Form.

2. BASE Grant Provisions Attachment I-IV.

Bidder agrees to furnish materials in strict accordance with the ***Bidding Documents*** for the following price(s):

EXHIBIT A

MATERIALS SCHEDULE
WATER TRANSMISSION LINE IMPROVEMENTS 2023

Item	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
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Base Bid:**Materials Contract A:**

1.	12" DR 9 DIPS HDPE	L.F.	100	_____	_____
2.	14" DR 9 DIPS HDPE	L.F.	1,750	_____	_____
3.	14" DR 11 DIPS HDPE	L.F.	46,250	_____	_____
4.	Staggered Pipe Delivery Adder	L.S.	1	_____	_____

Materials Contract A – Total Base Bid**Materials Contract B:**

5.	10" Gate Valve – FL, Handwheel	Each	1	_____	_____
6.	12" Gate Valve – MJ, 2" Nut	Each	4	_____	_____

Materials Contract B – Total Base Bid**Materials Contract B – Alternate 1:**

7.	14" Butterfly Valve – MJ, 2" Nut	Each	12	_____	_____
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Materials Contract B – Total Alternate 1**Materials Contract B – Alternate 2:**

8.	14" Gate Valve – MJ, 2" Nut, Bevel Gear	Each	12	_____	_____
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Materials Contract B – Total Alternate 2

- Bidder is submitting materials bid for materials contract: ☐ A ☐ B
- For Unit Price work: Bidder agrees that estimated bid quantities are not guaranteed. Final quantities to be established with issuance of Notice of Award, +/-10% of estimated bid quantity.
- The lowest Responsive, Responsible Bidder will be determined by the Owner separately for each materials contract A through B plus Owner selected alternates.

FOR OWNER'S USE ONLY - BASE BID + SELECTED ALTERNATES

TOTAL BASE BID – MATERIALS CONTRACT A _____

TOTAL BASE BID – MATERIALS CONTRACT B _____

OWNER SELECTED ALTERNATE (No. 1 or 2) _____

TOTAL BID – MATERIALS CONTRACT B _____

- **Documents to be submitted with the Bid:**

1. Signed State of Kansas Act Against Discrimination Form.
2. Unexecuted copy of supplier's material purchase agreement.
3. Supplier shall submit itemized list and delivery date of all materials with a lead time greater than one month after date of order.

- **Materials to be furnished shall meet the requirements of the applicable sections of the *BIDDING DOCUMENTS*.**

Signed this _____ day of _____, 2023.

BIDDER _____
(business name)

doing business as a _____
(legal entity status)

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

BY _____
(authorized signature)

(typed/printed)

(title)

(state of incorporation)

(secretary signature)

(typed/printed)

(corporate seal)

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

TO: _____

(name of Successful Bidder)

In accordance with the **Instructions to Bidders**, **Owner** has evaluated Bids for furnishing, performing, and completing all Work for the

WATER TRANSMISSION LINE IMPROVEMENTS 2023 - MATERIALS SUPPLIER

(title and description of project)

submitted in response to the **Advertisement for Bids** dated _____

Your Bid, in the amount of \$ _____ has been accepted and, upon compliance with the requirements set forth in Article 12 of the **Instructions to Bidders**, **Owner** will enter into the **Agreement** with you.

SIGNED and DATED this _____ day of _____, 2023

City of Independence, Kansas

(legal name of Owner)

By: _____

(typed/printed)

(Title)

You must acknowledge receipt of this **Notice of Award** by returning a signed copy to **Owner**:

Date of Receipt: _____

(legal name of Contractor)

By: _____

(typed/printed)

(Title)

END OF DOCUMENT

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS – ATTACHMENT A

Anti-Discrimination Form

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Independence, Kansas

CONTRACTOR'S

SIGNATURE _____

TITLE _____

KPWSLF NO. N/A

DATE _____

BASE Grant Provisions

ATTACHMENT I

FEDERALLY ASSISTED CONSTRUCTION CONTRACT EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

XXXXXXXXXX hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XXXXXXXXXX further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

XXXXXXXXXX agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

XXXXXXXXXX further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ATTACHMENT II

PROCUREMENT OF RECOVERED MATERIALS CLAUSE

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT III

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The term “covered telecommunications equipment or services” means any of the following:

- (A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (C) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ATTACHMENT IV

REQUIRED CONTRACT PROVISION DECLARATION LIMITATIONS ON USE OF FEDERAL FUNDS OVER \$100,000 FOR LOBBYING PURSUANT TO 31 U.S.C. 1352

The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Declaration and the certifications contained therein.

DEFINITIONS:

1. Designated Entity: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the Federal government. (Federal Aid Highway Program is considered a grant program.)
3. Influencing (or attempt): making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of a Federal contract or Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State, or local government.
5. Recipient: All contractors, subcontractors, subgrantees, at any tier, and other persons receiving funds in connection with a Federal grant.

EXPLANATION:

As of December 23, 1989, 31 U.S.C. Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this law, recipients of Federal grants shall not use appropriated funds to pay any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant or the extension, continuation, renewal, amendment or modification of a Federal grant. These restrictions apply to contracts and grants exceeding \$100,000.00. Federal law requires submission of this declaration. If a recipient fails to file the declaration or amend a declaration, the recipient shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure. If the recipient uses appropriated Federal funds to influence or to attempt to influence a designated entity contrary to this provision, the recipient shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such payment.

CERTIFICATIONS:

I certify that the Contractor recipient (including its owners, partners, directors, officers, or principals) has not paid and will not pay federally appropriated funds to any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant, or the extension, continuation, renewal, amendment or modification of a Federal grant.

The following person(s) if any, is registered under the Lobbying Disclosure Act of 1995 (Registrant) and has made lobbying contacts on the Contractor recipient's behalf with respect to this contract.

I certify that the Contractor recipient will report payments made to a person for influencing or attempting to influence a designated entity, that come from funds other than appropriated Federal funds. The Contractor recipient shall report such payments on Form LLL

"DISCLOSURE FORM TO REPORT LOBBYING" according to the instructions and may obtain Form LLL from the Kansas Department of Commerce Office of Economic Recovery. I certify that, if information contained in this DECLARATION changes, the Contractor recipient will amend the DECLARATION within 30 days of the change(s). I certify that the Contractor recipient will provide to and require subcontractors to sign a like DECLARATION, if the subcontract work exceeds \$100,000. The Contractor recipient understands that this declaration is a material representation of fact and the Local Public Authority will have relied upon this declaration in entering into a contract with the Contractor recipient.

SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 22 00

MEASUREMENT AND PAYMENT**PART 1 GENERAL**

1.01 RELATED SECTIONS

- A. Document 00 41 00 – ***Exhibit A – Bid Schedule.***

1.02 SCOPE

- A. Payment for the various priced items set forth in the Bid Schedule shall constitute full compensation to Contractor for providing all plant, equipment, machinery, materials, tools, supplies, transportation, labor, operations, and all other property, services, and expenditures required to furnish, perform, and complete the Work in accordance with the ***Contract Documents***. No separate payment will be made for any item not specifically set forth in the Bid Schedule, and all costs for necessary Work not specifically set forth in the Bid Schedule will be deemed to be included in prices for the most applicable priced items.

1.03 LUMP SUM ITEMS

- A. No quantity measurement for payment will be made. Payment for each lump sum item of Work will be based on the percentage of the item completed of the lump sum price bid therefore in the Bid Schedule. Such payments will be made in accordance with these bidding documents and as follows:
1. Item 4 – Staggered Delivery Adder: Payments will be based on the percentage of the item completed.
 - a. Includes additional cost above bulk shipment to permit owner to take staggered delivery of piping through May of 2024. Minimum staggered delivery will be four truckloads at a time (or required number to complete order) to be delivered within 2 weeks of request made.
 - b. Staggered Delivery Adder will only be paid if owner requests staggered delivery. Bulk delivery is subsidiary to the related pipe line item.

1.04 UNIT PRICE ITEMS

- A. Measurement for payment will be made by Engineer in the manner considered most practicable by Engineer. Payment for each unit price item of Work will be made at the unit price per respective unit of measurement bid therefore in the Bid Schedule. Such payments will be made in accordance with Article 13 of the ***General Conditions*** and as follows:
1. Items 1, 2 and 3 – 10" DR9, 14" DR9 and 14" DR 11 DIPS HDPE Pipe:
 - a. Includes furnishing and bulk shipment of pipe and appurtenant requirements as specified herein.
 - b. Unit of measurements: Linear feet of pipe furnished and delivered.
 2. Item 5 – 10" Gate Valve – FL, Handwheel:
 - a. Includes furnishing and bulk shipment of valves and appurtenant requirements as specified herein.
 - b. Unit of measurement: Each valve furnished and delivered.

3. Item 6 – 12” Gate Valve – MJ, Nut:
 - a. Includes furnishing and bulk shipment of valves and appurtenant requirements as specified herein.
 - b. Unit of measurement: Each valve furnished and delivered.
4. Alternate No. 1 Item 7 – 14” Butterfly Valve – MJ, Nut:
 - a. Includes furnishing and bulk shipment of valves and appurtenant requirements as specified herein.
 - b. Unit of measurement: Each valve furnished and delivered.
5. Alternate No. 2 Item 8 – 14” Gate Valve – MJ, Nut, Bevel Gear:
 - a. Includes furnishing and bulk shipment of valves and appurtenant requirements as specified herein.
 - b. Unit of measurement: Each valve furnished and delivered.

END OF SECTION

SECTION 01 33 00

SUBMITTALS**PART 1 GENERAL**

1.01 SHOP DRAWINGS

- A. If for hardcopy review, submit four (4) copies each; if for information only, submit one copy each.
- B. If for electronic review, submit PDF copy of each. Upon acceptable receipt of reviewed submittal by supplier, immediately furnish Engineer two (2) finalized hard copies for distribution.
- C. Clearly identify Project and Work, Contractor, Subcontractor or Supplier, reference **Specifications** sectional and **Drawing** sheet as applicable and itemized contents of submittal. Submittals lacking such identifications will be returned for resubmittal without further action by Engineer.
- D. Submittals shall include sufficient detail to determine if product meets **Specifications**.
- E. Date, sign, and certify each sheet of submittal regarding fulfillment of Contractor's submittal responsibilities and conformance with requirement of the Work and the **Contract Documents**. Submittals lacking such certifications will be returned for resubmittal without further action by Engineer.
- F. Corrections or comments made on the shop drawings and/or submittals during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for the review of the general compliance with the information given in the Contract Documents. The contractor is responsible for: Confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his or her work with that of all other trades and performing all work in a safe and satisfactory manner. Unless otherwise specified, Engineer will, within 14 days after receipt of a submittal for review, either:
 - 1. Return 2 hard copies or 1 pdf copy marked "REVIEWED" – no further action required;
 - 2. Return 2 hard copies or 1 pdf copy marked "FURNISH AS CORRECTED" – make indicated corrections, but resubmittal not required;
 - 3. Return 2 hard copies or 1 pdf copy marked "REVISE AND RESUBMIT" - make indicated revisions and resubmit; or
 - 4. Return 1 hard copy or 1 pdf copy marked "REJECTED" – re-do entire submittal.
- G. Provisions and requirements for original submittal apply to resubmittal

1.02 SAMPLES

- A. Submit 3 each.
- B. Clearly identify Project and Work, Contractor, Subcontractor or Supplier, reference **Specifications** section and **Drawing** sheet as applicable and itemized contents of submittal. Submittals lacking such identifications will be returned for re-submittal without further action by Engineer.
- C. Tag or permanently label each sample indicating Supplier and specified physical characteristic represented.
- D. Unless otherwise specified, Engineer will select product from manufacturer's standard line of colors, patterns, textures, materials, or equipment. Engineer will within 14 days after receipt, return 2 samples clearly marked as to Engineer's selection.

1.03 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEMS**A. Submit written application for review including:**

1. Certification that the proposed substitute will adequately perform the functions and achieve equivalent results called for by the general design, and that the proposed substitute is similar to, of equivalent substance as, and suited to the same uses as that specified;
2. Identification of all variations of the proposed substitute from that specified and any changes in the ***Contract Documents*** which would be required by the use or incorporation of the proposed substitute, including a statement that all such changes would be made without cost to Owner; and
3. Sufficient pertinent data about the proposed substitute to allow Engineer to verify equivalency with that specified, including availability of repair and replacement services. Such application must be received by Engineer at minimum two week prior to bid opening date.

B. Engineer will evaluate proposed substitutes considering all information and data submitted, and will be allowed a reasonable time to conduct such evaluation. Upon making a final decision, Engineer will either:

1. Retain entire submittal and notify Contractor in writing of authorization of the proposed substitute, including any conditions therefore; or
2. Return entire submittal with written justification for disallowance of the proposed substitute.

PART 2 PRODUCTS (Not Used)**PART 3 EXECUTION (Not Used)**

END OF SECTION

SECTION 01 42 19

REFERENCE STANDARDS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. Reference standards include published or standard specifications, codes, manuals, quality standards, test methods and procedures, and other similar requirements of a technical society, association, institute, or organization.
- B. Reference standards are the latest edition or revision thereof (including amendments or supplements) in effect at the time of Bid opening unless otherwise specified.
- C. If type, grade, or other option available under a reference standard is not specified, any of the types, grades, or options available may be selected.
- D. In the event of conflict between reference standard and **Contract Documents** or another reference standard, promptly notify Engineer in writing and, before proceeding with any Work affected thereby, obtain Engineer's written directions regarding resolution thereof.
- E. No provision, condition, or requirement of any reference standard (whether or not incorporated in the **Contract Documents** by reference) shall be effective to delete, change, or add to the duties, responsibilities, and authorities of Owner, Contractor, or Engineer set forth in the **Contract Documents**.

1.02 SCHEDULE OF REFERENCES

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street N.W. Washington, DC 20001
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331
AISC	American Institution of Steel Construction One East Wacker Drive, Suite 700 Chicago, IL 60601
AISI	American Iron and Steel Institute 680 Andersen Drive Pittsburgh, PA 15220
ANSI	American National Standards Institute 1899 L Street, NW, 11 th Floor Washington, DC 20036
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016
ASTM	ASTM International 100 Barr Harbor Drive, PO Box C700 West Conshohocken, PA 19428

AWS	American Welding Society 8669 NW 36 Street, #130 Miami, FL 33166
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
FS	Federal Specifications General Services Administration - Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
HI	Hydraulic Institute 6 Campus Drive First Floor North Parsippany NJ, 07054
IEEE	Institute of Electrical and Electronic Engineers 445 Hoes Lane Piscataway, NJ 08854
MSS	Manufacturers' Standardization Society of the Valve and Fittings Industry 127 Park Street N.E. Vienna, VA 22180
NACE	National Association of Corrosion Engineers 15835 Park Ten Place Houston, TX 77084
NEC	National Electrical Code (see NFPA)
NEMA	National Electrical Manufacturers Association 1300 North 17 th Street Suite 900 Arlington, VA 22209
NESC	National Electrical Safety Code (see IEEE)
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48113
SAE	Society of Automotive Engineers 400 Commonwealth Drive Warrendale, PA 15096
UL	UL LLC 333 Pfingsten Road Northbrook, IL 60062

PART 2 **PRODUCTS** (Not Used)

PART 3 **EXECUTION** (Not Used)

END OF SECTION

SPECIFICATIONS

DIVISION 33 ***UTILITIES***

SECTION 33 14 13

PIPING AND VALVES**PART 1 GENERAL**

1.01 SCOPE OF WORK

- A. NSF International: Pipe, fittings, service line, and equipment furnished under this Section shall be NSF 61 product certified.
- B. NSF International: Pipe, fittings, service line, and equipment furnished under this Section shall conform to NSF 372, Reduction of Lead in Drinking Water Act (2014), as applicable.

1.02 SUBMITTALS

- A. Submit product data to the Engineer for review in accordance with the **Section 01 33 00** for all pipe, fittings, equipment and appurtenances.
- B. Supplier shall also submit the following to the Engineer for approval:
 - 1. The Supplier of the material shall submit a Certificate of Compliance that the HDPE pipe and fittings furnished for this project are FM approved materials that meet or exceed the standards set forth in this specification. The Supplier shall submit these certificates to the Engineer prior to installation of the pipe materials.
- C. For items that do not meet all of the requirements of this specification, the bid/submittal shall include a written description of the deviations, along with data that show the magnitude and the justification for the deviation from the specification. The decision to accept material deviating from this specification shall be the responsibility of the specifying engineer and must be approved in writing.

1.03 REFERENCE DOCUMENTS AND STANDARDS

The standards and documents listed below may apply to the materials and practices in this specification. In the event of a conflict, the requirements of this specification prevail. Unless otherwise specified, references to documents shall mean the latest published edition of the referenced document in effect at the project bid date.

- A. ANSI/AWWA
 - 1. ANSI/AWWA C906 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) Through 63 In. (1,600 mm), for Water Distribution and Transmission
 - 2. AWWA M55 Manual of Water Supply Practices, PE Pipe-Design and Installation
- B. Plastics Pipe Institute, PPI
 - 1. PPI Handbook of Polyethylene Pipe – 2009 (2nd Edition)
 - 2. PPI Material Handling Guide for HDPE Pipe and Fittings
- C. ASTM
 - 1. ASTM F 714 Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
 - 2. ASTM D 2774 Standard Practice for Underground Installation of Thermoplastic Pressure Piping

3. ASTM D 3035 Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter
4. ASTM D 3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials

1.04 PIPE PRE-PRODUCTION MEETING

- A. Prior to production or delivery of any pipe products, the engineer will coordinate a virtual pre-production meeting. Attendance by a representative of the supplier, pipe manufacturer, owner, and consulting engineer is mandatory. Intent of the meeting will be to discuss topics including: specific requirements of these bidding documents, production and delivery schedule, quality control, shipping/unloading and logistics.

PART 2 PRODUCTS

2.01 HIGH DENSITY POLYETHYLENE MATERIALS

A. Resin and Material Requirements

1. All material shall be manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D 3350 with a minimum cell classification of 445474C. HDPE pipe and fittings shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. HDPE products shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

B. HDPE Pipe

1. Pipe shall be made of HDPE material with a minimum material designation code of PE4710 and with a minimum Cell Classification as noted in 2.01.A. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black of not less than 2 percent. The manufacture of the HDPE resin shall certify the cell classification indicated.
2. Pipe sizes 3" and larger shall have a manufacturing standard of ASTM F 714, while pipe smaller than 3" shall be manufactured to the dimensional requirements listed in ASTM D 3035. Dimension Ratio (DR) and Outside Diameter (IPS/DIPS) shall be as specified on the bid schedule.
3. Pipe shall meet AWWA C901 (1/2" to 3") or AWWA C906 (4" to 63"), and shall be NSF-61 product-certified for potable water.
4. Color coding is required. The color coding shall be permanently co-extruded stripes on the pipe outside surface as part of the pipe's manufacturing process. Color coding shall be as follows:
 - a. Water – blue.
5. Pipe shall be supplied as 50' minimum joint length.
6. All pipe shall be supplied by one manufacturer.
7. All pipe shall be new, and have been manufactured within 3 months of the date of delivery.
8. Pipe manufacturer shall supply an affidavit that all delivered materials complied with AWWA C906
9. Owner reserves the right to conduct pre-production and production inspection at the plant in accordance with AWWA C906.

10. Owner reserves the right to have all testing documentation supplied in electronic PDF format for furnished material.

2.02 VALVES

- A. Butterfly Valves: AWWA C504 Class 150 B with buried service operator; Mechanical Joint Ends; Buna N or EPDM rubber seat; self-adjusting packing; one-piece stainless steel shaft; extra-heavy cast iron body; large, chemically inert nylon bearings; a tamper-proof disc centering mechanism which maintains positive disc alignment without play; 2" operating nut with valve extension stem and valve box; counter clockwise (left) opening directions; NSF 61 Product Certified; conform to NSF 372, Reduction of Lead in Drinking Water Act (2014), as applicable; Pratt Groundhog, Kennedy Valve Style 4500, or pre-approved equal.
- B. Gate Valves
 1. 12" and Smaller: AWWA C515; resilient seat; non-rising stainless-steel stem; stainless steel bonnet bolts, smooth, full diameter waterway with no recesses or protrusions at invert; "O" ring seals; flanged or mechanical joint as indicated on bid schedule; 200 psi minimum pressure rating; buried service with epoxy coating inside and outside in accordance with AWWA C550; handwheel or 2" square operating nut as indicated on bid schedule; counterclockwise (left) opening direction; 10-year workmanship and materials warranty; NSF 61 Product Certified; conform to NSF 372, Reduction of Lead in Drinking Water Act (2014), as applicable; Valve shall be American AVK Series 65, Mueller A-2361, Clow Model 2638, or pre-approved equal.
 2. 14" and Larger: AWWA C509; resilient seat; non-rising stainless-steel stem; stainless steel bonnet bolts, smooth, full diameter waterway with no recesses or protrusions at invert; "O" ring seals; mechanical joint; 200 psi minimum pressure rating; buried service with epoxy coating inside and outside in accordance with AWWA C550; 2" square operating nut; counterclockwise (left) opening direction; 10-year workmanship and materials warranty; NSF 61 Product Certified; conform to NSF 372, Reduction of Lead in Drinking Water Act (2014), as applicable; Valve shall be American AVK Series 45, Mueller A-2362, Clow Model 2639, or pre-approved equal.
 3. Gate Valves 14" and larger shall be equipped with right-angle bevel gear and 2" operating nut.

PART 3 EXECUTION

3.01 TRANSPORTATION, UNLOADING, HANDLING, AND STORAGE

- A. The manufacturer shall package product in a manner designed to deliver the pipe and equipment to the project neatly, intact and without physical damage. During transportation each pipe shall rest on suitable pads, strips skids, or blocks securely wedged or tied in place.
- B. During loading, transportation, and unloading, every precaution should be taken to prevent damage to the pipe. The handling of the pipeline shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Cuts and gouges or other defects shall be grounds for rejection.
- C. Handle the pipe in accordance with the PPI Handbook of Polyethylene Pipe (2nd Edition), Chapter 2. All pipe and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe. All pipe and fittings shall be subjected to visual inspection at time of delivery.
- D. Materials, if stored, shall be kept safe from damage and shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe shall not be stored close to heat sources.

- E. The interior of the pipe as well as all sealing surfaces of mating components (i.e., flange faces) shall be kept free from dirt or foreign matter at all times. The open ends of all sections of joined and/or installed pipe (not in service) shall be plugged to prevent insects, animals, or foreign material from entering the pipe line or pipe section. The practice of stuffing cloth or paper in the open ends of the pipe will not be permitted.
- F. Supplier is responsible for shipping to the laydown yard or pipeline right-of-way as directed by Owner. Owner will provide for unloading of materials during normal business hours, with suitable prior notice of delivery. Delivery trucks shall be capable of traveling on the pipeline right-of-way.

3.02 RECEIPT INSPECTION

- A. All pipe and equipment shall be subjected to visual inspection at time of delivery and before they are installed or lowered into the trench to be laid. Defective, damaged, or unsound pipe or equipment will be rejected. Cuts, punctures, or gouges are not acceptable and will be rejected.

END OF SECTION

APPENDIX A

Laydown Yard Figure



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider bidding the installation of a pipe stopple at the Water Treatment Plant.

SUMMARY RECOMMENDATION Bid stopple installation.

BACKGROUND The Water Treatment Plant produces finished water which is then sent to the clearwells for storage immediately prior to entering the main distribution or “high service” pumps. These high service pumps require periodic maintenance. In preparation of doing service on one of the pumps, it was determined that the valve used to isolate the pump was non-functional. After investigation, it was determined that there was no valve capable of isolating the north clearwell from the system, so the pumps cannot be maintained without draining the clearwell and taking the high service pumps offline causing a major disruption to the City’s water supply.

An alternative would be to add in the necessary valve while the system was in-service. A special kind of valve known as a “stopples” is available that allows the valve to be installed during operation. This is a fairly expensive solution, but it will also provide an operable valve where one is needed.

FINANCIAL INFORMATION Funds for this project will come from the City's Water/Sewer Capital Reserve Fund.

SUGGESTED MOTION I move to allow bidding for the installation of a pipe stopple at the Water Treatment Plant.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a change order for City Hall Phase II project.

SUMMARY RECOMMENDATION City Staff recommends authorizing the change orders.

BACKGROUND The following change orders are part of the Phase II renovation of City Hall and issues they have encountered while doing the renovation and relocation of the 911 center.

- \$300.00 - Gateway: Add two additional Cat 6 cables for the 911 center and clerk office analog backup service.
- \$4,200.00 - Gateway: To install delayed egress door hardware in the police department that meets the fire code.
- \$2,369.17 - CTI: Travel and work time on June 26, 2023, for courtroom electronics. The work had to be stopped due to construction delays caused by the wood and trim vendor going out of business and McCown Gordon having to find a new vendor.
- \$2,075.00 - CO 70: Koehn: To repair the west steps.
- \$2,492.19 - CO 71: Kelley Electric
- \$1,612.20 - CO 72: New locking mechanism
- \$5,658.49 - CO 73: McCown Gordon finish work on the existing trim and wall.

The total of these change orders is \$18,707.05.

FINANCIAL INFORMATION The owner contingency fund balance is \$25,767.44 and will be \$7,060.39 after these change orders.

SUGGESTED MOTION I move to approve change orders for City Hall Phase II project in the amount of \$18,707.05

SUPPORTING DOCUMENTS

1. Gateway #10
2. Gateway #11
3. CTI
4. CO 70
5. CO 71
6. CO 72
7. CO 73



Gateway Wireless & Network Services

V- (316) 264-0037 / (800) 365-4283 F- (316) 264-9561 121 S. Lulu Wichita, KS 67211

Gateway Price Request #10 City of Independence

July 14, 2023

Scope of Work

Gateway is providing a price to provide the labor and materials necessary to install 2 new Cat6 cables routed to the copy/fax machines at City Hall. All new cables will be installed in a professional manner. All cables will be terminated by Gateway on both ends. Price does not include any conduit or sleeves.

QTY	PART #	DESCRIPTION	UNIT COST	EXTENDED
1	NA	Standard Dual Cat6 cable drop	\$300.00	\$300.00
				\$300.00

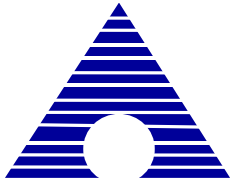
Thank you for asking Gateway Wireless & Network Services to quote on this project. The total cost for Price Request #10 is \$300.00. We are looking forward to working with you on this proposal. If you have any questions please feel free to give me a call.

Sincerely,

Brent W. Renberger

Authorized signature to go ahead and complete the work described above.

Date



Gateway Wireless & Network Services

V- (316) 264-0037 / (800) 365-4283 F- (316) 264-9561 121 S. Lulu Wichita, KS 67211

Gateway Price Request #11 City of Independence

July 28, 2023

Scope of Work

Gateway is providing a price to provide the labor and materials necessary to install delayed egress hardware on the door leading into the hallway on the north end of the City Hall building.

QTY	PART #	DESCRIPTION	UNIT COST	EXTENDED
1	NA	Delayed egress install at City Hall	\$4,200.00	\$4,200.00
				\$4,200.00

Thank you for asking Gateway Wireless & Network Services to quote on this project. The total cost for Price Request #11 is \$4,200.00. We are looking forward to working with you on this proposal. If you have any questions please feel free to give me a call.

Sincerely,

Brent W. Renberger

_____ Authorized signature to go ahead and complete the work described above.

_____ Date



CHANGE ORDER

City Independence KS

City Hall Courtroom

DATE

Monday, June 26, 2023

PREPARED BY

Tim Wright
Design Consultant



Change Order

Project Delay

Proposal Number: J22100225

CO Number: ECO-04

Proposal Date: 6/26/2023

Prepared for: City Independence KS

Attn: David Schwenker

Phone:

Email: davids@independenceks.gov

Prepared by: Tim Wright

Phone: 515-297-8740

Email: Tim.Wright@cti.com

Scope of Work

Description of Change

Added labor charge for multiple trips due to project delay.



Totals

Description	Price
Implementation Services Total	\$2,369.17
Freight	\$0.00
Subtotal	\$2,369.17
Tax	\$0.00
Total	\$2,369.17



Bill of Materials



Labor

Description	Labor Hours	Labor Rates	Ext. Price
Administration	0.00	\$74.00	\$0.00
Programming/Commissioning	0.00	\$130.00	\$0.00
Rack Cert	0.00	\$130.00	\$0.00
Installation Labor / Training	0.00	\$103.00	\$0.00
Engineering	0.00	\$130.00	\$0.00
Drafting	0.00	\$103.00	\$0.00
Consulting	0.00	\$130.00	\$0.00
Touch panel & Graphic Design	0.00	\$103.00	\$0.00
Project Management	3.00	\$130.00	\$390.00
Travel-Install Labor	24.00	\$74.00	\$1,776.00
Audio/DSP Programming	0.00	\$130.00	\$0.00
Corp Rack Build	0.00	\$103.00	\$0.00
Structured Cabling	0.00	\$74.00	\$0.00

Total Labor: \$2,166.00



Change Order Acceptance

Notice of Acceptance

I hereby agree to the listed changes to the original scope of work. Original contract terms and conditions remain in effect. Shipping and handling fee are estimated and will be billed as an actual charge. State and local taxes will be incurred as applicable.

Please return this signed and dated acceptance to Tim Wright for change order work to commence. Form can be emailed to Tim.Wright@cti.com or faxed to (855) 329-2844. Thank you.

Bill to

City Independence KS
811 W. Laurel St.
Independence, KS 67301

Ship to

City Independence KS
811 W. Laurel St.
Independence, KS 67301

Total
J22100225 – \$2,369.17

Agreed and Accepted by:

Customer Signature

Printed Name

Title

Date

CTI Signature

Printed Name

Title

Date

McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: +13162025611

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #070: CE #155 - Stair Patches

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	070 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	8/3/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #155 - Stair Patches

CHANGE ORDER REQUEST DESCRIPTION:

CE #155 - Stair Patches
Stair patches and buggy for pouring concrete

ATTACHMENTS:

[FW_City Hall.msg](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
070	City of Independence Kansas	CE #155 - Stair Patches		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 070: CE #155 - Stair Patches

#	Budget Code	Description	Amount
1	CH.3-05001.S City Hall Main Job.Concrete Flatwork Bid - Koehn.Subcontractor	Stair Patches	\$2,075.00
2	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(2,212.78)
Subtotal:			\$(137.78)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$36.31
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (≈ -46.81% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$47.50
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$53.97
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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McCownGordon

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Page 2 of 2

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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: +13162025611

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #071: CE #160 - Misc. Electrical

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	071 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	8/4/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #160 - Misc. Electrical

CHANGE ORDER REQUEST DESCRIPTION:

CE #160 - Misc. Electrical

Cut-in 4 data boxes for AT&T in dispatch = \$200.00

4 – D1 Light fixtures in IT room suspended ceiling was deleted = \$800.00

Rerouted 2 outside lights on the Westside due to the pipes being corroded = \$479.00

Pulled 5 - CAT6 from 1st floor to 3rd floor = \$375.00

Provided 5 door access panels = \$433.00

Added 1 data box in open office first floor = \$50.00

TOTAL COST = \$2,337.00

ATTACHMENTS:

[Fw_Change Order_City Hall.msg](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
071	City of Independence Kansas	CE #160 - Misc. Electrical		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 071: CE #160 - Misc. Electrical

#	Budget Code	Description	Amount
1	CH.16-05001.S City Hall Main Job.Electrical - Kelly Electric.Subcontractor	Misc. Electrical	\$2,337.00
2	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(2,492.19)
Subtotal:			\$(155.19)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$40.90
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (≈ -46.81% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$53.50
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$60.79
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: +13162025611

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Potential Change Order #072: CE #161 - Door 137 lock

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
PCO NUMBER/REVISION:	072 / 0	CONTRACT:	07-1388 - City Hall Reno & Fire/EMS Add
REQUEST RECEIVED FROM:		CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
STATUS:	Draft	CREATED DATE:	8/4/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	#072 - CE #161 - Door 137 lock
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: CE #161 - Door 137 lock

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #161 - Door 137 lock
Door 137 lock mechanism

ATTACHMENTS:

[8200 Series Mortise Lock Catalog 29.pdf](#) , [_Lock Body Quote.doc](#)

#	Budget Code	Description	Amount
1	CH.8-20002.S City Hall Main Job.DFH Bid - Topeka Foundry.Subcontractor	Door 137 Lock	\$1,158.00
2	CH SP.8-71001.L City Hall Self Perform.Door Hardware.Labor	Labor	\$360.00
3	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(1,612.20)
Subtotal:			\$(94.20)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$20.27
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (≈ -46.81% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$34.61
Construction Contingency (≈ -99.99% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$39.32
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: +13162025611

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #073: CE #162 - Caulking existing Tr

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	073 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	8/4/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #162 - Caulking existing Tr

CHANGE ORDER REQUEST DESCRIPTION:

CE #162 - Caulking existing Trim

Per the punch list walk material, labor and supervision to caulk existing trim.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
073	City of Independence Kansas	CE #162 - Caulking existing Tr		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 073: CE #162 - Caulking existing Tr

#	Budget Code	Description	Amount
1	CH SP.6-20010.L City Hall Self Perform.Standing/Running Trim.Labor	40 hours labor 20 second floor 20 for first floor	\$3,600.00
2	CH SP.6-20010.M City Hall Self Perform.Standing/Running Trim.Material	Caulking material	\$600.00
3	CH.1-10002.L City Hall Main Job.Sr. Superintendent.Labor	Supervision	\$424.00
4	1-75002.M Perdiem.Material	Perdiem	\$775.00
5	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(5,658.49)
Subtotal:			\$(259.49)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$0.00
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (≈ -46.81% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$121.48
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$138.01
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023**

Department Admin

Director Approval John Garris

AGENDA ITEM Consider requesting proposals for the installation of two electric vehicle (EV) charging stations at the City parking lot at the north east corner of 6th and Laurel St. and application for grants associated with these stations.

SUMMARY RECOMMENDATION Request proposals.

BACKGROUND The only publicly available EV charging stations are located at the far east of Independence near the Evergy offices near the intersection of Cement and Main. It is thought that having a charging station may increase business for the downtown area as vehicles are charging.

With the planned refurbishment of the parking lot, this would be an opportune time to install these charging stations in an area that's close to the business district. A brochure with additional information is attached.

The primary hurdle to the installation of the EV charging stations is economic – most locations charge in the range of \$4 to \$5 an hour for charging, which would (given sufficient use) cover annual maintenance and subscription charges (\$2,854) plus costs of electricity. It would not cover the capital charges associated with installation.

It is thought that getting proposals for the furnishing and installation would provide cost certainty for the Commission to make a decision on the practicality of using City funds to assist in the installation. It is also likely that a clearer picture of available grant funding would be available at that time to better understand the full financial commitment that would be required for the EV charging stations.

FINANCIAL INFORMATION No costs are anticipated to be incurred to request for proposals.

SUGGESTED MOTION I move to request proposals for the furnishing and installation of two electric vehicle charging stations at the City parking lot at the northeast corner of 6th and Laurel and to apply for grants associated with this installation.

SUPPORTING DOCUMENTS

1. RFP EV Charging
2. 4 Reasons You Need to Future-Proof Your City with EV Charging Infrastructure

REQUEST FOR PROPOSALS

The City of Independence, Kansas, is accepting proposals for engineering services for the installation of two electric vehicle (EV) charging stations, meeting all attached requirements.

Proposals will be in the office of the City Clerk, 811 W. Laurel Street, Independence, KS. 67301, on or before 2:00 P.M. Thursday, September 6th. Proposals shall be enclosed in a sealed envelope plainly marked on the outside "EV Charging Stations". If proposal is mailed, the original envelope shall be enclosed in a separate envelope addressed to the City Clerk, also plainly marked on the outside as stated above. The apparent low proposal will then be presented to the Independence City Commission at their next regular meeting for their formal action.

The City reserves the right to accept or reject any or all proposals or to waive any irregularities should any occur as may best benefit the City. The City Manager may require that no proposer may withdraw a proposal for a period of up to forty-five (45) days after the date and hour set for opening proposals, but that a proposal may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted proposals.



Lacey Lies, Director of Finance

08/04/2023

Date



The purpose of this request for proposal (RFP) is to solicit proposals from qualified electric vehicle (EV) charging station Contractors for the design, engineering, and installation of two electric vehicle charging stations.

Stations are to be located at a City-owned parking lot at the northeast corner of 6th St. and Laurel St, in Independence, Kansas. The goal of this project is to increase business activity on Independence's Main Street by providing accessible EV charging options.

Equipment requirements:

Stations should be Level 2 or Level 3 Fast Chargers, focusing on Level 2 chargers, which is the most likely item to be selected. Contractors should provide cost estimates for both options, if applicable.

Stations should incorporate security design elements such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating.

Equipment should be able to withstand varying temperatures and weather conditions.

Equipment display screens should be user-friendly, easy to operate, and readable both in direct sunlight and at night.

Equipment must comply with the Americans with Disabilities Act requirements, NEC Article 625, IEC 61851, and all applicable state or local codes.

Proposal requirements:

Detail the safety measures of the system, including information for emergency services in case of incidents such as fire.

Outline maintenance requirements for the installed equipment, as well as estimated annual maintenance costs.

Include any additional services or features offered by the Contractor, such as mobile app integration and payment systems.

Must include a detailed cost breakdown, including itemized costs for equipment, installation, subscription charges, and any additional services provided.

Additionally, the Contractor should assist the City in identifying and applying for external grant funding to further support this project.

Proposals shall address the following items:

1. *Qualifications and Experience.* Detailed information on the history, qualifications, and experience of the firm and key personnel participating on the project, including identifying the project manager.
2. *References.* A minimum of three project references with contact information for similar projects completed or substantially completed within the last five years. Project references shall be applicable to the specific project manager and key team members proposed for this project. Project references shall include the size of the contract, community size, and project outcome.
3. *Review of Preliminary Scope of Work and Schedule.* Review the scope of work and provide comments concerning the firm's understanding and role in meeting the scope of work and recommendations for additional services beneficial to the development of the plan. Provide a schedule aligned with key tasks as described in the RFP, with any additions or modifications recommended in the proposal.
4. *Project Approach.* Provide a detailed description of the project approach proposed for this project.

The Contractor(s) will be evaluated based on their qualifications, experience, approach, and schedule. The project will be awarded on a time and materials not-to-exceed basis.

INSTRUCTIONS:

Submissions must include two (2) hard copies and one (1) electronic PDF copy of the proposal by 2:00 P.M. CST on September 6, 2023. Email copies should be sent to

engineer@independencex.gov

Proposals shall be directed to:

John Garriss, City Engineer

Proposals **must** be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.



evconnect



4 Reasons Why

You Need to Future
Proof Your City with EV
Charging Infrastructure



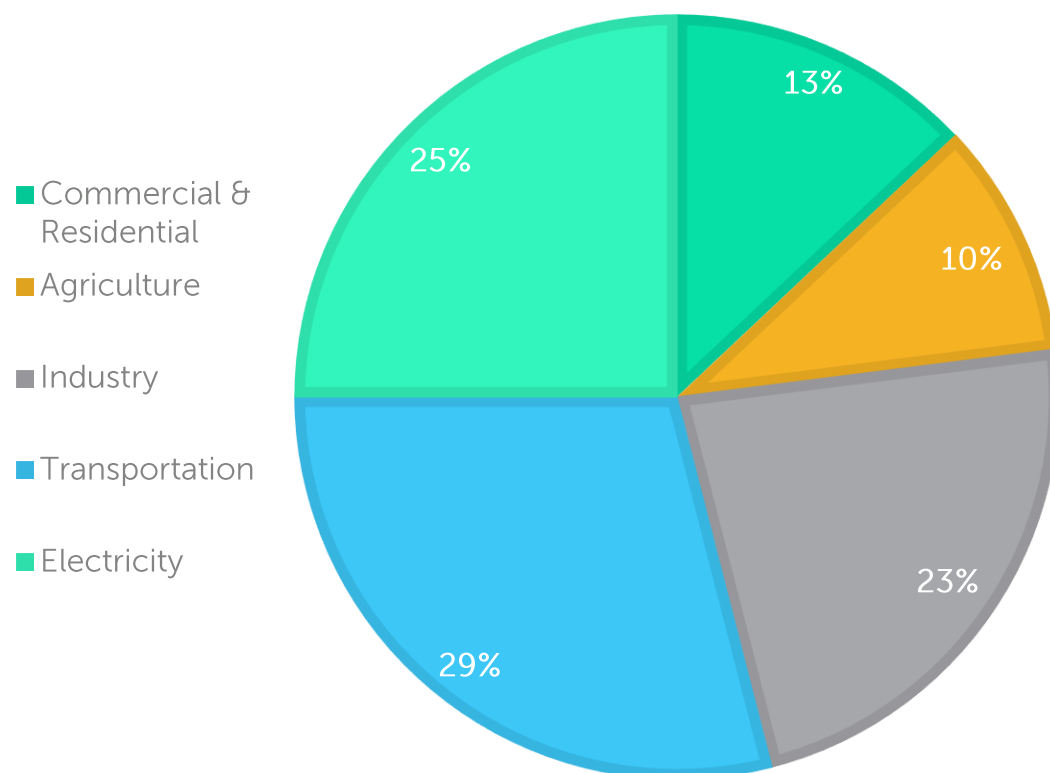
(888) 780-0062
info@evconnect.com
evconnect.com

Introduction



The Role of Governments

In 2020, we learned that global change can be sudden, unexpected, and disorienting. We also learned that the human, economic, and environmental impacts of global change are worse than previously assumed, requiring bold and urgent action to create a better future.



[Total US Greenhouse Gas Emissions](#) by Economic Sector in 2019

Consider the evolving relationship between cities and mobility. Cities have traditionally responded to the growth in population and mobility by expanding the transportation supply chain. However, the transportation sector generates the largest share of CO₂ emissions, accounting for about **29%** of total U.S. green house gas emissions. From 1990 to 2019, total transportation emissions have increased due to increased demand for travel. Although, emissions from this sector have plummeted by **15%** due to the pandemic, now is the time for cities to make a positive and lasting impact by reducing greenhouse gas emissions and providing sustainable solutions.

One way that city leader can embrace a cleaner tomorrow and future-proof their city is with electric vehicle (EV) charging. From a federal perspective, President Joe Biden has prioritized EV charging infrastructure under his [\\$2 trillion infrastructure bill](#) and has committed to 500,000 EV charging stations installed across the U.S. by 2030. We're seeing more public policies at the federal, state, and local levels pushing in the same direction. Major automakers, like [General Motors](#), have detailed plans to electrify large portions of their fleets, with some announcing goals for fully electrified lineups in five years.

While EV adoption and EV charging are a globally growing trend, there are cities and local governments who have yet to adopt electrification or consider installing EV charging. In this guide we've outlined four reasons why cities and local governments should start future-proofing there communities and lead the charge on electrification.



Address Sustainability Goals



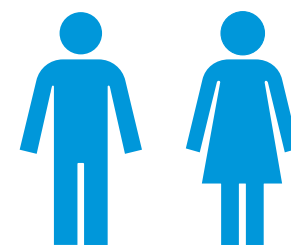
Promote Transportation Electrification

Cities and local governments around the world understand the reliance on fossil fuels to power cars, buses, trucks, and delivery fleets. Transportation is a lifeline for many—connecting them to people, places, and possibilities. It also builds thriving communities, creates jobs, eases traffic congestion and promotes a cleaner environment. However, **90%** of transportation pollution comes from the combustion of petroleum-based products, like gasoline, in internal combustion engines, which causes poor air quality and the associated public health issues, creating a rise in healthcare costs.



34M

People board public transportation.



\$74B

Industry that employs 435,000 people

American Public Transportation Association: [Public Transportation Facts](#)

In a [2020 report](#), cities and their economic vitality are threatened by climate change, with nearly **96%** of U.S. cities experiencing a change in at least one climate impact in the past five years. In addition, according to the United Nations (UN), [68% of the population](#) could live in cities by 2050, adding 2.5 billion people to these areas.



In the face of this rising urbanization, many cities have already begun to adopt more eco-friendly practices and are setting various goals to scale electric vehicle adoption. For example, the city of Los Angeles (LA) in California has installed over [10,000 EV charging stations](#). In fact, LA joins 19 other cities worldwide that have set a target of zero or near-zero net carbon emissions by 2050, which is achievable with the promotion of EV adoption, EV charging, and renewable energy resources.

Cities are on the front lines as major decision makers when it comes to transportation and infrastructure planning. The future of today's cities are in the hands of city planners, sustainability directors, and legislators. By electrifying vehicles and enabling EV charging in urban, metropolitan, as well as rural locations across the U.S, you'll not only reach your city's zero-emission goals, but also encourage your community to transition into renewable energy.



Boost Your Local Economy



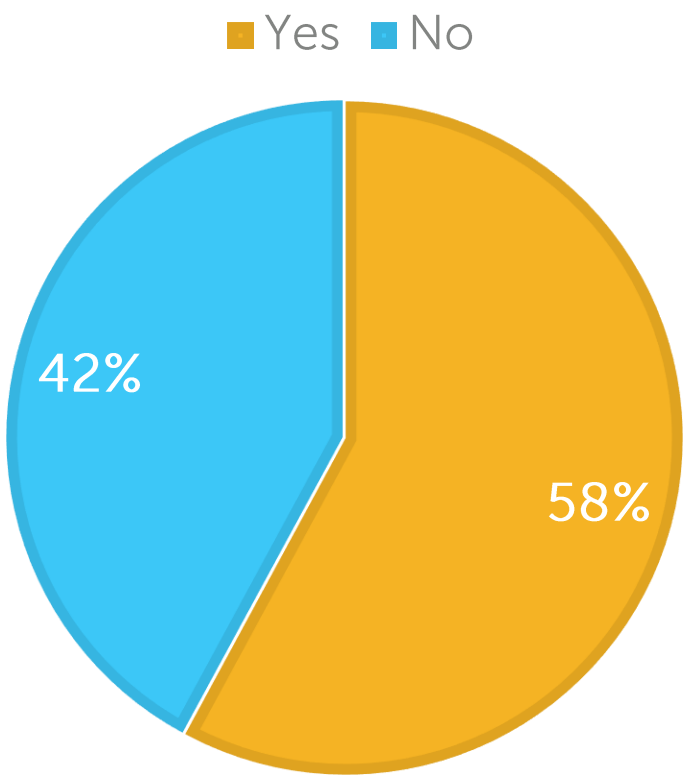
Attract Visitors and New Residents

Cities and municipalities that invest in electric vehicle charging will make their city more attractive for future residents and visitors. EV drivers appreciate communities with charging stations at shopping centers, city lots, and municipal buildings—often becoming preferred places to live, visit, and shop. By investing in your city’s infrastructure with EV charging stations, you’ll boost economic growth in your local community.

Picture it this way: as more consumers drive EVs, providing the best driver experience will not only bring in new customers to businesses in your city, but [one study](#) shows EV drivers spend more time local shops and they also tend to spend more money while shopping.



Cities can also financially benefit by adding EV charging stations. Cities can choose to bill drivers as incremental revenue stream. In a recent EV Connect survey, we asked city planners, sustainability directors, and legislators who were interested or already in the process of installing EV charging in their city, if they planned to charge visitors for using the charging stations. The chart on the right shows that **58%** of cities are already planning or considering charging a fee for EV drivers to use public charging stations.



While many public charging stations remain free to EV drivers today, we anticipate that will change overtime as more and more EV drivers are on the road.

\$2.6 billion in active utility and local government incentive programs supporting EV charging!

Visit evconnect.com/incentives



A significant barrier for municipalities is the initial upfront cost of the charging infrastructure, installation and maintenance. Although EV charging may seem daunting, expensive, and perhaps better suited for larger cities, such as Los Angeles, New York, Copenhagen, London, etc. There are mandates, funding, and grants readily accessible to support the hardware and installation costs of EV charging for cities of all sizes.

Local Resources

Local regional planning commissions and local economic development boards are a good start for assessing options for financing. They often have the most up-to-date information on how and where to access incentive programs and may even know of local grants that support EV infrastructure.

State Agency Resources

To accomplish transportation electrification, many states have implemented incentives to promote EV adoption and infrastructure. New York state, for example, provides incentives and rebates for purchasing and installing EV charging infrastructure through programs like Charge Ready New York, offering public and private organizations that install Level 2 EV charging stations at public parking facilities, workplaces, and multifamily apartment buildings rebate savings of **30% to 80%**.

Federal Incentives

The federal government offers resources for education about EV transition and financing options include federal tax credits, grants and incentives. The [30C Tax credit](#), is a federal tax credit that covers **30%** of the cost of a qualified property or up to **\$30,000** for all alternative fuel infrastructure installed and commissioned. In addition, local governments can take advantage of federal grants for transportation funding and apply those funds to EVs and related infrastructure.

Utilities

Utilities play an important role in expanding EV charging. Many of these utilities have established discounted rates, rebates, and incentives to deploy manageable and scalable charging in public places. For example, this summer, Southern California Edison (SCE) will be re-launching their robust [Charge Ready program](#) with a \$432M in additional funding to support EV charging infrastructure and meet the growing demand of EV adoption.



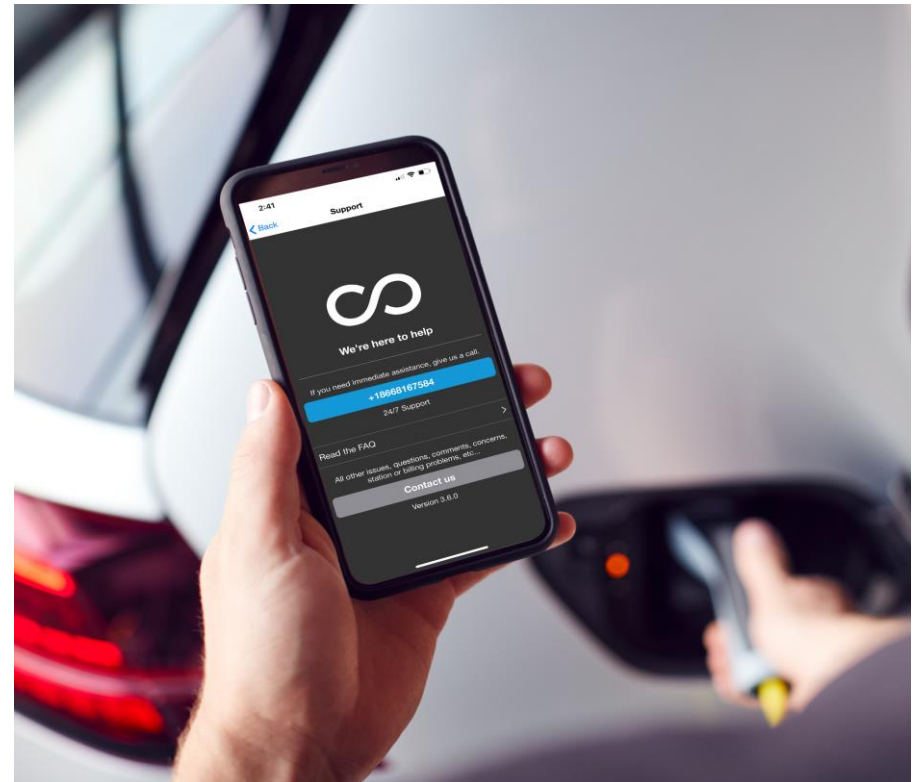
Deliver a Sustainable Future



The Installation Process is Easy

It's true that the construction and expansion of EV charging infrastructure can be complex and somewhat challenging. However, installing and managing EV charging infrastructure is not as complicated as it once was. City planners need to select a partner to guide them throughout the installation process. The higher the quality of collaboration and value-engineered, the more effective and turnkey EV charging will be.

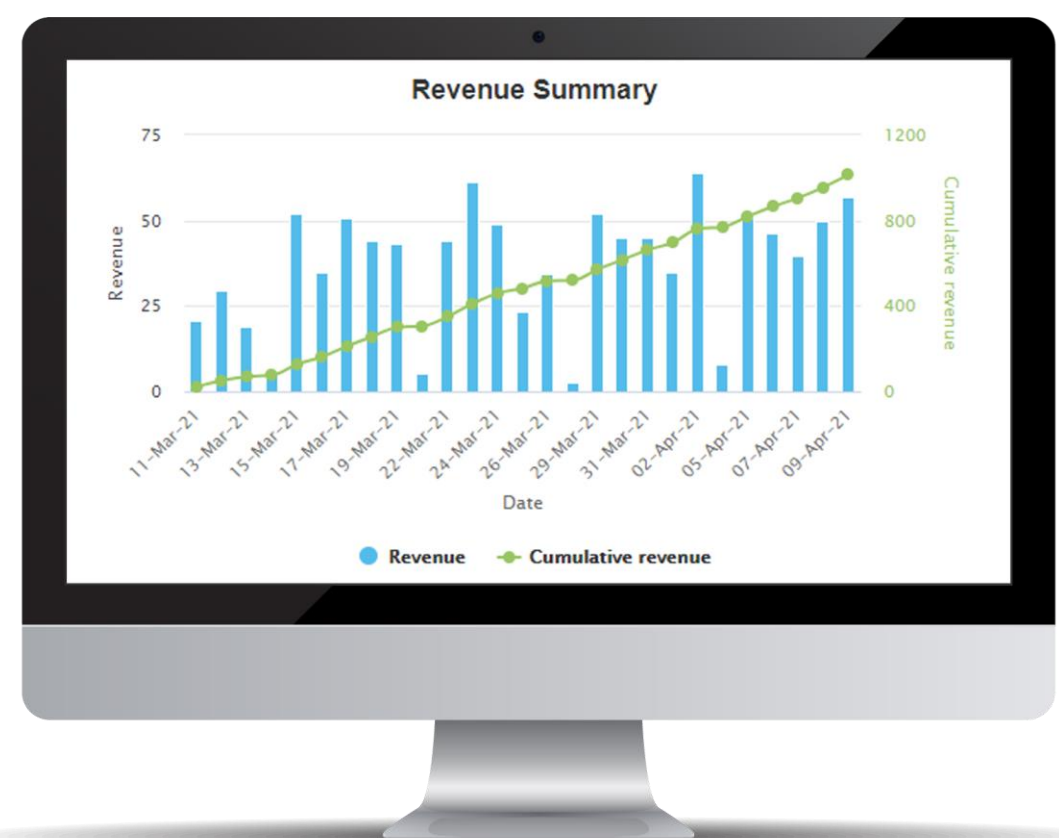
EV Connect has successfully launched charging infrastructure projects in more than 73 municipalities across the U.S. We know how to help navigate obstacles many cities face today. We do the heavy lifting by helping with the ordering, project management, installation, customer service, and long-term needs of your charging stations—guiding you throughout the entire process to deliver a seamless EV charging experience. In addition, our EV Connect software is compatible with dozens of charging stations so you have flexibility.



Our turnkey EV charging solutions offer flexibility for more streamlined adaptations or upgrades in the future by reducing the constraints that some manufacturers put on their charging station hardware. It gives our customers the ability to manage access, pricing, and performance on their stations from anywhere, anytime — all backed with premium 24/7 customer support.

Modern EV Charging Management

- Control access to charging stations to specified driver groups
- Set your pricing policies to increase station utilization and increase revenue
- Ensure a positive driver experience with an industry-leading EV charging mobile app
- Your choice of EV charging stations



Go Green with EV Connect



Accelerate your Sustainability Initiatives for Your City

As cities and municipalities continue to be the forefront of electrifying transportation, it presents an opportunity for cities to market themselves as leaders in sustainability and alternative transportation while enjoying significant economic and environmental benefits. By installing electric vehicle charging stations at strategic points throughout the city, city leaders can provide a valuable service to their residents and visitors.

Are you ready to bring EV charging to your city?



About EV Connect

EV Connect is on a mission to build a better planet by enabling electricity as a transportation fuel. Through its innovative and open charging cloud platform, EV Connect simplifies the set-up, management, and optimization of charging services with premium customer support, from installation to the driver experience. EV Connect guides companies of all sizes in managing networks of chargers and delivers a seamless EV charging experience that empowers drivers.

Established in 2010, EV Connect customers include Avista Utilities, Love’s Travel Stops, Verizon, Marriott, Hilton, Western Digital, ADP, New York Power Authority, and numerous municipalities.

10 Years of Experience

10K+ Stations Managed

100K+ Customers Served

30M+ Electric Miles Provided

› **Serving Industry Leaders Around the World**





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 10, 2023

Department Street

Director Approval John Garris

AGENDA ITEM Consider awarding a change order on the 2023 Mill and Overlay of Myrtle St. to Heckert Construction.

SUMMARY RECOMMENDATION Award a change order on the 2023 Mill and Overlay of Myrtle St. project to Heckert Construction.

BACKGROUND On June 13, 2023, bids were opened for the Mill and Overlay of Myrtle St. There were two bidders. The low bidder, Heckert Construction was low by \$32,248 with a bid of \$217,765. The bid is unit price, so additional areas were reviewed, and the cost estimates below are based on the unit prices in the Heckert bid. Heckert has reviewed the areas in question and validated that their unit prices would cover the work. The following areas, in order, are recommended. Note: There is no milling at the VFW lot.

Attached is a document that shows the location of three of the four areas. The fourth area, Wells Drive, is an approximate area approximately 200' south of the new culvert.

	Total Cost
Parking Lot	\$ 8,610
E. Cedar	\$ 9,780
Spruce	\$ 15,984
Wells	\$ 6,573
	\$ 40,947

FINANCIAL INFORMATION Funds for the Parking Lot project would come from the City's 2023 street bond issuance, which allowed for parking lot improvements. The other improvements (up to \$32,337) would be paid from the Street Capital Funding, Fund 22.

SUGGESTED MOTION I move to award a change order for (choose streets) in the amount shown and the execution of any necessary documents.

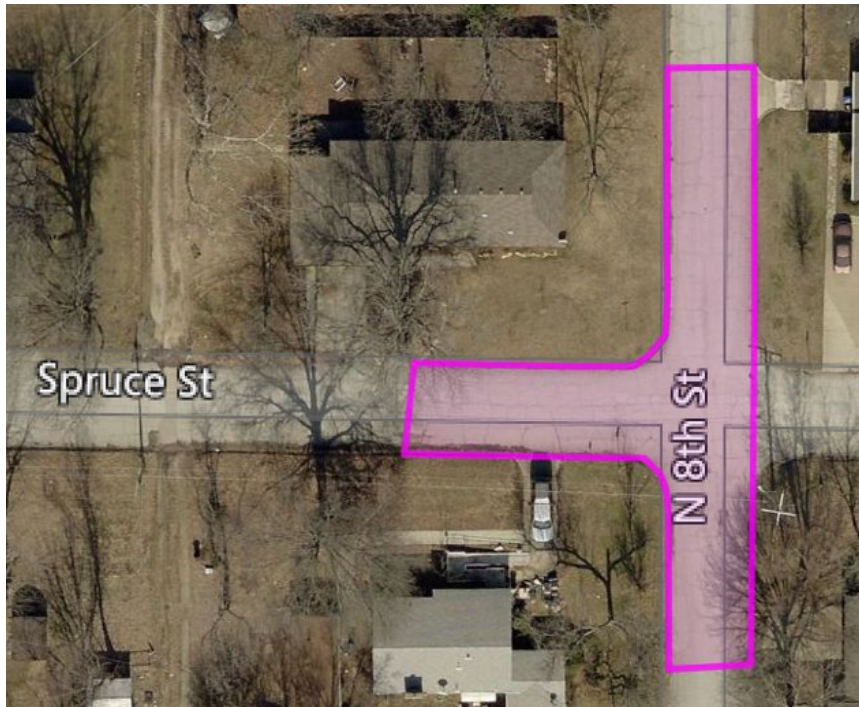
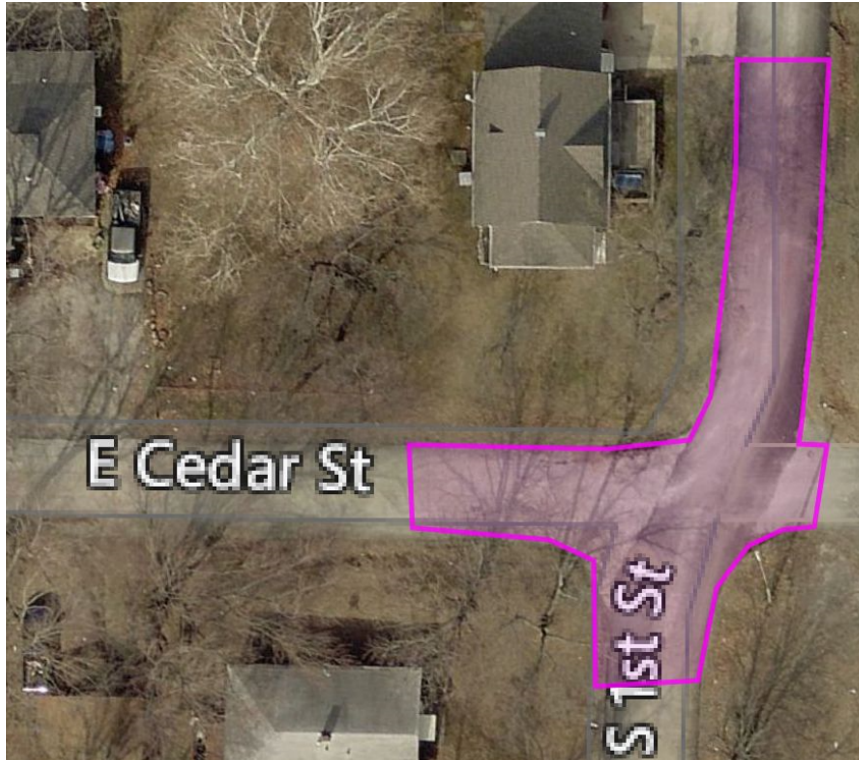
SUPPORTING DOCUMENTS

1. Change Order for Paving

Change Order for Paving, 2023

1. Parking lot overlay at SW corner of 6th and Myrtle (See Below) – 2" overlay over concrete.
2. Intersection of E Cedar and S. 1st, (See Below) – mill and 2" overlay
3. Intersection of Spruce and N. 8th, (See Below) – mill and 2" overlay
4. Around 200' of Wells Drive (approach to the culvert) – mill and 2" overlay







Report
CITY OF INDEPENDENCE
August 10, 2023

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Budget Session - August 16th

BACKGROUND There will be a budget session on August 16, 2023 as part of the Special Commission meeting. That meeting starts at 9 AM.

SUPPORTING DOCUMENTS

1. 2024 Budget Process_Timeline

Budget Timeline

The City budget is one of the most important policy documents adopted by the City Commission each year. As a result, planning for the annual budget begins nearly a year before the budget's fiscal year begins.

A budget kickoff meeting is held internally, with staff, in March and allows the Department Directors to initiate the annual budget process. The kickoff is an opportunity to review the upcoming budget process, financial outlook, and share information. In the following months, departments develop base budgets and any proposals based on changing needs and programs.

Once submitted, the requests are evaluated by the Finance Director and the impact of the requests are analyzed on the financial forecast. Individual meetings are held with each Department Head and staff members to discuss alternatives and potential budget recommendations. The Administrative Team (Finance Director, City Manager, Assistant City Manager, City Engineer, Chief of Police) then meet to further review and analyze the impact of the requests and their place in the budget and strategic direction of the City.

The proposed budget is presented to the City Commission over a series of meetings in May through August. The Commission provides direction and input to finalize the budget. A formal public hearing is conducted, in compliance with Kansas State Statutes, prior to adopting the budget to allow citizens the opportunity to express any comments or concerns. Adoption of the budget is required before October 1 of each year. The adopted budget goes into effect on January 1 of the next calendar year.

The below timeline outlines major milestones in the City's budget process.





KSA 79-2988 - Revenue Neutral Rate

- In March 2021, the Kansas Legislature passed Senate Bill (SB) 13 to establish limitations on ad valorem property tax levies by taxing subdivisions without an additional notice and hearing prior to budget adoption. Subsequently, Senate Substitute for House Bill 2104 was passed to amend the timelines in SB 13. SB 13 is retroactively effective January 1, 2021.
- The bill repeals the tax lid law and computed tax limits imposed by KSA 79-2925b and KSA 79-2925c. Alternatively, the bill introduces the use of a “revenue neutral rate”(RNR), defined as the amount of ad valorem tax revenue levied in the prior year over the current year's assessed valuation estimates, expressed as a mill. County clerks are responsible for computing and providing the estimated rates for taxing subdivisions with the budget information estimates by June 15th.
- Valuations for properties participating in incentive and/or abatement programs such as Neighborhood Revitalization Districts and Industrial Revenue bonds are still included in the RNR calculation although they will not be realized by the taxing entity.
- Taxing subdivisions cannot levy above the RNR without holding a Revenue Neutral Rate Hearing for taxpayers to attend and provide feedback. At the end of the RNR hearing, the governing body of the taxing subdivision will publicly vote to pass a resolution to exceed the RNR for the upcoming budget year.
- If the taxing subdivision adopts a budget that does not exceed the RNR, the subdivision should contact the county clerk to prepare for valuation decreases from the June 15th property valuation estimates to the November 1st property valuations certified by the county clerk. If property valuations decrease from June 15th to November 1st, the taxing subdivision would realize fewer dollars than budgeted.



Presentation
CITY OF INDEPENDENCE
August 10, 2023

Department Finance

Director Approval Lacey Lies

AGENDA ITEM July 2023 Sales Tax Report

BACKGROUND

SUPPORTING DOCUMENTS

1. July 2023 Sales Tax Report



SALES TAX REPORT JULY 2023

City of Independence Kansas

CITY OF INDEPENDENCE REPORT ON 1% SALES TAX REPORTED FOR JULY 2023.

3% Sales Tax is collected in the City of Independence.
1% for General Fund Support; 1% for Education; and
1% for Special Uses.

Lacey Lies
Finance Director



Sales Tax Report for July 2023

Sales and Use taxes are Independence's largest funding source. The City receives a portion of the overall sales taxes you pay within city limits for use as indicated below. The projected revenue generated from all sales and use taxes for 2023 is \$6,750,000, which is 57% higher than all ad valorem taxes generated for the City.

Sales Tax Breakdown	Percent
City of Independence General Fund Sales Tax	1.00%
City of Independence Educational Sales Tax	1.00%
City of Independence Special Use Sales Tax	1.00%
General Fund Support	0.25%
Debt Support	0.31%
Economic Development	0.05%
Building & Facility	0.12%
Streets	0.27%
CITY TOTAL	3.00%
State of Kansas	6.50%
TOTAL SALES TAX	9.50%

The amounts listed in this report represent 1% Sales Tax Collections. The “receipts” reported from the State of Kansas to the City for any given month are from sales generated two months prior. For example, the July receipts shown in this report were from sales in May 2023.

- **July** receipts totaled **\$220,603**, which is an **INCREASE of \$19,843** from July 2022, or **up 9.9%** (see Graph 2, “July 1% Sales Tax 10 Year History”).
- July 2023 receipts are the **HIGHEST July** receipts in the 10-year history, (see Graph 2, “July 1% Sales Tax 10 Year History”).
- Annualized FY 2023 1% sales tax collected is **\$2,497,916**, or **\$247,916 over** our **budgeted** amount of \$2,250,000, or **11% higher than the budget**, and projected **0.4% under 2022 actual** collections.
- With seven months reported, we have **collected 64.8%** of the FY 2023 budgeted amount of \$2,250,000.
- The **Compensating Use** sales tax portion made up **16%** of the \$220,603 total (\$35,391) (see Graph 5 “2022 1% Sales Tax – Monthly/Compensating Use Sales Tax and Sales Tax.”).

THANK YOU
For Supporting Local!



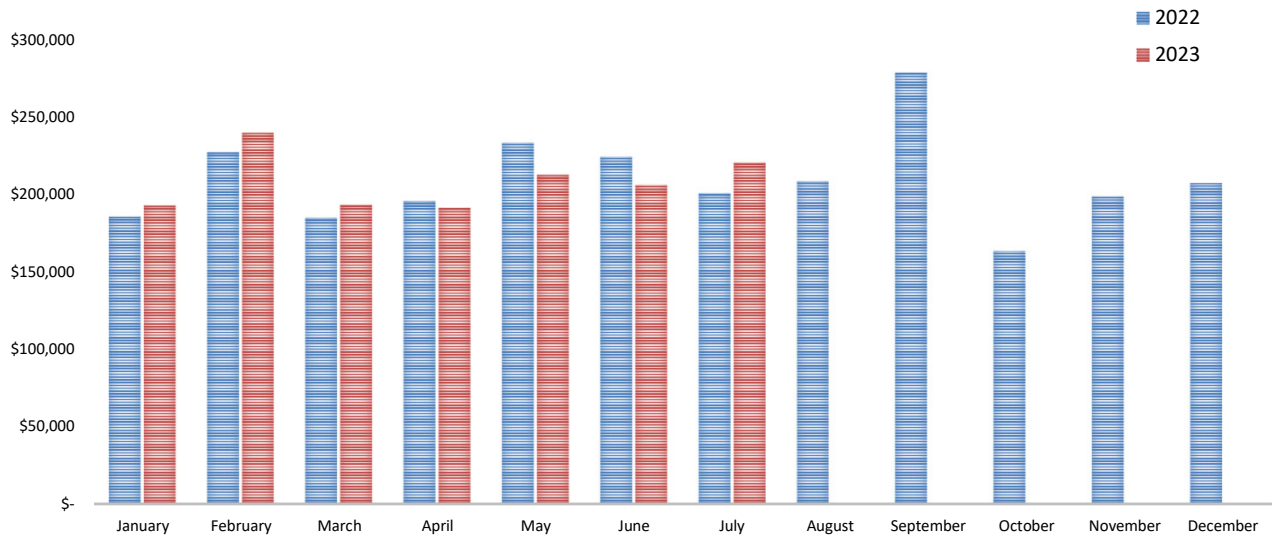


City of Independence Sales Tax - 1%

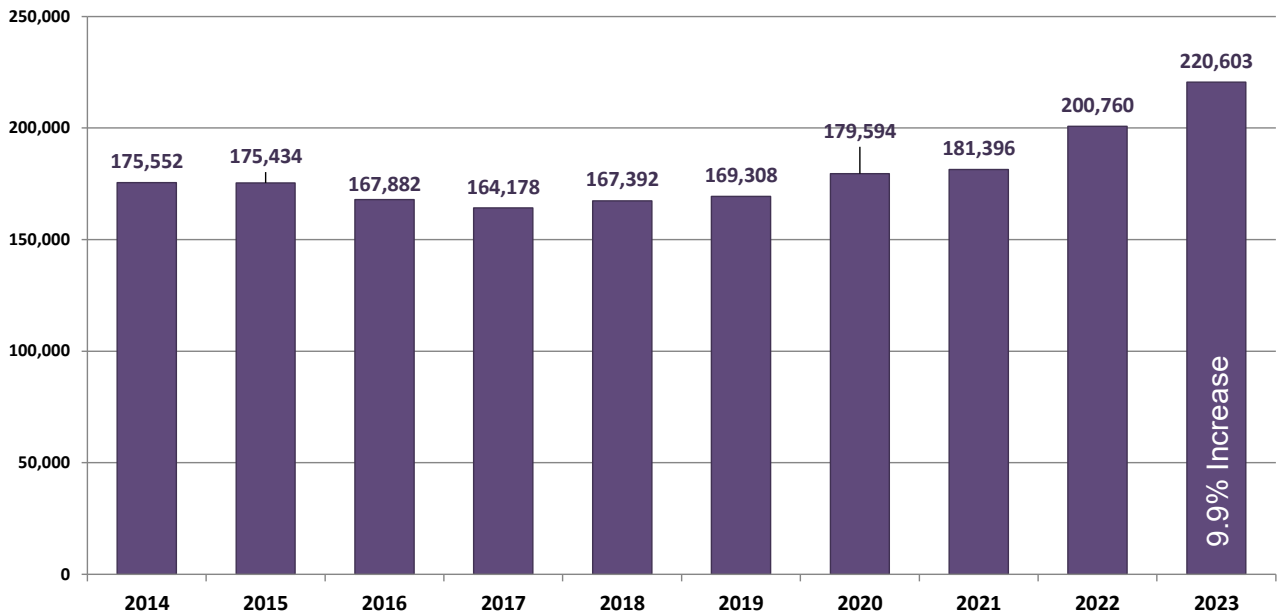
Comparison and History January - July 2023

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	% Change	% Change
Month	2018	2019	2020	2021	2022	2023	FY 22-23	YTD
January	163,240	172,377	169,033	163,252	185,340	192,816	4.0%	4.0%
February	165,834	178,399	200,053	187,879	227,272	240,332	5.7%	5.0%
March	146,833	167,292	149,607	178,907	184,767	193,222	4.6%	4.9%
April	155,702	139,790	172,804	167,798	195,697	191,365	-2.2%	3.1%
May	183,899	187,854	166,798	205,282	233,465	212,641	-8.9%	0.4%
June	147,180	158,263	179,353	206,304	224,267	206,139	-8.1%	-1.1%
July	167,392	169,308	179,594	181,396	200,760	220,603	9.9%	0.4%
August	174,341	180,142	221,770	196,182	208,086			
September	159,813	186,618	166,847	196,679	278,674			
October	163,360	164,463	177,190	179,011	163,298			
November	160,797	159,872	183,599	169,058	198,402			
December	166,699	159,474	169,275	211,556	207,198			
								
Total:	\$ 1,955,089	\$ 2,023,851	\$ 2,135,922	\$ 2,243,303	\$ 2,507,226	\$ 1,457,118		
% change	3%	4%	6%	5.0%	11.8%	-41.9%		
		Annual Budget	\$ 2,135,922	\$ 2,243,303	\$ 2,507,226	\$ 2,497,916	\$ (9,309)	
			\$ 1,931,101	\$ 1,935,000	\$ 2,050,000	\$ 2,250,000	\$ 200,000	
Collections Over (under) Budget			\$ 204,821	\$ 308,303	\$ 457,226	\$ 247,916		
			Projected % Over PY Actual	11.8%	-0.4%			
			YTD % of Budget Collected	122.3%	64.8%			
			Projected % Over Budget	22.3%	11.0%			

Sales Tax FY 2022 - FY 2023 Comparison

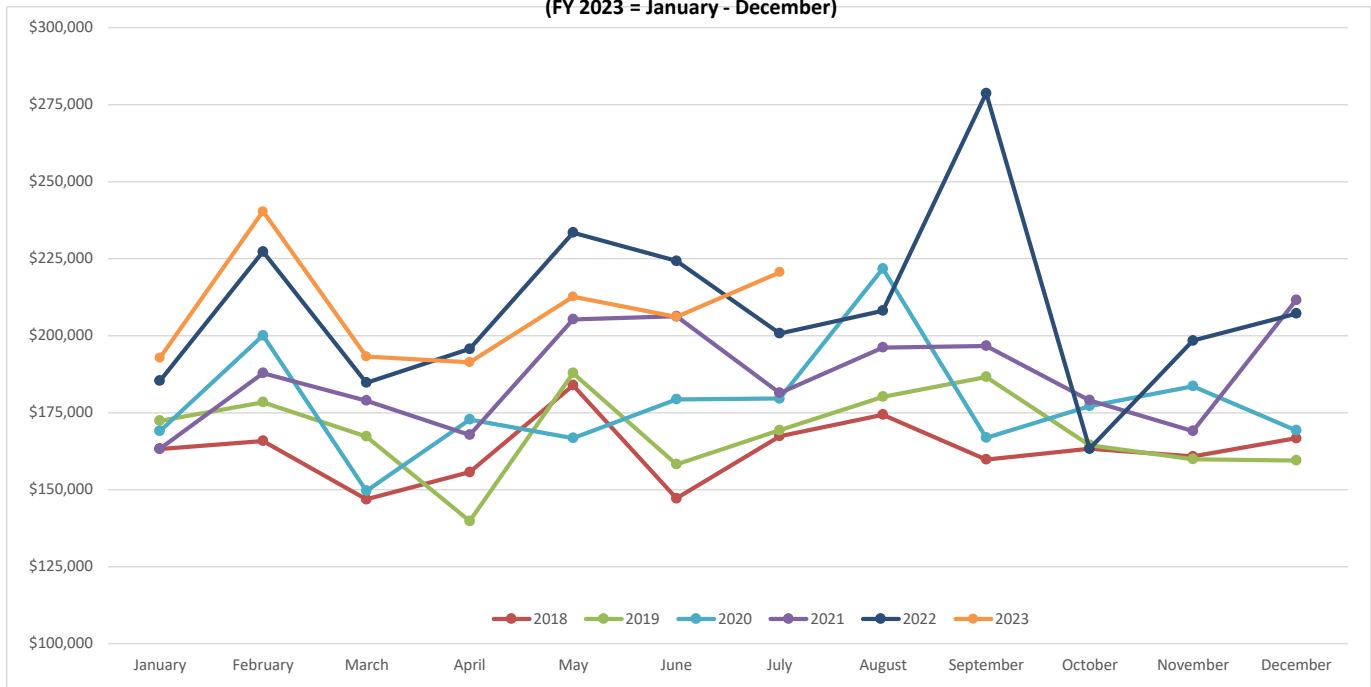


July 1% Sales Tax 10 Year History FY 2014 - FY 2023

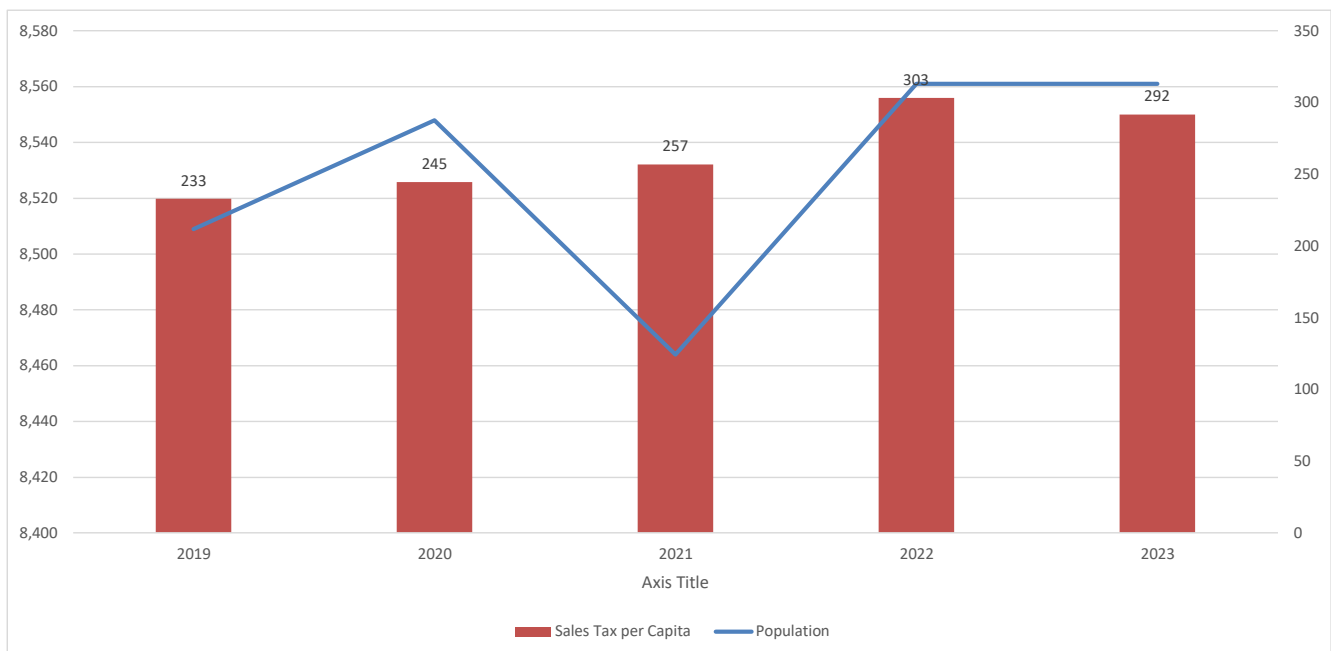


Sales Tax History Comparison - FY 2018 - FY 2023

(FY 2023 = January - December)



Sales Tax per Capita and Population Trend



2023 Sales Tax - One Percent General Fund

Compensating Use Sales Tax and Sales Tax





Presentation
CITY OF INDEPENDENCE
August 10, 2023

Department Finance

Director Approval Lacey Lies

AGENDA ITEM 2023 Q3 Treasurers Report

BACKGROUND

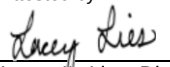
SUPPORTING DOCUMENTS

1. 2Q 2023 TREASURER'S REPORT

Treasurer's Quarterly Financial Statement for Quarter Ending June 30, 2023

Name of Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
General	1	2,000,671.74	3,051,709.41	2,874,901.05	2,177,480.10
Opioid Abatement	2	21,593.53	0.00	0.00	21,593.53
Fire Insurance Proceeds	3	24,164.94	5.00	4,050.00	20,119.94
Industrial	4	17,076.59	9,399.60	0.00	26,476.19
Crime Prevention Program	5	589.88	0.00	0.00	589.88
Economic Development/Transportation	6	1,568,071.10	139,355.06	0.00	1,707,426.16
Alcohol Assessment	7	3,820.00	0.00	0.00	3,820.00
E-911 - New	8	230,799.44	36,911.09	14,362.42	253,348.11
Incubator Building	9	71,990.08	9,285.00	0.00	81,275.08
KPWSLF Proj No 2933 - WTP	10	(211,624.17)	0.00	0.00	(211,624.17)
Education Sales Tax	11	193,221.94	610,145.18	597,227.95	206,139.17
Capital Project Reserve	12	478,789.93	0.00	97,577.56	381,212.37
2023-2033 Special Use Sales Tax	13	75,164.40	610,145.15	685,309.55	0.00
City Projects	14	3,672,263.09	50,000.00	1,513,251.49	2,209,011.60
City Skate Park	15	1,694.64	0.00	0.00	1,694.64
2012-2022 Special Use Sales Tax	17	585,185.83	4,917.00	61,643.03	528,459.80
Logan Fountain	19	124.37	0.00	0.00	124.37
KPWSL #3058 - Waterline	20	0.00	0.00	3,900.00	(3,900.00)
Airport Capital Projects Reserve	21	492,615.42	0.00	0.00	492,615.42
Street Capital Projects Reserve	22	2,819,392.11	255,386.26	483,524.92	2,591,253.45
KWPCRF LOAN C20 2043 01	23	(886,303.75)	0.00	381,649.41	(1,267,953.16)
Fire/EMS Grants	24	8,450.65	0.00	0.00	8,450.65
City Grant Program	25	404,596.62	246.58	14,000.00	390,843.20
G. F. Employee Benefits	26	216,824.54	291,642.15	185,943.92	322,522.77
Special Highway	27	101,945.11	90,647.07	0.00	192,592.18
Airport	31	57,406.88	207,402.67	198,649.85	66,159.70
Water and Sewer	33	2,342,923.61	1,717,543.88	1,316,218.20	2,744,249.29
Grinder Pump Replacement	34	273,772.96	110,929.93	106,305.55	278,397.34
Cap Infrastructure - W/S	35	4,795,460.73	48,457.07	8,521.81	4,835,395.99
Sanitation	37	496,108.70	325,672.36	299,030.13	522,750.93
Independence Land Bank	38	54,202.77	572.00	315.00	54,459.77
Special Park	40	22,055.18	76,412.99	16,560.78	81,907.39
Employee Wellness	41	30,440.80	7,516.66	211.32	37,746.14
Library	42	0.00	74,324.33	74,324.33	0.00
Downtown Tree Replacement	43	15,607.57	165.04	0.00	15,772.61
Special Park & Recreation	44	95,436.35	8,864.35	6,000.00	98,300.70
Special Alcohol Programs	45	76,188.01	8,864.34	0.00	85,052.35
Demolition	46	59,441.28	410.00	25,467.00	34,384.28
Liability Insurance	47	220,561.13	80,947.74	89,735.70	211,773.17
Housing Authority Funds **	48-64	5,034,549.83	577,889.38	254,569.22	5,357,869.99
E-911 - Old	65	4,696.52	0.00	0.00	4,696.52
Memorial Hall Tax Credits	66	14,645.05	0.00	0.00	14,645.05
Quality of Life Sales Tax	67	14,120.71	0.00	0.00	14,120.71
First Aid Training	72	625.01	448.23	0.00	1,073.24
ADA DJ # 204-29-144	74	748,881.55	0.00	0.00	748,881.55
KLINK, Penn/Chestnut-Oak	76	34,942.78	0.00	0.00	34,942.78
K-9	78	29,620.87	405.23	30,026.10	0.00
Law Enforcement Trust	79	13,292.07	13,321.56	4,804.44	21,809.19
Grant - Walmart - Fire/EMS	84	3,046.18	0.00	0.00	3,046.18
Bond and Interest	91	853,823.42	672,764.06	0.00	1,526,587.48
2015-2016 KLINK Projects	92	318,879.31	0.00	0.00	318,879.31
Grant Funds	94	350.00	0.00	0.00	350.00
12" Pipeline - Bartlett	96	0.00	0.00	3,810.00	(3,810.00)

Treasurer's Quarterly Financial Statement for Quarter Ending June 30, 2023

Name of Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
TOTAL	27,502,197.30	9,092,706.37	9,351,890.73	27,243,012.94
Reconciled Items				0.00
TOTAL				27,243,012.94
Summary				
Community Nat'l. Bank	Checking	22,060,219.31		
Community Nat'l. Bank	C/D's	5,182,793.63		
Equity Bank	MM Account	0.00		
		0.00		
	TOTAL	27,243,012.94		
Liabilities				
		Principal	Interest	Total
Series 2013A		325,000.00	4,387.50	329,387.50
Series 2015A		1,110,000.00	134,462.50	1,244,462.50
Series 2016A		930,000.00	55,900.00	985,900.00
Series 2019A		1,110,000.00	67,800.00	1,177,800.00
Series 2022A - Streets		3,400,000.00	1,399,912.50	4,799,912.50
Series 2022A - Facilities		10,240,000.00	4,108,490.75	14,348,490.75
Bonds & T-Notes Payable - September 30, 2022		17,115,000.00	5,770,953.25	22,885,953.25
Capital Leases				
			Payoff Date	Balance
Commercial Bank - JD Tractor & Bush Hog			April 1, 2025	37,548.38
Community National Bank - 2021 Street Sweeper			March 1, 2025	42,785.68
Community National Bank - 2019 Rosenbauer Fire Truck			April 1, 2026	274,722.27
Community National Bank - 2023 Sanitation Truck			October 17, 2027	199,838.00
Kansas Public Water Supply/Pollution Control Loan Funds				
				Balance
Loan # C20-1915-01, Southeast Lift Station				1,874,153.88
Loan #2933 Water Treatment Plant Upgrades				1,375,592.85
Loan #3058 Replace Waterlines and Automated Meters				
Loan # C20-2043-01, Lakeview Lift Station and Basin V, Phase 2				
			TOTAL	26,690,594.31
I, David Schwenker, Treasurer, do hereby certify that the above statement is correct to the best of my knowledge and belief.				
 David Schwenker, Treasurer				
Attested by:				
 Lacey L. Lies, Director of Finance				