



## **COMMUNITY DEVELOPMENT COMMITTEE**

**WEDNESDAY, MAY 5, 2021 at 6:30 p.m.**

**Meeting Held Virtually via Zoom**

*In consideration of the COVID-19 social distancing recommendations, this meeting will be held virtually via Zoom (<https://zoom.us/join>). The public may participate with comments by using the "chat" feature, please note all statements are made visible to the group.*

*Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.*

### **PUBLIC COMMENTS**

### **PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

### **ACTION ITEMS**

1. Acceptance of the April 7, 2021 Community Development Committee Minutes - Audrey McClanahan ([page 3](#))

Draft minutes of the April 7, 2021 Community Development Committee meeting are included for review and acceptance.

2. Contract with Superior Bowen Asphalt Co., LLC for construction of the 2021 Street Preservation Project - Celia Duran ([page 14](#))

The 2021 Street Preservation Project includes pavement replacement and spot repair of sidewalk, curb and gutter, ADA ramps, and stormwater infrastructure on four local/residential streets within the City of Mission. Two bids were received for the 2021 Street Preservation Project on April 27, 2021, with Superior Bowen Asphalt Co., LLC submitting the lowest and most responsive bid. Staff recommends approval of the construction contract with Superior Bowen in an amount not to exceed \$756,228. Construction is anticipated to begin in June 2021 and will be completed within 120 days.

3. Construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC for construction inspection services for the 2021 Street Preservation Project - Celia Duran ([page 17](#))

Based on qualifications and previous experience in Mission, Staff recommends approval of a construction inspection services agreement with Pfefferkorn in an amount not to exceed \$33,750. This contract is based on providing part-time services for a 120-day construction timeframe for the 2021 Street Preservation projects and includes all documentation, observation, and required testing.

4. Purchase of bulk deicing salt from Central Salt, LLC - Brent Morton ([page 36](#))

Deicing/rock salt is an essential commodity for snow removal activities. Currently, the salt dome contains approximately 400 tons of salt and Staff recommends approval of the purchase and delivery of bulk deicing salt at a total cost not to exceed \$57,768 to take advantage of the current contract pricing which will expire in May 2021. The 2021 budget includes \$60,000 for the purchase of salt.

## **DISCUSSION ITEMS**

5. Facility Conservation Improvement Program - Emily Randel ([page 57](#))

CTS Group has completed the Investment Grade Audit as part of the Facility Conservation Improvement Program and will share a report on their work. Staff will review the various projects and work with the Council to finalize those to be included in an Energy Performance Contract which allow the City to proceed with implementation of the energy saving projects.

## **OTHER**

6. Department Updates - Laura Smith

**Sollie Flora, Chairperson**  
**Trent Boultinghouse, Vice-Chairperson**  
*Mission City Hall, 6090 Woodson St*  
*913-676-8350*

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Administration</b>	From:	Audrey McClanahan

Action items require a vote to recommend the item to the full City Council for further action.

**RE:** April 7, 2021 Community Development Committee minutes.

**RECOMMENDATION:** Review and accept the April 7, 2021 minutes of the Community Development Committee.

**DETAILS:** Minutes of the April 7, 2021 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	NA
Available Budget:	NA



## **MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE**

April 7, 2021

The Mission Community Development Committee met virtually via ZOOM on Wednesday, April 7, 2021. The following Committee members were present: Trent Boultinghouse, Arcie Rothrock, Kristin Inman, Sollie Flora, Debbie Kring, Nick Schlossmacher and Ken Davis. Councilmember Thomas was absent. Mayor Appletoft was also present. Councilmember Flora called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Audrey McClanahan, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Public Works Superintendent Brent Morton, Parks & Recreation Director Penn Almoney and Police Captain Kirk Lane.

Councilmember Davis suggested a roll-call at the beginning of each Committee meeting. Councilmember Flora proposed and it was agreed to verbally identify any Committee member that was not present.

### **Public Comments**

Councilmember Flora reminded the public they can participate via the chat feature on ZOOM. All comments will be visible to the group.

There were no public comments.

### **Public Presentations**

There were no public presentations

### **Action Items**

### **Acceptance of the March 3, 2021 Community Development Committee Minutes**

Minutes of the March 3, 2021 Community Development Committee were provided to the Committee. There being no objections or corrections, the minutes were accepted as presented.

### **Reconfiguration of Johnson Drive**

Ms. Smith explained since the reconfiguration of Johnson Drive in 2014, there have been concerns regarding pedestrian and driver safety along the corridor. The Council has continued to express concern with this issue and multiple safety alternatives have been discussed with the goal to ensure lower driver speeds, safe access to crosswalks and maneuvering from parking spaces. At the March Committee meeting, a survey results from community stakeholders were

presented, and the information collected through the survey and four focus group session aligned with Council concerns.

After continued conversations with BikeWalkKC, Public Works Director Celia Duran and the City's on-call engineers, Olsson, a reconfiguration and road diet was determined as the most cost-effective way to address all concerns. A typical road diet works by reducing the number of through traffic lanes and introducing a dedicated left-turn lane at intersections. Other benefits anticipated from a reconfiguration include:

- Reduced speeds and less “aggressive” driving
- Better visibility when backing from parking stalls
- Increased pedestrian safety by eliminating the potential for “whip-around” movements occurring with two lanes of traffic

The Council had asked for case-studies supporting the road diet and several examples were included in the packet. Finally, according to BikeWalkKC, by adopting the proposed reconfiguration, it will encourage pedestrian safety and support the increased foot traffic that has resulted from renewed public and private investment. Staff asked for Council's direction as the City prepares to submit for the CARS project.

Councilmember Schlossmacher commented that he is excited to see this change move forward as this is a move for pedestrian safety and for the future of the corridor. He added that he hopes it can be minimally disruptive during the process. Councilmember Boultinghouse agreed and remarked that he has heard a lot of feedback from the community being excited for this project, citing the evidence in the packet to affirm the increased safety benefits.

Ms. Smith reiterated that the three-lane configuration does not include a continuous center turn lane which stretches the length of the block. Instead, it provides for protected left-turn lanes at the intersections. The new configuration is also intended to discourage drivers from turning into parking spaces across oncoming traffic.

Councilmember Davis expressed his support of this project and asked if this plan would address some of the backing out in diagonal parking issues or if there would be any discussion around restriping the parking. Ms. Smith replied that through the conversations with BikeWalkKC and the engineers, the reconfiguration is anticipated to alleviate the parking concerns by assisting in the visibility and comfort level. Councilmember Schlossmacher also asked would reducing the lanes allow for a buffer zone between where the traffic lane actually is and when somebody is backing out. Ms. Duran explained that there have been discussions with the traffic engineers and it was determined that it would not be recommended to stripe and outside lane, but it could always be reevaluated once we have an opportunity to assess the overall functionality of the street following the reconfiguration. Ms. Smith added that the reduction from two to one lane creates a natural buffer for cars backing from the parking stalls.

Councilmember Davis asked if there would be a bike lane too. Ms. Smith explained there wouldn't be a bike lane because it is not recommended with head in parking as it creates the potential hazard for cyclists that are not visible to cars backing out from the parking stalls.

Councilmember Schlossmacher commented that he believes this is the right decision and that the goal is provide a safe, walkable place that is friendly to the business community. Councilmember Flora remarked that she is excited for this plan and along with Councilmember Kring have participated in the Comprehensive Plan Steering Committee and received public feedback about the desire for increased bike and walkability. She believes this will help the walkability piece and provide a good compliment to the addition of new residents with projects like the The Locale and Mission Bowl development to make the corridor even more accessible and generate more foot traffic for businesses.

Councilmember Davis asked in regards to the plan from Lamar to Metcalf, if it will be configured in the same way or if it would be a four-lane road in the future CARS program. Ms. Duran replied that they are not recommending a three lane because that section of Johnson Drive is functions much differently, with auto-centric businesses and a large number of driveway entrances.

Councilmember Schlossmacher recommended the approval of the restriping of Johnson Drive, Nall to Lamar from four lanes to three (one in each direction with dedicated turning lanes) in connection with the 2022 CARS resurfacing project be forwarded to Council for approval. All on the Committee agreed, this will be a regular agenda item.

### **2022-2026 CARS Program**

Ms. Duran explained that each year the City submits a five-year road improvement plan to Johnson County and identifying projects proposed for CARS funding. The County CARS program covers 50% of construction and construction inspection costs on certain eligible streets. The City is responsible for design, right-of-way acquisition, and utility relocation costs. The project list being submitted this year will be the same as last year with the addition of Johnson Drive (Lamar to Metcalf) in 2026:

- **2022: Johnson Drive (Lamar Avenue to Roe Avenue):** Road diet/lane reconfiguration with UBAS treatment, pavement and median repairs, miscellaneous pavement markings; spot replacement of curb and gutter, sidewalks, parking stalls, and ADA ramps; and removal and replacement of sidewalk with decorative asphalt pavers to concrete to meet ADA requirements
- **2023 - Foxridge Phase II:** Full depth pavement reconstruction with replacement of curb and gutter; new sidewalks, streetlights, and stormwater infrastructure; and pavement markings. An underdrain system will be installed to address the stormwater runoff and pedestrian improvements will be made. The Evergy traffic signal at the Foxridge Dr. to Lamar Ave. intersection may also be replaced and relocated.

- **2024 - Roe Avenue (Johnson Drive to 59th Street):** Proposed improvements include mill and overlay with 2-inch asphalt concrete surface; pavement and median repairs; spot replacement of curb and gutter, sidewalks, and ADA ramps; and pavement markings.
- **2025 - Nall Avenue (Martway Street to 63rd Street):** Proposed improvements include UBAS surface treatment; pavement repairs; spot replacement of curb and gutter; sidewalks, and ADA ramps; and pavement markings.
- **2026 - Johnson Drive (Metcalf Ave. to Lamar Ave.):** Proposed improvements include full depth pavement replacement; spot replacement of curb and gutter, sidewalks, and ADA ramps; and pavement markings. Additionally, stormwater infrastructure will be replaced and includes the continuance of the stormwater interceptor completed with the Johnson Dr., Lamar Ave. to Nall Ave. Phase I project.

Ms. Duran added that the Johnson Drive, Metcalf Avenue to Lamar Avenue, project may be eligible to receive additional funding through Johnson County's SMAC Program, but we are waiting on final watershed studies which will identify eligible projects.

Council Boultinghouse appreciated the Foxridge, Phase II, being on the list for 2023 and knows it will be a big event for the Ward and that a lot of people are really looking forward to its completion. Councilmember Flora commented that we are fortunate to have Representative Davids on the Transportation Committee and talking to her staff about STP funding could be beneficial as well.

Councilmember Davis recommended the Resolution adopting the Five Year City/County Street Improvement Program for the City of Mission for 2022-2026 be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Ratify Emergency Expenditure for Repairs at MFAC**

Ms. Smith reported that during the fall of 2020, cracks in the Mission Family Aquatic Center (MFAC) competition pool prevented staff from completing a scheduled repainting project. Hydrostatic pressure and the freeze/thaw cycle throughout the winter months extended some cracks and broadened others. On March 23, 2021, Ms. Smith approved an emergency expenditure of \$11,460.00 with Fuller Construction to complete the crack repairs before the end of April in order to allow enough time for the painting and filling of the pool, the testing of pumps and chemical feeders and the training of lifeguards prior to opening in May. Fuller Construction will complete the following scope of work by April 30, 2021:

- Grind and repair all existing cracks
- This will consist of diamond saw cutting and reverse feather a wedge opening and inject with silica sand and pro-poxy concrete weld and repair system
- Finish to be of a smooth and consistent finish and ready for epoxy pool paint
- Bid does not include any painting or additional caulking or finish of any kind

- No warranty of any kind on crack repair, future cracking, cracks that reappear, shifting, settling, spalding
- No warranty of any kind on existing substrates

Crack resealing in outdoor aquatic facilities is an annual maintenance item. However, the expansion of these three large cracks over the course of a year is cause for further investigation. Staff plans to review the as-built plans in search of water pressure relief systems. Hydro-static pressure is best remedied by keeping the pool filled during the off-season to maintain equilibrium pressure on both sides of the concrete lining. Funding for this repair will come from the Parks and Recreation Sales Tax Fund. The 2021 CIP contains \$13,000 for replacement of the diving boards. Staff has inspected the boards and determined that their useful life can easily be extended, allowing for those funds to be applied to the crack repairs.

Councilmember Davis asked since the pool had been refurbished if any of the work was guaranteed or insured. Ms. Smith replied since it has been refurbished in 2014 that the maintenance bonds and guarantees have expired. However, staff will continue to investigate if there is a groundwater issue which would require a longer term solution.

Councilmember Davis recommended the Resolution ratifying an emergency expenditure not to exceed \$11,460.00 with Fuller Construction for repair of the cracks in the Mission Family Aquatic Center competition pool be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Lease Purchase of Cardio Equipment**

Mr. Almoney explained that most of the Community Center's cardio equipment (treadmills, ellipticals, stationary bikes, etc.) is replaced on a three year cycle. This allows the City to keep the most current and technically advanced cardio equipment in the facility and helps to minimize repair costs by retaining equipment only as long as it is under full warranty. The last significant purchase of cardio equipment was made in 2018.

Staff recommended a lease-purchase agreement with Advanced Exercise since they are the only vendor of Life Fitness cardio equipment and they offer a guaranteed buyback at the end of the lease term. The City has purchased cardio equipment from Advanced Exercise for the last several replacement cycles and has established a positive relationship with the vendor. The 2021 cardio purchase decreases the total number of cardio units in the facility by five. The reduction was based upon user data that was pulled from treadmills and ellipticals showing several units had low usage. The reduced number will also allow for the PCC to maintain greater distances between units as COVID restrictions are relaxed.

After consultation with the City's financial advisor, it has been determined that the best procurement option was to work with the vendor and their financial institution, Kansas State Bank who is offered to finance the purchase at 2.990% over three years, which equates to a monthly



payment of \$3,551.39. There is a one-time, final payment of \$15,726. Funds are budgeted from the Special Parks Fund. The entire purchase would be \$143,576.04 (\$136,821.55 principal plus \$6,754.49 in interest). The total amounts due in each of the following budget years are as follows:

- 2021: \$21,308.34
- 2022: \$42,616.68
- 2023: \$42,616.68
- 2024: \$37,034.34 (Includes final pay out of \$15,726)

Councilmember Davis asked what the City would receive when the equipment was set for buyback. Mr. Almoney explained that the buyback would be roughly 20% of the original cost. Councilmember Flora asked about the three year cycle and if that is how other facilities are operating. Mr. Almoney replied that three years is the industry warranty standard with consideration to how rapidly equipment changes and advances. Ms. Smith added that the City has experimented with longer timeframes in the past, but experienced significant increases in the maintenance cost and the amount of time that the equipment was out of service for patrons.

Councilmember Boultinghouse asked if there was any discussion with Advanced Fitness about getting more of a credit on the buyback since the Community Center has had several months reduced activity and there has not been as much wear and tear on the equipment. Mr. Almoney replied that while there was not a discussion based on less usage, the additional \$5,151 was an incentive to help encourage the purchase of strength equipment at the same time. Councilmember Kring conveyed Councilmember Thomas' thoughts that though she is supportive of the purchase, she is wanting to ensure more money is spent on the parks instead of the Community Center.

Councilmember Davis recommended acceptance of the bid submitted by Advanced Exercise in the amount of \$136,821.55 for replacement of cardio equipment at the Powell Community Center, and approval of the resolution authorizing the Mayor to execute the necessary documents to complete the lease with Kansas State Bank to finance the purchase of the equipment over a three year period be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Strength Equipment Purchase**

Mr. Almoney reported that the Community Center has three (3) dedicated areas which are used for strength training, including one specifically designated for toning and stretching that has benches, resistance bands and free weights. The City has maintained both Selectorized and plate-loaded machines that work larger muscle groups, and complemented that equipment with free weights and specialized benches that allow the strengthening of smaller muscle groups. This equipment is used daily and repairs are becoming more common. In addition, significant technological advances have been made in the equipment which will benefit patrons. The PCC's

strength equipment was budgeted (\$80,000) for replacement in the 2021 Parks + Recreation CIP using Special Parks + Recreation Sales Tax Funds.

Advanced Fitness discounted their initial cardio equipment bid by \$17,000 and increased the existing equipment trade-in value if strength equipment was purchased in conjunction with the cardio equipment lease. The equipment cost is less than the \$80,000 budgeted, and with freight, delivery and installation brings the total cost to \$86,517.60. The additional savings of \$5,191.30 lowers the total cost to \$81,326.30. The removal and installation will take approximately seven days and will be done in conjunction with the facility closure in August; during which time all other scheduled maintenance and repairs inside the Community Center will be completed.

Councilmember Davis recommended the free weight and Selectorized strength equipment replacement and purchase from Advanced Exercise in an amount not to exceed \$86,517.60 be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Parking Agreement**

Mr. Scott explained The Locale is a new multi-family, residential development, at 6201 Johnson Drive that has 201 unit apartments and 285 parking spaces. When Tax Increment Financing (TIF) incentives were approved for the project, one of the main objectives was to encourage the construction of a multi-level parking structure. One condition of the development agreement was for the developer to provide cash installments to the City at specific milestones of the construction process totaling \$250,000 to be used for public parking improvements elsewhere along the Johnson Drive corridor. To date, \$200,000 of that total has been received. The remaining \$50,000 will be provided once the project reaches 85% occupancy.

Another condition provided for the developer to set aside 50 parking spaces on the first level of the parking structure for use by the public. The specific terms and conditions for this public parking were anticipated to be documented in a parking agreement entered into by the developer and the City. Once signed by both parties, the easement will be recorded with Johnson County and will be in place for as long as the parking structure exists. The parking easement stipulates:

- A parking easement comprising the 50 parking spaces on the first level of the structure will be granted to the City of Mission at no cost to the City;
- The City shall have the right to place signage in the easement area, at its cost, identifying the easement area as public parking;
- The City shall have the right to restrict by ordinance the time allotted for public parking and to enforce such;
- The parking area will be maintained by the developer (or building owner); and
- The developer (or building owner) will provide insurance naming the City as an additional insured, as well as indemnification.

Councilmember Davis asked if this agreement will stay with the land, so if the property is sold then it remains a current easement. Mr. Scott confirmed that was correct and added that it would be part of any real estate sale. Councilmember Davis asked if there was language in the contract that talked about assignability of the easement and if those fifty spaces could be used overnight. Mr. Scott replied that occasionally there are overnight guests who may need parking, so no restriction for parking during evening hours was included.

Councilmember Davis recommended a parking easement dedicating 50 parking spaces in the parking structure located at 6201 Johnson Drive to the City for use as general public parking be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Discussion Items**

#### **Mohawk Park Renaming**

Ms. Smith reported that last year the City undertook a conceptual redesign process for Mohawk Park. This is a process that will be addressed at each of the parks going forward and will give us an opportunity to assess and plan for the amenities that will be the most beneficial in our outdoor park system. Mohawk was first on the list as part of the park CIP over the last several years and a steering committee was formed that included community stakeholders. After a significant public engagement process, the City is now ready to start building out the park conceptually and move into implementation, particularly in connection with renewal of our Parks + Recreation sales tax. Since, we are in the design process, the City felt it was appropriate to address the possibility of renaming the park.

The park was acquired in 2002, from the Shawnee Mission School District, and the name was inherited from the former elementary school which had been onsite. The City reached out to the public via social media and Mission magazine to solicit feedback on possible names and received several suggestions. The School District did not have information on the origin of the school's name.

The Parks, Recreation + Tree Commission reviewed the names and provided the following in support of their recommendation:

- Unique, No confusion with neighboring parks
- Nature/outdoors, tied into site changes
- No names of families and no racial or discriminatory implications
- Rolls off tongue and memorable
- Pleasant image in your mind, playful or relaxing

Based on these criteria, the PRT recommended the following park names (in order of preference): Meadowlark Plaza, Zephyr Park, Mission Hawk Park and Journey Park. Staff recommended to retain Mohawk's name and build on the history as it is reintroduced to the public.

Mr. Almoney commented that a lot of residents really do appreciate and prefer the name Mohawk and they would like to keep it the same. Councilmember Flora was interested in public opinion on Mohawk and asked how many people had reached out in support of Mohawk vs. in support of another name. Mr. Almoney replied that the requests were five emails for Mohawk and four for Milhaven and about another handful from people in the Community Center. The engagement wasn't significant but enough to say there is a preference to keep the existing name.

Councilmember Davis voiced his support of retaining the Mohawk Park name and also having Meadowlark Plaza to honor that public input process as well. Councilmember Flora read a 'chat' comment from resident Andy Sandler who favored renaming to Milhaven Park since the school has been gone for years. Mayor Appletoft commented that the area has been Mohawk about as long as the City was incorporated, so it is a part of the history and many families have utilized the park at that elementary school. Councilmember Inman also voiced support to not change the name. Councilmember Boultinghouse added that he liked the Meadowlark Plaza suggestion while keeping the Mohawk name and possibly putting up a plaque recognizing the former school.

Councilmember Flora suggested that if the name is retained that more historical information should be researched and gathered, including consulting with the Mohawk Tribe. It would be meaningful to put something in the park that was reflective of the history. Ms. Smith added the School District confirmed they did not have any plans to change their school names and there are other schools, throughout the district, that are named similarly.

Councilmember Davis asked if there was any history on the naming of Milhaven. Mr. Almoney explained that various Parks and Recreation team members had information relating to a landowner and Mr. Sandler mentioned that the name has its roots in Miller Farm. Councilmember Rothrock agreed with retaining the name Mohawk Park and suggested a meeting with City Historian, Frank Bruce, to develop other name lists.

### **Department Updates**

Mr. Almoney reported that the Parks + Recreation staff successfully hosted the "Bunny Eggstravaganza" and "You've Been Egg'd" events. There were many families that participated and it was very great to see the community having the opportunity to have a safe return to some of the favorite events. He thanked Council for their support and allowing us to host the event.

Ms. Duran updated the Council on the Rock Creek project. The seeding and erosion mat has been installed and the next steps will be finishing the parking area and regrading the City-owned lot. Also, the 2021 Street Preservation Project is out for bid and those prices will be brought to the May Committee meeting. Councilmember Flora asked what would happen to the lot where the

house was demoed to gain access to Rock Creek. Ms. Duran replied that her recommendation would be to keep it as open space in order to continue to have access to the site.

Councilmember Flora asked if there had been anymore information on the Mohawk Park grant application. Mr. Almoney answered that the Committee for the Land and Water Conservation Grant has finally begun the official review of applications, so there should be an update shortly.

Ms. Smith added that we've been looking for a good opportunity for a presentation of the regional MARC Climate Action Plan, so there will be a joint work session on April 28<sup>th</sup> which will include the Planning Commission, Sustainability Commission and Parks, Recreation +Tree Commission.

### **Meeting Close**

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:23 p.m.

Respectfully submitted,

Audrey M. McClanahan  
City Clerk

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Public Works</b>	From:	Celia Duran

Action items require a vote to recommend the item to the full City Council for further action.

**RE:** Contract Award for 2021 Street Preservation Project

**RECOMMENDATION:** Approve a contract with Super Bowen Asphalt Co., LLC for construction of the 2021 Street Preservation Projects in an amount not to exceed \$756,228.

**DETAILS:** On December 2, 2020, the City Council authorized a task order with Olsson for engineering services for the proposed 2021 Street Preservation Projects. The streets included in the 2021 Street Preservation Project were selected from the updated draft 10-year program for maintenance and rehabilitation of local/residential streets.

This draft program was developed based on pavement condition index (PCI) and geotechnical data and was discussed throughout a series of Community Development Committee (CDC) meetings in 2020. The program continues to be refined and developed, but was originally created based on a proposed \$2 million dollar annual funding scenario for local/residential streets.

Council continues to fine-tune long-term financing and funding strategies including potential renewal of the street sales tax which expires in March 2022. Financing for street preservation projects will be discussed as a separate agenda item during Council work sessions scheduled for May 19 and May 26, 2021.

The streets included in the 2021 program are:

- 60<sup>th</sup> St., Roe Ave. to Shawnee Mission Parkway (PCI ranging from 30.4 to 44.9);
- 53<sup>rd</sup> Place, Horton St. to Dearborn St. (35.9 PCI);
- 63<sup>rd</sup> Terr., Beverly Dr. to Woodson Dr. (PCI ranging from 30.8 to 37.6);and
- Dearborn Dr., 63<sup>rd</sup> Terr. to Lamar Ave. (PCI ranging from 42.5 to 46.7).

The scope of work for these streets include a mill and overlay for 60<sup>th</sup> St. and 53<sup>rd</sup> Place; a UBAS surface treatment for 63<sup>rd</sup> Terr. and Dearborn Dr.; pavement and base repair; spot sidewalk, curb and gutter, and ADA ramp repairs; stormwater repairs; and pavement markings. Originally all streets for 2021 were designated for a UBAS surface treatment; however, based on field inspection, it was determined that a mill and overlay would be more cost effective on 60<sup>th</sup> St. and 53<sup>rd</sup> Place due to the observation of major pavement surface cracks. The streets were selected based on available funding of \$1.1 million for local/residential streets (including design, inspection, and construction).

The project was bid and bids were opened on April 27, 2021. There were two bidders,

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Public Works</b>	From:	Celia Duran

Action items require a vote to recommend the item to the full City Council for further action.

with Superior Bowen Asphalt Co., LLC (Superior Bowen) submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

<b>2021 Street Preservation Project Bids</b>	
Engineer's Estimate	\$798,881
<b>Superior Bowen</b>	<b>\$756,228</b>
McAnany Construction, Inc.	\$798,987.50

Construction is anticipated to begin in early June 2021 and is estimated to be completed in 120 days.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000



# BID TABULATIONS

Date: 4/27/2021

Client: City of Mission  
 Project: 2021 Street Preservation Projects  
 Project Number: 018-3593-150

No.	Item	Unit	Quantity	Engineer's Estimate		Superior Bowen		McAnany	
				Unit Cost \$	Cost \$	Unit Cost \$	Cost \$	Unit Cost \$	Cost \$
1	FORCE ACCOUNT (Set)	LS	1	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00
2	MILL & OVERLAY (2")	SY	3582	25.00	89,550.00	14.95	53,550.90	14.25	51,043.50
3	ULTRA-THIN BONDED ASPHALT SURFACE (UBAS) (TYPE B) (5/8")	SY	8036	8.00	64,288.00	5.60	45,001.60	6.50	52,234.00
4	MILLING (SPECIFIED MACROTEXTURE)(MAXIMUM MACROTEXTURE DEPTH = 0.14 INCHES)	SY	8036	3.20	25,715.20	2.00	16,072.00	2.65	21,295.40
5	* ASPHALT BASE REPAIR (4")	SY	405	83.00	33,615.00	39.95	16,179.75	55.00	22,275.00
6	* ASPHALT BASE REPAIR (6")	SY	1206	83.00	100,098.00	77.95	94,007.70	85.40	102,992.40
7	ASPHALT BASE REPAIR (7")	SY	405	83.00	33,615.00	77.95	31,569.75	24.40	9,882.00
8	COMBINED CURB & GUTTER REPLACEMENT (TYPE A)	LF	4083	50.00	204,150.00	52.20	213,132.60	56.73	231,628.59
9	COMBINED CURB & GUTTER REPLACEMENT (TYPE B)	LF	9	50.00	450.00	52.20	469.80	56.73	510.57
10	COMBINED CURB & GUTTER REPLACEMENT (TYPE C)	LF	51	50.00	2,550.00	52.20	2,662.20	56.73	2,893.23
11	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY	SY	136	110.00	14,960.00	116.80	15,884.80	132.26	17,987.36
12	REMOVE AND REPLACE 8" CONCRETE DRIVEWAY	SY	59	125.00	7,375.00	159.30	9,398.70	153.85	9,077.15
13	6" AB-3 OP MODIFIED	SY	538	20.00	10,760.00	15.75	8,473.50	20.70	11,136.60
14	REMOVE & REPLACE SIDEWALK RAMP	SF	237	30.00	7,110.00	53.10	12,584.70	39.69	9,406.53
15	DETECTABLE WARNING SURFACE	SF	54	50.00	2,700.00	70.80	3,823.20	39.04	2,108.16
16	REMOVE & REPLACE 4" CONCRETE SIDEWALK	SF	1106	12.00	13,272.00	12.40	13,714.40	7.55	8,350.30
17	SOD	SY	794	7.50	5,955.00	6.00	4,764.00	7.96	6,320.24
18	6" PIPE UNDERDRAIN TYPE K	LF	135	50.00	6,750.00	62.55	8,444.25	52.31	7,061.85
19	12" DRAIN BASIN	EA	1	1,500.00	1,500.00	3,185.00	3,185.00	1,910.52	1,910.52
20	4' X 4' JUNCTION BOX	EA	1	7,000.00	7,000.00	8,615.00	8,615.00	11,529.00	11,529.00
21	INLET REPLACEMENT	EA	6	7,000.00	42,000.00	10,265.00	61,590.00	13,426.10	80,556.60
22	CURB INLET THROAT REPLACEMENT	LF	66	75.00	4,950.00	70.80	4,672.80	52.46	3,462.36
23	INLET FLUME (CONCRETE)	EA	1	1,000.00	1,000.00	2,950.00	2,950.00	1,952.00	1,952.00
24	STORM SEWER (RCP CLASS III) 15"	LF	239	125.00	29,875.00	205.30	49,066.70	158.78	37,948.42
25	STORM SEWER (RCP CLASS III) 24"	LF	33	150.00	4,950.00	233.65	7,710.45	196.70	6,491.10
26	RECONSTRUCT SANITARY SEWER MANHOLE	EA	2	8,500.00	17,000.00	7,285.00	14,570.00	6,780.76	13,561.52
27	TRAFFIC CONTROL	LS	1	25,000.00	25,000.00	9,000.00	9,000.00	30,957.50	30,957.50
28	4" DOUBLE YELLOW LINE (THERMOPLASTIC)	LF	140	3.00	420.00	9.45	1,323.00	6.10	854.00
29	24" WHITE LINE (PREFORMED THERMOPLASTIC)	LF	64	20.00	1,280.00	28.30	1,811.20	24.40	1,561.60
<b>TOTAL</b>					<b>799,888.20</b>		<b>756,228.00</b>		<b>798,987.50</b>

**TOTAL BID FROM BID TAB** 799,888.20 756,228.00 798,987.50

**TOTAL FROM BID FORM** 799,888.20 756,228.00 798,987.50

**DIFFERENCE** 0.00 0.00 0.00



<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Public Works</b>	From:	Celia Duran

Action items require a vote to recommend the item to the full City Council for further action.

**RE:** Construction Inspection Services Agreement - 2021 Street Preservation Project

**RECOMMENDATION:** Approve a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the 2021 Street Preservation Project in an amount not to exceed \$33,750.

**DETAILS:** The 2021 Street Preservation Project includes the following streets:

- 60<sup>th</sup> St., Roe Ave. to Shawnee Mission Parkway (PCI ranging from 30.4 to 44.9);
- 53<sup>rd</sup> Place, Horton St. to Dearborn St. (35.9 PCI);
- 63<sup>rd</sup> Terr., Beverly Dr. to Woodson Dr. (PCI ranging from 30.8 to 37.6);and
- Dearborn Dr., 63<sup>rd</sup> Terr. to Lamar Ave. (PCI ranging from 42.5 to 46.7).

The scope of work for these streets include a mill and overlay for 60<sup>th</sup> St. and 53<sup>rd</sup> Place; a UBAS surface treatment for 63<sup>rd</sup> Terr. and Dearborn Dr.; pavement and base repair; spot sidewalk, curb and gutter, and ADA ramp repairs; stormwater repairs; and pavement markings. Originally all streets for 2021 were designated for a UBAS surface treatment; however, based on field inspection, it was determined that a mill and overlay would be more cost effective on 60<sup>th</sup> St. and 53<sup>rd</sup> Place due to the observation of major pavement surface cracks. The streets were selected based on available funding of \$1.1 million for local/residential streets (including design, inspection, and construction).

Construction inspection services are necessary for the 2021 Street Preservation Project in order to achieve quality construction in accordance with the City's plans and specifications. City staff requested that Pfefferkorn and the City's on-call engineering firms submit a proposal for these services. Pfefferkorn provided construction inspection services for the Lamar Ave. Rehabilitation and Resurfacing (UBAS) project in 2020 and provided cost-effective, quality services for this project. Therefore, Staff recommends approval of a construction inspection services agreement for the 2021 Street Preservation Project with Pfefferkorn in an amount not to exceed \$33,750. All documentation, observation, and required testing is included as part of this contract. The contract is based on part-time services for a 120-day construction timeline. The City will only be billed for actual time spent on the project.

Construction is anticipated to begin in early June 2021 and is estimated to be completed in 120 days.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes improvements to streets

Related Statute/City Ordinance:	
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Public Works</b>	From:	Celia Duran

Action items require a vote to recommend the item to the full City Council for further action.

and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users.

Related Statute/City Ordinance:	
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000



**Pfefferkorn Engineering & Environmental, LLC**

19957 W. 162<sup>nd</sup> Street  
Olathe, KS 66062  
913-490-3967  
kate.p@p-e2.com



**City of Mission 2021 Street Program  
Construction Inspection Services**

# PROPOSAL

Pfefferkorn Engineering & Environmental, LLC is pleased to offer the following proposal for your consideration. Pfefferkorn understands the general scope of services to include project inspection, documentation, materials testing, and construction administration for the public roadway improvements including but not limited to UBAS, milling & overlay, storm sewer improvements and repairs to concrete curb and sidewalk.

Pfefferkorn will provide a KDOT Certified Construction Inspector as well as supplemental Inspectors and materials testing technicians when needed. Our KDOT Certified Inspector will coordinate day-to-day inspection activities associated with the project while our supplemental inspectors and materials testing technicians will provide support services as necessary.

Our inspector will check traffic control set-ups on a daily basis to ensure traffic control and other associated items are in working order and will be dedicated full-time to the project during paving activities. Full-time inspection may not be required particularly when the contractor is preparing for the next phase. As such and as per the City’s request, this proposal is based on part-time, as needed inspection.

The project is based on an anticipated construction cost of approximately \$700,000 with working hours Monday through Friday from 7:00 am to 6:00 pm and Saturday 8:00 am to 6:00 pm. (No work is anticipated Sunday). We have estimated the construction inspection and materials testing to be proportionate to the project scope indicated in the project plans with quantities dated 4/7/2021. The following table is a budgetary upper limit we anticipate is needed to cover the inspection and material testing scope of the 2021 Street Program improvements.

	Quantity	Unit	Unit Cost	Subtotal
Certified Inspector (part-time)	360	Hours	\$80	\$28,800
Concrete testing Slump, Unit Weight, Air Content, Temperature, Compressive Strength (4" x 8" Cylinders – set of 7)	20	Each	\$80	\$1,600
Aggregate Gradation Sieve Analysis AB-3 OP Modified	2	Each	\$100	\$200
Asphalt Properties (Gyratory Compaction, Marshall properties, Rice Density)	3	Each	\$850	\$2,550
Field Density (portable gauge)	4	Days	\$150	\$600
			<b>TOTAL</b>	<b>\$33,750</b>

Billing will be based on actual inspection hours worked. **Any overage or discrepancy of this estimate will be communicated for approval prior to inspection or materials testing performed.** Inspection hourly rate is billed at

\$80 per hour. Working days are unknown at the time of proposal but anticipated to be approximately 30 working days and subject to the contractor's work schedule approved by the City.

Thank you for your consideration. Please let me know if you have any questions or concerns. To accept this agreement, please sign below and e-mail donna.m@p-e2.com or fax 913-426-9138 to our offices.

Very kind regards,



Kate Pfefferkorn-Mansker, P.E. | Owner

Signature

Date

Printed Name

Title

### Staff & Capabilities

- ✓ Professional Engineers
- ✓ **KDOT Certified Inspectors**
- ✓ Quality Assurance Manager
- ✓ Bridge & Roadway Project Experience
- ✓ **Concrete Testing**
- ✓ **Tensile Rupture Strength Testing**
- ✓ **Nuclear Soil Moisture Density Testing**
- ✓ Document Control Manager
- ✓ Safety Officer



AGREEMENT FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202 (the "Effective Date"), by and between City of Mission, Kansas (hereinafter the "OWNER") and \_\_\_\_\_ (hereinafter the "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for the project described herein; and

WHEREAS, the ENGINEER desires to provide such services to the OWNER in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. OWNER'S REPRESENTATIVE

The OWNER'S Public Works Director, or designee thereof, shall be the OWNER'S designated Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks required for the project for which services are to be rendered by the ENGINEER.

ARTICLE 2. PURPOSE; SCOPE OF SERVICES; CONTRACT AMOUNT; NO GUARANTEE MINIMUM; CONTRACT TERM AND RENEWAL; AND AUTHORIZATION FOR INSPECTION SERVICES

The OWNER hereby engages the on-call term and supply construction inspection services of the ENGINEER. The specific services, which the ENGINEER agrees to furnish, are as indicated in Attachment A - "Scope of Services". Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through a written amendment to this Agreement.

The ENGINEER understands and acknowledges that this Agreement is one of potentially multiple term and supply contracts awarded by the OWNER. Further, the ENGINEER understands and acknowledges that there is no guarantee minimum of quantity of service that would be purchased or required by the OWNER under this Agreement. Any services purchased from the ENGINEER shall be, at maximum, the amount as stated in the written Authorization for the authorized project, consistent with the schedule of unit costs for services and service-related direct expenses set forth in the hourly billing rates attachment to this Agreement, and payable upon receipt of an invoice from the ENGINEER documenting the services provided under this Agreement.

The initial term of this Agreement shall be for the period commencing with the Effective Date hereof and ending \_\_\_\_\_, 20 . The OWNER reserves the sole right to renew the Agreement for four (4) additional twelve (12) month periods at the same specifications and terms and conditions of this Agreement upon supplemental writing executed by both parties

The specific services to be provided by the ENGINEER under this Agreement shall be based upon written Authorization signed by the OWNER and ENGINEER. The Authorization shall describe the project (the "Authorized Project"); the authorized services to be performed; the amount of compensation; and the established time of completion. The written Authorization for Construction Inspection Services shall be in substantially the form that appears in **Attachment C**.

### ARTICLE 3. BASIS OF PAYMENT

As a consideration for providing the authorized services enumerated in Article 2, the OWNER shall pay the ENGINEER in the following manner:

#### A. COMPENSATION OF A COST NOT TO EXCEED

For authorized services, as enumerated in Article 2, the OWNER shall pay the ENGINEER based upon the ENGINEER'S cost with a maximum not to exceed amount. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit and all other costs in connection with the performance of these services as detailed in **Attachment A – "Scope of Services"** and the corresponding Authorization for Construction Inspection Services. The ENGINEER, if required, shall provide documentation to the OWNER of all costs in connection with the performance of these services.

Total payment to the ENGINEER for the authorized services, as enumerated in Article 2, shall not exceed the amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), based on the hourly rates as shown in **Attachment B**.

The OWNER will be billed monthly on the basis of the hours worked and hourly rates, as documented on monthly progress reports to be attached by the ENGINEER to the invoices.

#### B. CHANGES OF SCOPE

In the event additional services are required through changes in the scope of the Authorized Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as agreed to in writing by both parties. The ENGINEER shall be paid for any such additional services rendered and expenses reasonably incurred in the amount and rates mutually agreed to by both the ENGINEER and the OWNER.

#### C. NONAPPROPRIATION

This Agreement, and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the "Act"). By virtue of this Act, the OWNER is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the OWNER'S current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

### ARTICLE 4. ENGINEER'S OPINION OF PROBABLE COST

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over a contractor's method for determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of probable construction cost or total project cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications. These opinions represent the ENGINEER'S best judgment as an experienced and qualified engineer.

However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost prepared by the ENGINEER.

## ARTICLE 5. OBLIGATIONS OF THE OWNER

### A. OWNER-FURNISHED DATA

The OWNER shall provide to the ENGINEER all technical data related in the OWNER'S possession, including previous reports, maps, and all other information required by the ENGINEER relating to the ENGINEER'S work on the Authorized Project. Such information shall include, but not be limited to, the OWNER'S requirements for the Authorized Project, and any criteria or constraints. The ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER in performing ENGINEER'S services for the OWNER.

### B. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform its services.

### C. TIMELY REVIEW

The OWNER shall examine all studies, reports, proposals, and other documents presented by ENGINEER, and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to delay the services of ENGINEER.

### D. PROMPT NOTICE

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER or contractors.

## ARTICLE 6. GENERAL PROVISIONS

### A. ACCEPTANCE OF WORK

Upon completion by the ENGINEER of the services required in this Agreement, or of any phase(s) of such services, the ENGINEER shall submit such services, or services of any phase thereof, to OWNER'S Representative for review and acceptance to assure conformance with the defined scope of services. If OWNER'S Representative finds that such services do conform to such requirements, s/he shall accept such services and authorize payment therefore as provided in this Agreement. If OWNER'S Representative finds that such services do not conform to such requirements, s/he shall immediately notify the ENGINEER of all deficiencies and reasons for nonacceptance and shall permit the ENGINEER a reasonable time, not to exceed (60) days, to complete or correct performance of the services. If, after sixty (60) days, the services still do not conform to such requirements, and if the ENGINEER fails to demonstrate to the satisfaction of the OWNER that the delay is beyond its control, the ENGINEER will be deemed in default of this Agreement.

## B. ASSIGNMENT

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes, in writing, the obligations of the assigning party, and delivers such written assumption of assignment to the other original party to this Agreement.

## C. DISCRIMINATION PROHIBITED

In performing the services required hereunder, the ENGINEER shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or disability, or other circumstance prohibited by federal, state or local law, rule or regulation.

## D. FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire and acts of nature not including normal weather conditions.

## E. HOLD HARMLESS

The ENGINEER agrees to indemnify and hold the OWNER, its officers and employees free and harmless from and against, any and all claims, damages, defense costs, professional fees or other reasonable expenses resulting from the error, omission or negligent act of the ENGINEER, its agents, or employees, in the performance of the ENGINEER'S professional services under this Agreement. For all other non-professional acts or omissions, the ENGINEER agrees to indemnify, defend and hold the OWNER, its officers, and employees harmless from and against any and all claims, demands, defense costs or liability arising out of the performance of the ENGINEER's services under this Agreement. The OWNER agrees that it shall not enter into any settlements which may fall within the provisions of this paragraph without the prior written consent of the ENGINEER.

## F. INSURANCE

The ENGINEER and OWNER agree that the ENGINEER, in its performance of this Agreement, is an independent contractor. ENGINEER shall purchase and maintain in force insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:

### 1. Professional Liability

- A. \$1,000,000 per claim / occurrence
- B. \$2,000,000 aggregate

As to the Professional Liability insurance required in F. 1., the ENGINEER shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of the ENGINEER occurring in whole or in part during the term of this Agreement (hereinafter "Continuing Coverage"). The ENGINEER may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Agreement, the



procurement of an extended reporting endorsement (commonly known as “tail coverage”) applicable to the insurance coverage maintained by the ENGINEER during the term of this Agreement, or such other method acceptable to the City. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose.

2. Commercial General Liability:

- A. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
  - B. \$2,000,000 annual aggregate
- Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor’s Protection.

3. Workers' Compensation and Employer's Liability:

- A. Statutory Workers’ Compensation including an all states endorsement
- B. Employer's Liability (E.L. and Disease):
  - i. Bodily Injury by Accident           \$500,000 Each Accident:
  - ii. Bodily Injury by Disease           \$500,000 Policy Limit
  - iii. Bodily Injury by Disease         \$500,000 Each Employee

4. Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

The City of Mission, KS, its officers, Commissions, Agencies and employees shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement shall be subject to the limitation of liability for claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the OWNER and ENGINEER under this Agreement.

Prior to execution of this Agreement, the ENGINEER shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Agreement. Within five (5) business days of expiration of any insurance coverage, ENGINEER shall provide renewal Certificate(s) of Insurance as required by this Agreement. The Certificate Holder shall be as follows:

City of Mission, Kansas  
Public Works  
4775 Lamar Avenue  
Mission, KS 66202

The full description of the work to be performed, bid or project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the ENGINEER or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in ENGINEER’s insurance coverage. It is ENGINEER’s sole

responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve ENGINEER of its obligations under this Agreement.

It is further agreed that any insurance and self-insurance maintained by the City of Mission, Kansas its officers, Commissions, and Agencies shall apply in excess of and not contributory with any insurance and self-insurance maintained by ENGINEER.

#### G. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

#### H. STANDARDS OF PERFORMANCE

The ENGINEER shall perform all services under this Agreement in accordance with the industry standards of the engineering profession for projects similar in scope, size, and complexity to projects contemplated herein, and in accordance with the laws of the State of Kansas.

#### I. TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail to cure a breach of this Agreement through no fault of the other, or if a project is stopped by conditions beyond the control of the OWNER.

#### J. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the ENGINEER.

#### K. TERMINATION COMPENSATION

In the event of termination, the ENGINEER shall be paid in full for all services previously authorized and performed in accordance with the requirements of this Agreement up to the termination date. If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

#### L. REUSE OF DOCUMENTS

All documents, including drawings and specifications, furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Authorized Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Authorized Project or any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER.

#### M. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of

it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

#### N. INDEPENDENT CONTRACTOR

This Agreement is, and shall be deemed, an independent contract for services, and the ENGINEER, and all persons providing services on behalf of the ENGINEER under this Agreement shall be deemed independent contractors and shall not be deemed, under any circumstances, employees of the OWNER.

#### O. RIGHT TO EXAMINE AND AUDIT RECORDS

The ENGINEER agrees that the OWNER, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the ENGINEER involving transactions related to this Agreement, or any change order or contract modification thereto, or with compliance with any clauses hereunder. Such records shall include hard copy as well as computer readable data. The ENGINEER shall reasonably require all of its payees including, but not limited to, subcontractors, or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the ENGINEER and the payee. Further, the ENGINEER agrees to cooperate fully and will cause all related parties and will reasonably require all of its payees to cooperate fully in furnishing or making available to the OWNER any and all such books, documents, papers, and records.

#### P. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

#### Q. CONTRACT DOCUMENTS

The services to be provided by the ENGINEER shall be rendered in accordance with and governed by the terms and conditions of this Agreement, and the respective terms, conditions, provisions and representations contained within the following contract documents:

(1) OWNER'S Request for Proposal, and any amendments or addenda issued thereto (collectively hereinafter the "RFP"); and

(2) ENGINEER'S written Response to the RFP, signed and duly submitted to the OWNER (hereinafter "ENGINEER'S Response").

It is hereby acknowledged and agreed that the contract documents identified hereinabove shall be on file with the OWNER'S Office, and/or such other office or location as the OWNER may from time to time designate.

Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor" or "successful contractor" are used in the text of the contract documents, such terms shall be deemed to mean and refer to the ENGINEER.

In the event that a conflict arises between the interpretation of the contract documents listed herein and the terms and conditions of the Agreement (including Attachments A, B and C), the terms and conditions of the Agreement (including Attachments A, B and C) shall control. Attachments A, B and C are incorporated herein by reference and made a part of this Agreement.

R. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the OWNER and the ENGINEER regarding the same.

FOR THE OWNER:

FOR THE ENGINEER:

City of Mission

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## ATTACHMENT A – SCOPE OF SERVICES

1. Provide a qualified Construction Inspector and Engineering Technicians as needed to monitor the construction performed, and to determine its conformity with the contract plans and specifications.
2. Review and check plan computations supplied by the City. Prepare computations as required throughout the project.
3. Inspect, test where necessary, and approve construction materials at the project site. Arrange and assist in the selection and preparation of test samples for inspection and testing of materials.
4. Document pay quantities, materials, equipment, and other items required by the City. Submit weekly update of work being done.
5. At the beginning of each month, prepare an estimate of the amount of work completed, using a City-supplied estimate form. At the end of the project, prepare a final estimate of the amount of work completed on the City estimate form.
6. Assist City in preparation of change orders arising from conditions unforeseen during the design phase of the project.
7. Conduct a final inspection for each portion of the work.
8. Review final papers, check final quantities and organize files.

### DESCRIPTION OF POSITIONS:

#### CONSTRUCTION INSPECTOR

The work in this position involves the performance of a variety of inspection duties associated with the construction and/or related items and planning and directing the activities of subordinate Senior Engineering Technicians and Engineering Technicians performing a variety of duties in the appropriate specialty, or performing work of comparable scope and complexity in a non-supervisory capacity. Work requires the application of engineering knowledge and skills in completing assigned projects and includes responsibility for the completion of assignments of a complete nature. Work assignments are received with general instructions and objectives outlined by the City.

Serves as the project supervisor for construction observation. Plans and supervises the activities of lower level technicians performing the inspection duties to ensure compliance with plans, standard procedures and special provisions. Recommends and makes decisions on minor necessary changes in construction signing, and safety measures. Recommends to the City major changes in construction sequence, staking procedures, etc., to ensure timely and continuity of operations.

Performs on-site inspection of contractor's operations, equipment, construction signing, safety measures, reviews procedures and inspection techniques at sources of supply and

distribution of materials incorporated into projects and reviews adequacy of design of material combinations.

Assist in communication with Construction Managers/Coordinators, utility coordinators, construction surveyors and/or Contractor in order to ensure proper flow and sequence of operations.

Prepares and compiles data for project diaries, reports, field notes and other required paperwork for a project progress, contractor payments and final construction documentation or directs lower level technicians to obtain the same final results.

Reviews plans and specifications, and supervises the preparation of computation to substantiate all plan quantities.

Reviews materials certifications to assure all materials incorporated into the project have been properly tested and accepted.

Supervises the preparation of periodic and final reports.

#### ENGINEERING TECHNICIAN, SENIOR

Work involves planning and directing the activities of subordinate Engineering Technicians performing a variety of duties in the appropriate specialty, or performing work of comparable scope and complexity in a non-supervisory capacity. Work generally includes responsibility for the completion of assignments of a complete nature. Work assignments are received with general instructions and objectives outlined by the Project Manager.

May serve as the project supervisor on complex roadway and/or multiple roadway and bridge construction projects. Plans and supervises the activities of lower level technicians performing the inspection duties to ensure compliance with plans, standard procedures and special provisions. Recommends and makes decisions on minor necessary changes in construction signing, and safety measures. Recommends to the Project Manager major changes in construction sequence, staking procedures, etc., to ensure timely and continuity of operations.

Prepares and compiles data for project diaries, reports, field notes and other required paperwork for a project progress, contractor payments and final construction documentation or directs lower level technicians to obtain the same final results.

Reviews materials certifications to assure all materials incorporated into the project have been properly tested and accepted.

#### ENGINEERING TECHNICIAN

Responsibilities are to inspect, document, and test materials for construction work performed by contractors to assure compliance with plans, specifications, and accepted standard procedures. Employee will serve as an inspector on roadway construction projects under the supervision of higher level technicians or project manager.

Performs or assists other technicians or project manager in the performance of routine tests in the laboratory or field, or inspection on construction projects for compliance with standard practice, specifications, plans, or special provisions.

Serves as inspector-in-charge of a construction project with a limited number of operations or one of several chief inspectors on complex projects with a multitude of operations. Prepares required documentation and reports.

Prepares or assists in the preparation of related documentation and reports.

## ATTACHMENT B – HOURLY BILLING RATES

(To be Provided by the ENGINEER)

### Field Services – Construction Inspection & Survey

Certified Construction Inspector.....	\$ 80.00
Senior Engineer Technician .....	\$ 80.00
Engineer, Technician II .....	\$ 75.00
Survey Crew – 1 person*.....	\$ 175.00
Survey Crew – 2 people*.....	\$ 195.00
Survey Crew – 3 people*.....	\$ 210.00

### Design Services

Principal .....	\$175.00
Senior Design Engineer.....	\$150.00
Design Technician .....	\$100.00
Drafter.....	\$ 80.00
Clerical/Support Staff.....	\$ 78.00

### On-Site Materials Testing and Observation

In-situ Density, Utilizing Nuclear Densometer, (2 hour minimum).....	\$ 80.00 / hour
Concrete Testing, (2 hour minimum).....	\$ 80.00 / hour
Materials Sampling, (2 hour minimum).....	\$ 80.00 / hour

### Laboratory Testing

Sieve Analysis (Gradation).....	\$300.00 each
Moisture Density Relationship (Proctor).....	\$300.00 each

In addition to the above, reimbursement shall be made for expenses incurred in connection with services outside the project scope or not directly serving the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

### Printing

24" x 36".....	\$ 3.50/page
8- 1/2" x 11" or 11" x 17" (copies).....	\$ 0.20/page

### Equipment

Vehicle Mileage (Truck or Auto).....	\$ 0.54/mile
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ATTACHMENT C – AUTHORIZATION FOR CONSTRUCTION INSPECTION SERVICES  
FORM

**AUTHORIZATION NO. \_\_\_\_\_ FOR CONSTRUCTION INSPECTION SERVICES  
(AUTHORIZED PROJECT NAME)**

In accordance with ARTICLE 2 of the Agreement for Professional Construction Inspection Services, dated \_\_\_\_\_, 2020, by and between OWNER (City of Mission, Kansas) and the ENGINEER (\_\_\_\_\_) (the “AGREEMENT”), the following project authorization is hereby given and mutually agreed upon:

- A. Authorized Project Name and Description:
- B. Description of Services to be Performed:
- C. Amount of Compensation:
- D. Estimated Time of Completion:
- E. Notice to Proceed Date:

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed by their duly authorized representatives and made effective the day and year first above written.

\_\_\_\_\_ (ENGINEER)

By \_\_\_\_\_

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

CITY OF MISSION, KANSAS (OWNER)

By \_\_\_\_\_

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title



Pfefferkorn Engineering & Environmental, LLC

19957 W. 162<sup>nd</sup> Street

Olathe, Kansas 66062

p-e2.com

Tel: (913) 490-3967

Fax: (913) 426-9138

**Exhibit : RATE SCHEDULE**

**Design Services**

Principal .....	\$175.00
Senior Design Engineer.....	\$150.00
Design Technician .....	\$100.00
Drafter.....	\$ 80.00
Clerical/Support Staff.....	\$ 78.00

**Field Services – Construction Inspection & Survey**

Senior Engineer Technician .....	\$ 80.00
Engineer, Technician II .....	\$ 75.00
Survey Crew – 1 person* .....	\$ 175.00
Survey Crew – 2 people* .....	\$ 195.00
Survey Crew – 3 people* .....	\$ 210.00

**On-Site Materials Testing and Observation**

In-situ Density, Utilizing Nuclear Densometer, (2 hour minimum).....	\$ 80.00 / hour
Concrete Testing, (2 hour minimum) .....	\$ 80.00 / hour
Materials Sampling, (2 hour minimum) .....	\$ 80.00 / hour

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

**Printing**

24" x 36" .....	\$ 3.50/page
8- 1/2" x 11" or 11" x 17" (copies) .....	\$ 0.20/page

**Equipment**

Vehicle Mileage (Truck or Auto) .....	\$0.54/mile
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## Asphalt & Aggregate Testing 2021 Schedule of Fees

WORK ITEM	UNIT	UNIT PRICE
<b>ASPHALT MIXTURE AND AGGREGATE TESTING</b>		
Sieve Analysis (Washed) (ASTM C-136 and C 117)	Each	\$140.00
Aggregate Specific Gravity, -#4 (ASTM C 128)	Each	\$150.00
Aggregate Specific Gravity, +#4 (ASTM C 127)	Each	\$100.00
Clay Lumps & Friable (ASTM C 142)	Each	\$55.00
Crushed Particles (KT-31)	Each	\$70.00
Soundness, small (ASTM C 88)	Each	\$300.00
Soundness, large (ASTM C 88)	Each	\$300.00
LA Wear, small (ASTM C 131)	Each	\$275.00
LA Wear, large (ASTM C 131)	Each	\$300.00
Lightweight Particles in Aggregate (SpG < 2.0) (ASTM C 123)	Each	\$150.00
Lightweight Particles in Aggregate (Chert) (ASTM C 123)	Each	\$150.00
Organic Impurities (ASTM C 40)	Each	\$75.00
Sand Equivalent (ASTM D 2419)	Each	\$145.00
Maximum Specific Gravity (ASTM D 2041)	Each	\$75.00
Bulk Specific Gravity of Cores/Plugs (ASTM D2726)	Each	\$20.00
Gyratory Compaction (ASTM D 6925, AASHTO T 312)	Each	\$275.00
Marshall Properties, Incl. Stability and Flow (ASTM 6926, 6927)	3 Pills	\$275.00
Rice Density (AASHTO T 209 and ASTM D 2041)	Each	\$100.00
Asphalt Extraction and Gradation (ASTM D 6307)	Each	\$210.00
Washed Aggregate Gradation (Belt Sample)	Each	\$75.00
Freeze-Thaw Testing (KT-MR-21/ASTM D 5312)	Each	\$650.00
Sample Prep for Freeze-Thaw Testing (ASTM 5312)	Hour	\$60.00
Fine Aggregate Angularity (ASTM C 1252)	Each	\$120.00
Superpave Asphalt Mix Design	Each	\$6,500.00
Marshall Asphalt Mix Design	Each	\$4,000.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates. Above rates do not include sample collection.		

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>PUBLIC WORKS</b>	From:	Brent Morton

Action items require a vote to recommend the item to full City Council for further action.

**RE:** Purchase of Bulk Deicing Salt

**RECOMMENDATION:** Approve the purchase and delivery of bulk deicing salt from Central Salt, LLC at a total cost not to exceed \$57,768.

**DETAILS:** Rock salt is an essential commodity for snow removal activities. Salt effectively lowers the freezing point of water and acts as a melting agent. When applied to the pavement, it prevents frozen precipitation from sticking to surfaces and works in conjunction with plowing activities to penetrate ice and snow in order to remove it from the roadway.

The City went out to bid with Overland Park and several other surrounding cities in 2020 for quotes from salt suppliers who guarantee the product will be available for delivery during winter storm events. The City's salt storage dome holds approximately 1,800 tons of salt. Based on the activity during the winter of 2020-2021, current salt stores were significantly reduced, leaving the dome with approximately 400 tons.

Staff recommends "restocking" the salt dome this year to have salt available for the upcoming winter season. The current contract expires on May 31, 2021 and the cost of salt can increase due to fuel costs or other factors when it is renewed. Staff recommends ordering 1,200 tons of salt at a unit price of \$48.14 per ton for a total cost of \$57,768 to refill the salt dome.

The 2021 budget includes \$60,000 for the purchase of salt. Staff will ring the renewal contract back to Council at a later date for consideration.

**CFAA CONSIDERATIONS/IMPACTS:** NA

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-307-03 Salt
Available Budget:	\$60,000

CITY OF OVERLAND PARK, KANSAS  
PUBLIC WORKS DEPARTMENT

**SPECIFICATIONS  
FOR  
ROCK SALT**

**SECTION 1: INSTRUCTIONS TO BIDDERS**

- 1.01 GENERAL:** This bid package covers the supply and delivery of rock salt which will be used for snow and ice control on roads and bridges. The successful bidder to whom the bid is awarded (hereinafter "Vendor") shall be required to supply rock salt materials to the City of Overland Park (hereinafter "City"), and at their respective option, the participating agencies of: Blue Valley School District, Johnson County, Leawood, Lenexa, Mission, Olathe, Roeland Park, and Shawnee, (hereinafter "Participating Entities"). This is a public agency bid which will require a formal agreement to be entered into between the Vendor and the City.

Vendor agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid. Sales will be made in accordance with the prices, terms, and conditions of these bidding documents and any subsequent agreement.

It is understood that the City and the Participating Entities pay no Federal or State taxes and the bid price for material includes all material and handling charges and the net price for material and delivery includes all material, transportation and handling charges.

- 1.02 AGREEMENT:** The Vendor shall enter into a formal agreement with the City, (hereinafter "Agreement"). The bidding documents herein, the Vendor's submitted bid and any attachments to those documents shall be considered inclusive to the Agreement. **A form agreement entitled "Agreement for Rock Salt" (hereinafter "Form Agreement") is provided with these bidding specifications. The successful Vendor will be required to enter into an agreement with the City containing the terms and conditions of the Form Agreement.**

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal periods, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available.

- 1.03 DISCREPANCIES AND INQUIRIES:** Before submitting its bid, the Bidder shall carefully examine the entire contents of the bidding documents so as to be thoroughly familiar with all the requirements. Bidders are instructed to acquaint themselves with all the conditions affecting the bid and the provision of associated materials and or work contemplated hereunder.

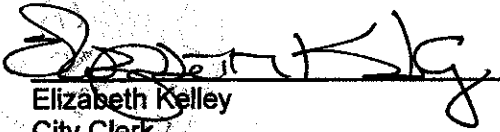
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

CITY OF OVERLAND PARK, KANSAS



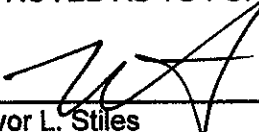
Carl Gerlach  
Mayor

ATTEST:



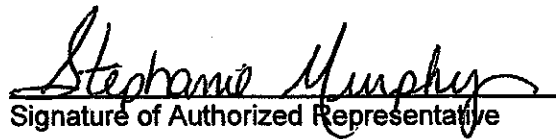
Elizabeth Kelley  
City Clerk

APPROVED AS TO FORM:



Trevor L. Stiles  
Sr. Assistant City Attorney

CENTRAL SALT LLC



Signature of Authorized Representative

Stephanie Murphy, Business Manager  
Printed Name and Title

remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

#### **SECTION XVII - APPLICABLE LAW**

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

#### **SECTION XVIII - NOTICE TO PARTIES**

All notices and demands of any kind which either party may serve upon the other party under this Agreement shall be served by personal service, or by leaving the notice or demand at the address set forth below, or by forwarding a copy thereof by first class mail, postage prepaid, or by telecopier, addressed as follows:

To City:       City of Overland Park, Kansas  
                  Department of Public Works  
                  11300 West 91<sup>st</sup> Street  
                  Overland Park, Kansas 66214  
                  ATTN: Rich Profaizer

To Vendor:     Central Salt LLC  
                  1420 State Hwy 14  
                  Lyons, KS 67554

or to such other address as may be specified from time to time by the relevant party. Service shall be deemed complete when the notice or demand is received by the party to whom it is addressed.

*The remainder of this page has intentionally been left blank.*

performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the Vendor fails to comply with the manner in which the Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the Vendor 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 Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
  2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- c. Vendor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

#### **SECTION XV - CONTRACT DOCUMENTS COMPLIMENTARY**

The bidding documents, bid, and Agreement are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the bidding documents, bid, and Agreement is to include all labor, materials, tools, equipment, and transportation necessary for the workmanlike delivery of the rock salt in accordance with the bidding documents, bid, and Agreement. This Agreement supersedes all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect. This Agreement may not be amended or modified except by written agreement of both parties.

#### **SECTION XVI – SEVERABILITY**

The parties agree that should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the



amounts required herein. Vendor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

a. Commercial General Liability:  
Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy **MUST** include the following conditions:  
**Name City of Overland Park as "Additional Insured"**

b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits --  
Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy **MUST** include the following condition:  
**Name City of Overland Park as "Additional Insured."**

**Note: Vendor expressly agrees to only utilize vehicles properly insured under the requirements of this Agreement while performing the services set forth herein, and to ensure that its subcontractors comply with the same.**

c. Workers' Compensation: This insurance shall protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**SECTION XIII - DISPUTE RESOLUTION**

City and Vendor agree that disputes relative to this Agreement shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the delivery of the rock salt as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

**SECTION XIV - AFFIRMATIVE ACTION/OTHER LAWS**

- a. The Vendor agrees that:
  - 1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the

## **SECTION XI - INDEMNITY**

- a. **Definitions** - For purposes of indemnification, the following terms shall have the meanings set forth below:
1. "The Vendor" means and includes Vendor, all of its affiliates and subsidiaries, its subcontractors and material, men and their respective servants, agents and employees; and
  2. "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement, whether arising before or after the completion of the performance required hereunder.
- b. **The Indemnity:** For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.
- It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- c. **General Limitation:** Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.
- d. **Waiver of Statutory Defenses:** With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

## **SECTION XII – INSURANCE**

The Vendor shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein. Vendor shall provide certificates of insurance and renewals thereof on forms acceptable to the City.

Vendor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Vendor shall monitor and promptly notify City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Vendor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum

available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify Vendor of such termination, which shall not constitute a default under this Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

#### **SECTION V - WARRANTY**

The Vendor warrants that each truck load of rock salt shall meet or exceed the requirements set forth in the Specifications. Rock salt failing to comply with the Specifications shall be replaced and/or corrected pursuant to Section IX Material/Work Acceptance of this Agreement, upon receipt of notification, at no cost to the City.

#### **SECTION VI - DESIGNATION OF CONTACT PERSONS**

The Vendor shall designate and provide the name and phone number of the person who will be responsible for coordinating all activities with the City. The City shall provide similar contact information to the Vendor. Both designees shall be available during normal business hours.

#### **SECTION VII - VENDOR'S PERFORMANCE**

The Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation required to deliver (if required) the rock salt to the City's facilities listed in the bidding documents (the "Facilities"), all work to be done in a good and workmanlike manner to the entire satisfaction of the City, and in accordance with all City, State and Federal laws applicable thereto.

#### **SECTION VIII - VENDOR'S RISK**

Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

#### **SECTION IX - MATERIAL/WORK ACCEPTANCE**

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

#### **SECTION X - INDEPENDENT CONTRACTOR**

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

**AGREEMENT  
FOR  
ROCK SALT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of June, 2020, by and between the City of Overland Park, Kansas, hereinafter the "City", and Central Salt LLC, hereinafter the "Vendor".

WITNESSETH:

WHEREAS, the City desires to purchase rock salt in accordance with the Bidding Specifications for Rock Salt issued by the City on April 28, 2020 (hereinafter the "Specifications"); and

WHEREAS, the Vendor has submitted to the City, a bid, in accordance with the requirements of the above-referenced Specifications; and

WHEREAS, the City has selected the Vendor to provide the rock salt upon the terms and conditions and for the sum set forth herein.

NOW THEREFORE, in consideration of the compensation to be paid to the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed as follows:

**SECTION I – SCOPE**

Vendor shall provide Rock Salt to the City in accordance with the Specifications attached hereto and incorporated by reference herein as Exhibit A and at the prices set forth in the Bid for Rock Salt, attached hereto and incorporated by reference herein as Exhibit B.

**SECTION II - PRICE AND PAYMENT TERMS**

Vendor shall provide the material described in the Specifications attached and abide by the terms and conditions of this Agreement. In consideration of accepted material, the City will pay the Vendor the scheduled prices set forth in Bid for Rock Salt, subject to the terms and conditions of this Agreement.

All compensation due shall be payable to Vendor within thirty (30) days of receipt of an undisputed invoice and upon satisfactory completion and acceptance of delivered rock salt.

**SECTION III - AGREEMENT TERM**

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal period, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

**SECTION IV – CASH BASIS LAW**

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget year (i.e. January 1 to December 31) or from funds made

Bidders will promptly notify the City's contract specialist (the "Contract Specialist") of any discrepancies, ambiguity, or error which they discover upon examination of the bidding documents. Discrepancy notifications and/ or inquiries for clarification or interpretation of the bidding documents should be made to:

Sally Wachtel, Contract Specialist  
City of Overland Park  
Public Works Department  
8500 Santa Fe Drive  
Overland Park, Kansas 66212  
Phone: 913-895-6029  
Email: sally.wachtel@opkansas.org

- 1.04 ADDENDUM:** All corrections, changes or interpretations of the bid documents will be made by addendum from the Contract Specialist. Interpretations, corrections, or changes to the bid documents made in any other manner will not be binding.

All addenda issued during the time of bidding will become part of the bidding documents and receipt thereof shall be acknowledged on the bid form. Addenda will be provided to all those known to have a complete set of bidding documents addressed to their last known address. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

- 1.05 SUPPLY METHOD (Delivery / Pickup):** At its option, the City may elect to purchase materials for either pick up by the City at the Vendor's supply location or delivered F.O.B. to one or more City designated facilities. Material elected for pick up will be loaded onto provided transport trucks incidental to the "Material Only" bid price. Material requested to be delivered will be transported and unloaded to one or more of the following designated facility locations:

**City of Overland Park:**

Dennis Garrett Maintenance Facility  
11300 West 91<sup>st</sup> Street  
Overland Park, KS 66214

Blue Valley Maintenance Facility  
6869 West 153<sup>rd</sup> Street  
Overland Park, KS 66223

Hardy Street Storage Facility  
11921 Hardy Street  
Overland Park, KS 66213

**Participating Agencies:**

Blue Valley School District  
Bin #1: 7480 W. 149<sup>th</sup> Terr.  
Overland Park, KS 66223  
Bin #2: 9000 W. 165<sup>th</sup> St.  
Overland Park, KS 66085

Johnson County  
1800 W. Old 56 Highway  
Olathe, KS 66061

City of Leawood  
14303 Overbrook Rd.  
Leawood, KS

City of Lenexa  
Meritex Cave Storage Facility  
10100 Block of Renner Blvd.  
(South Entrance)  
Lenexa, KS 66219

City of Mission  
4775 Lamar Ave.  
Mission, KS 66202

City of Olathe  
Olathe Maintenance Facility  
201 E. Harold St.  
Olathe, KS 66061

City of Roeland Park  
4717 Roe Pkwy.  
Roeland Park, KS

City of Shawnee  
18690 Johnson Drive  
Shawnee, KS 66217

Deliveries to the City of Overland Park may utilize standard single vehicle dump truck, tractor trailer end up, and/or belly dump style delivery trucks. Vendor shall note that there may be participating agencies that have delivery locations with certain height limitations, (no greater than 16 feet) and which may require the restrictive use of belly dump delivery trucks only.

The listed designated facilities are not permanently staffed or equipped to receive bulk material deliveries and as such shall require a 24 hour advance notice by the Vendor to the City on all delivery schedules. General operating hours of the facilities are from 8:00 am to 3:30 pm Monday through Friday; however, the Vendor must provide the required advance notice and delivery coordination schedule. Unless otherwise specified at the time of order, delivered materials shall be supplied no later than ten (10) calendar days from receipt of order.

- 1.06 ACCEPTANCE:** Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

- 1.07 ESTIMATED QUANTITY:** The combined estimated bid quantity for bulk rock salt among the City and the Participating Entities is 31,750 tons, (uncoated). The estimated quantity is based on average seasonal need; however, the actual purchase amount will vary from the estimate pursuant to experienced needs during the bid term. Itemized quantity estimates are as follows:

City of Overland Park =	7,000 Tons
Blue Valley Schools =	750 Tons
Johnson County =	2,500 Tons
City of Leawood =	2,500 Tons
City of Lenexa =	5,000 Tons
City of Mission =	1,000 Tons
City of Olathe =	9,500 Tons
City of Roeland Park =	1,000 Tons
City of Shawnee =	2,500 Tons

Bidders Note – The estimated quantities are for uncoated mined bulk rock salt. To accommodate

the Participating Entities possible purchase of mined rock salt that has been pre-coated with a wetting agent, that material has been included as a bid item. Bidders may submit prices on one or both of these material products.

**1.08 MATERIAL ORDERS:** Orders for materials shall be made separately pursuant to individual needs by the City and each of the Participating Entities. **Orders by the City and each of the Participating Entities will be made through separate individual purchase orders. All receiving, inspection, payments, and other procurement administration will be the responsibility of the individual Participating Entity. Disputes arising from the sale of materials to any of the Participating Entities or that result in payment claims shall be severable and shall not affect the sale of orders to the City or any other non-involved Participating Entities.**

**1.09 INSURANCE:** The Vendor shall be required to procure and maintain the following types and levels of insurance during the life of the resulting Agreement with the City.

a. Commercial General Liability:

Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

**Name City of Overland Park as "Additional Insured". \*(See Bidders Note)**

b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits –

Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy MUST include the following condition:

**Name City of Overland Park as "Additional Insured." (\*See Bidders Note)**

c. Workers' Compensation: This insurance shall protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**\*Bidders Note –** The successful bidder may be required to enter into separate agreements with each of the individual Participating Entities, and such individual Participating Entities may request they be named as "Additional Insured" for their respective agreement.

**1.10 INDEMNITY:**

a. Definitions - For purposes of indemnification, the following terms shall have the meanings set forth below:

1. "The Vendor" means and includes the Vendor, all of its affiliates and subsidiaries, its subcontractors and material, men and their respective servants, agents and employees; and
2. "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement, whether arising before or after the completion of the performance required hereunder.

b. The Indemnity: For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

c. General Limitation: Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

d. Waiver of Statutory Defenses: With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

**1.11 COMPLIANCE WITH AFFIRMATIVE ACTION/OTHER LAWS:**

a. The Vendor agrees that:

1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the Vendor fails to comply with the manner in which the Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments



thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

4. If the Vendor 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 Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

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

c. Contractor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

**1.12 BID AWARD:** The unit price for each bid item will be used in determining the successful low bidder. Bid items shall include both bulk uncoated rock salt and pre-coated, pre-wetted rock salt. Bid items may be awarded separately; therefore bidders may submit prices on one or both of the items. The Vendor(s) awarded the bid shall be required to enter into a formal agreement with the City. At their option each Participating Entity may also adopt the bid results and enter into a separate formal agreement with the Vendor. Bid prices shall be good for a period of one (1) year from the date of execution of the Agreement. At the City or Participating Entity's option, the Agreement may be renewed for two (2) additional one (1) year renewal periods. The Vendor(s) awarded this bid will be expected to enter into separate formal agreements with each Participating Entity, which contain the terms and conditions set forth herein, including but not limited to indemnification obligations to each Participating Entity, for their respective agreement, as required towards the City as set forth herein and additional insured status for each Participating Entity, in each of their respective agreements, as required towards the City as set forth herein.

**Bid Items:**

- |                    |  |
|--------------------|--|
| Uncoated Rock Salt | -Delivered                               |
| Uncoated Rock Salt | -Undelivered (Supplier's Named Location) |
| Coated Rock Salt   | -Delivered                               |
| Coated Rock Salt   | -Undelivered (Supplier's Named Location) |

**SECTION 2: SPECIFICATIONS**

**2.01 GENERAL:** Rock salt to be supplied in accordance with the bid documents shall be suitable for use in the control of ice and snow on municipal streets and bridges. The materials which may be requested to be supplied include both un-coated mined natural rock salt and mined natural rock salt which has been pre-treated with a chemical pre-wetting agent. Whenever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of the invitation to bid.

Supplied rock salt shall be of fresh stock. Reclaimed salt will not be accepted. Both uncoated and coated rock salt shall be supplied at a reasonable moisture content so as to be uniformly free of hardened crystallized nodules or other permanent physical defects which prevents the material from being granularly spread.

**2.02 PHYSICAL AND CHEMICAL REQUIREMENTS:** Dry raw salt to be utilized in the supply of coated and uncoated rock salt shall have a bulk density of 72 lbs. per cubic foot and shall comply with ASTM specification D632 -99, D632-72, Type I, Grade 1 and most current revision.

a. Uncoated "dry" rock salt should contain at least 95% Sodium Chloride. It shall meet the following sieve analysis:

<u>Medium ROCK SALT, U.S. SCREEN MESH</u>	<u>Percent Passing</u>
Passing 3/8" Square Mesh	100%
Passing #4	20% to 40%
Passing #6	2% to 15%
Passing #10	0% to 2%

Bidder's wishing to bid for the supply of uncoated rock salt containing less than 95% sodium chloride shall note on the bid form variance section of such and include the sodium chloride content percentage. At its option the City may elect to consider accepting the bid at a proportionately lower price per ton.

b. Coated "pre-wetted" rock salt should contain at least 95% Sodium Chloride. It shall meet the following sieve analysis:

<u>Medium ROCK SALT, U.S. SCREEN MESH</u>	<u>Percent Passing</u>
Passing 1/2" Square Mesh	100%
Passing 3/8"	95% to 100%
Passing #4	20% to 90%
Passing #6	10% to 60%
Passing #10	0% to 15%

Coated rock salt shall not require any extra handling or equipment and shall be delivered ready to be applied as snow and ice control material. The chemical coatings used on coated rock salt shall be bonded to the dry salt and/or comprised of such characteristics so as to not separate, run or form pools when the rock salt material is stored for long periods of time, (more than 12 months and in temperatures up to 100 degrees F.). Coated rock salt shall include a corrosion inhibitor and remain free flowing to -20 degrees F. The pre-wetting agent used to coat dry rock salt shall chemically consist of:

Magnesium Chloride	29%
Triethanolamine	.6%
Coloring Agent	.25%

Corrosion inhibitor/ Performance Enhancement	.4%
PH	8.6

Bidder's wishing to bid for the supply of coated rock salt containing a chemically equivalent, but slightly variant pre-wetting agent should note on the bid form variance section of such and include the chemical content percentage information.

- 2.03 BID SAMPLE:** Each bidder shall submit with their bid a representative sample of at least one (1) pound of the type of salt being proposed. Each sample shall be plainly marked to show the name of the bidder and the materials location of origin. **IMPORTANT:** Samples must be provided with the bid or prior to the bid opening date and time. Samples can be hand delivered or mailed and clearly marked, "**BID FOR: ROCK SALT,**" to the City Clerk, City of Overland Park, 8500 Santa Fe Drive, Overland Park Kansas 66212.
- 2.04 MATERIAL SAFETY DATA INFORMATION:** Vendor shall provide, for the materials being supplied, current Safety Data Sheets (SDS) with each delivery.
- 2.05 TESTING:** At its option the City may request sample random tests be performed by the Vendor to show supplied material conforms to the specifications. Requested tests shall be at the Vendor's expense and shall follow applicable ASTM testing procedures for moisture content, gradation, PH and sodium content. The number of random test requests shall not exceed 1 per 2500 tons ordered, except where failure to comply with the specifications is found for which the number of tests will be dependent upon finding accepted test results.

Central Salt

CITY OF OVERLAND PARK, KANSAS  
PUBLIC WORKS DEPARTMENT

**BID FOR ROCK SALT**

- The undersigned proposes to furnish and deliver rock salt, as indicated below and in accordance with the bidding documents.

**CITY RESERVES THE RIGHT TO AWARD ANY ONE BID ITEM, A COMBINATION OF BID ITEMS, OR ALL BID ITEMS TO ONE OR MORE VENDORS. BIDS MAY BE SUBMITTED FOR ONE OR MORE BID ITEMS BY ANY ONE VENDOR. IF MORE THAN ONE BID IS SUBMITTED, PLEASE SUBMIT EACH BID IN A SEPARATE ENVELOPE.**

Estimated Quantities: 31,750 tons (uncoated) and 1 ton (coated)

Unit Price for Uncoated "Dry" Rock Salt:

Material and Delivery cost per ton \$ 48.14

Material Only cost per ton (Picked Up\*) \$ 45.00

Unit Price for Coated "Pre-wetted" Rock Salt:

Material and Delivery cost per ton \$ 85.13

Material Only cost per ton (Picked Up\*) \$ 65.00

**\*Name and Address of Pickup Location:**

Central Salt, LLC - Lyons Mine, 1420 State Hwy 14, Lyons, KS 67554

**To be a valid bid, bid submittals shall include:**

- At least five (5) references from agencies to whom the bidder has supplied rock salt in the last three (3) years.
- Bid Sample per Section 2.03 of the Bidding Specifications.
- Material Safety Data Sheet for each type of salt proposed.
- Delivery amount in tons per individual truck load.
- Location of origin for each type of salt proposed.
- Quality confirmation test data.

**This information may be submitted on a separate attachment.**

Approximately 25 tons per truck load

Origin: Central Salt, LLC - Lyons Mine, 1420 State Hwy 14, Lyons, KS 67554

- It is understood that the unit price bid shall be the price charged to the City for rock salt as outlined in the Bid Specification form as either delivered to the facilities listed in the bidding documents or for the material only. The bid award will be based on the lowest overall cost to the City. Bid prices shall be good for a period of one (1) year from the execution of the Agreement. Bidders must state on the bid form any variances and/or exceptions they may have to any bid document requirement.

Pursuant to the Agreement Term, bid prices may be extended for up to two (2) additional one (1) year periods at the sole option of the City.

3. Bidder acknowledges the quantity being bid is an **estimated quantity**. The actual quantity purchased will depend upon need at the time of order during the period the bid prices are valid.
4. The City reserves the right to purchase the material at either the "material and delivery cost per ton" bid or at the "material only cost per ton" bid. If material is delivered, the City expects a maximum delivery time within **10 calendar days** following a requisition for material. **Salt must be delivered by truck from the mine or a suitable stockpile.**
5. The undersigned agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid.
6. In submitting this bid, the undersigned declares that he/she is the only person interested in said bid; that it is made without any connection with any person or persons making another bid for the same contract; and that the bid is in all respects fair and without collusion, fraud, or misrepresentation.
7. The undersigned further declares that he/she has carefully examined the bidding documents and has satisfied himself/herself as to the method of estimating quantities and stockpile locations and understands that in signing this bid he/she waives all right to plead any misunderstanding regarding same. Bids cannot be altered or changed after they have been received by the City and opened.
8. Undersigned acknowledges receipt of Addendum (if an Addendum was issued) \_\_\_\_\_.

**VARIANCES: (Please state variances if material differs from specifications.)**

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DATE: 05/07/2020

Central Salt, LLC

Company Name

  
Signature

Ken Grimm, President

Printed Name

1420 State Hwy 14

Street Address

Lyons, KS 67554

City/State/Zip Code

(620)257-5626 ext 3

Telephone Number

lyoung@centralsalt.com

Email Address





1420 State Rd 14  
Lyons, KS 67554  
Phone No. : 800-879-7258  
Fax No. : 620-257-5052  
Email: LyonsOrders@centralsalt.com

## Sales Quote

**Sales Quote No.** SQ19-00119

**Quote Date** 6/16/2020

**Quote Valid Until** 5/31/2021

**Salesperson** Todd Hamer

**Revision No.** 1

**Payment Terms** Net 30 Days

**Customer ID** C00469

Page: 1

### Sell

**To:** Mission, City of  
Brent Morton  
4775 Lamar Ave  
Shawnee Mission, KS 66202  
UNITED STATES

### Special Instructions:

Part of the City of Overland Park Cooperative Bid

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Item No.	Description	Unit	Quantity	Unit Price	Total Price
Mission, City of Public Works 4775 Lamar Ave Mission, KS 66202-1737					
FG00033	Bulk Deicing Salt	Ton	1,200	\$48.14	\$57,768.00



1420 State Rd 14  
Lyons, KS 67554  
Phone No. : 800-879-7258  
Fax No. : 620-257-5052  
Email: LyonsOrders@centralsalt.com

# Sales Quote

**Sales Quote No.** SQ19-00119

**Quote Date** 6/16/2020

**Quote Valid Until** 5/31/2021

**Salesperson** Todd Hamer

**Revision No.** 1

**Payment Terms** Net 30 Days

**Customer ID** C00469

Page: 1

### Sell

**To:** Mission, City of  
Brent Morton  
4775 Lamar Ave  
Shawnee Mission, KS 66202  
UNITED STATES

### Special Instructions:

Part of the City of Overland Park Cooperative Bid

### Terms of Quote

1. This quotation shall remain firm for a period of 7 calendar days unless signed.
2. New Customer Account forms must be completed and existing customer files must be updated before signed quote will be considered accepted by Central Salt.
3. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quotation. We reserve the right to change our quotation based on documented changes to those transportation costs.
4. Quotation does not constitute a binding obligation, but is subject to credit approval.
5. All purchases are subject to the appropriate sales tax rate, unless exempt.
6. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to price adjustment for market demands and incremental transportation.
7. Bulk product is for end use application and is not intended for blending or repackaging without prior written consent.
8. All orders are subject to Central Salt Terms and Conditions of Business Credit and Sale.
9. Any claims for quantity errors, quality, or damage must be made to Central Salt within 5 days of delivery and supported by satisfactory evidence.
10. Package orders that require multiple delivery locations will be assessed \$150 fee for each additional delivery location.
11. \$250 fee will be added to any in-transit load that is diverted from its original destination.
12. For Package loads, a truckload may be 882 or 931 bags, depending on the vehicle legal load limit.
13. Central Salt reserves the right to direct customer pickups to alternate depot locations within a specific market depending upon demand and/or inventory availability.
14. Central Salt reserves the right to terminate or modify this quote/agreement in the event Customer has not purchased 40% of the committed quantity by December 31, subject to weather conditions. This only applies to deicing products.

Customer  
Acceptance of  
Quote: \_\_\_\_\_

Central Salt: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



<b>City of Mission</b>	Item Number:	5.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Administration</b>	From:	Emily Randel

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

**RE:** Facility Conservation Improvement Program

**DETAILS:** In July 2019, the Community Development Committee directed staff to move forward with the Facility Conservation Improvement Program (FCIP) offered by the Kansas Corporation Commission (KCC) as a way to achieve energy conservation through energy performance contracts. The program supplies a pre-approved list of energy service companies for single procurement energy performance contracts. In November 2020, the Council selected CTS Group to perform an Investment Grade Audit of City facilities. The contract will include the cost of an energy study, audit, improvement or equipment design and costs associated with the implementation of approved improvements.

Energy performance contracting guarantees energy savings, and if the savings are not achieved, the Energy Service Company (ESCO) reimburses the City the difference. An energy audit at the Community Center has been a Council priority, and maintenance issues have also been an increasing concern at both the Community Center and the Public Works facility. State of Kansas staff works in tandem with City staff throughout the project to provide technical assistance and an evaluation of the recommended improvements and the guaranteed energy savings.

CTS Group has presented the City with a list of recommended improvements at each of the City facilities:

- City Hall and Police Department
- Powell Community Center
- Public Works Facility
- City-owned Street and Traffic Lights - Conversion to LED

The recommendations come following a detailed analysis of the energy needs of the City and the anticipated cost of each improvement. The audit will include engineering and construction services and will be comprehensive in fee for service, the administrative fee owed to the State, and the monitoring of the improvements for a minimum of three years following installation.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	
Available Budget:	

<b>City of Mission</b>	Item Number:	5.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Administration</b>	From:	Emily Randel

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

Included in the packet are:

- Investment Grade Audit Agreement Approved November 2020
- Recommended Improvement List with Key Benefits
- Recommended Improvement List with Pricing
- Energy Data Logger Report

Some items were evaluated that are not recommended. Those items are addressed in the key benefits sheet. They are items that have a longer payback period, minimal energy savings, or are not desirable for another reason. Those are described on an individual basis in the attachments.

Facility Conservation Improvement Program Steps:

1. Check references of the pre-approved list of ESCOs.	Completed Summer 2020
2. Schedule walk-throughs with selection of ESCOs	Completed Summer 2020
3. ESCO presentations	Completed Fall 2020
4. Consideration of the selection of an ESCO by the Community Development Committee, City Council	Completed November 2020
5. Investment grade audit performed	Completed Winter/Spring 2021
6. KCC staff review audit report	Completed Spring 2021
7. Consideration of recommendations from report, development of contract	Underway
8. Implementation	Pending

Related Statute/City Ordinance:	NA
Line Item Code/Description:	
Available Budget:	

<b>City of Mission</b>	Item Number:	5.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	May 5, 2021
<b>Administration</b>	From:	Emily Randel

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

Staff has engaged preliminarily with Bruce Kimmel of Ehlers, Inc. to begin review and development of potential financing scenarios. We will present some initial considerations and alternatives in connection with the discussion item in order to establish priorities and final recommendations for development of an action item for the June committee agenda.

**CFAA IMPACTS/CONSIDERATIONS:** The recommended improvements within the FCIP program save energy and lessen the climate impact of City operations. Reducing climate impacts will reduce longterm risks to Mission’s vulnerable populations related to air quality and extreme weather events.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	
Available Budget:	

## INVESTMENT GRADE AUDIT AGREEMENT

This Investment Grade Audit Agreement (the "Agreement") is made and entered into between **CTS Group** (ESCO), having its principal offices at **21911 W 66<sup>th</sup> Street, Suite 210, Shawnee, KS 66226** and **City of Mission** (Customer) at **6090 Woodson, Mission, KS 66202**. WITNESSETH

WHEREAS, the ESCO was selected pursuant to RFP #EVT0006113 to provide energy services to State Agencies and political subdivisions through the State of Kansas' Facility Conservation Improvement Program (FCIP); and

WHEREAS, the Customer desires to enter into an agreement to have the ESCO perform an Investment Grade Audit (IGA) to determine the feasibility of entering into an Energy Performance Contract (EPC) to provide for the installation and implementation of energy and operating cost saving measures at the Customer's facilities.

WHEREAS, if such measures are determined to be feasible, and if the amount of savings can be guaranteed to cover on an annual basis all costs associated with an energy performance contracting project, the Customer, with the approval of the Kansas Corporation Commission (KCC), may negotiate an Energy Performance Contract under which the ESCO will design, procure, install, implement, and monitor such measures. However, this Agreement does not require the Customer to enter into such Energy Performance Contract.

THEREFORE, the parties agree as follows:

### 1. Required Documents

- 1.1. This Investment Grade Audit Agreement (IGAA)
  - 1.1.1. Appendix 1 – Required format and content for IGA Report
- 1.2. Attachment "A" – IGAA Terms and Conditions
- 1.3. Attachment "B" – Maximum Construction Markups and IGA Fee Structure (from the award of RFP #EVT0006113)
- 1.4. Attachment "C" - The List of Buildings/Facilities

### 2. Amendments or Modifications to the Required Documents

The ESCO shall not modify the required documents unless directed by the Customer. All modifications shall require the advance approval of the KCC. Modifications of the required documents are generally not accepted.

### 3. Investment Grade Audit (IGA)

- 3.1. The ESCO agrees to perform an IGA in accordance with the Scope of Work described in Section 6. The ESCO agrees to complete the IGA and present to the Customer and the KCC a final report within **90 days** from the execution of this agreement. The Customer agrees to assist the ESCO in performing the IGA in accordance with the Scope of Work.

- 3.2. The Customer agrees to work diligently to provide full and accurate information. The ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed.
- 3.3. The ESCO agrees to offer in the IGA a proposal for an EPC, based on a recommended package of energy and operating cost saving measures identified by the ESCO. The proposal will include details as specified in Section 6, Scope of Work.

#### 4. Compensation for Investment Grade Audit

- 4.1. The following is the basis upon which a fee ("Report Fee") of **\$11,272.65** shall be due to the ESCO from the Customer. This fee is provided as a negotiated cost by the ESCO under the assumption that the Customer has the intent to enter into an EPC.
- 4.2. If the Customer accepts the IGA and enters into an EPC with the ESCO to implement any or all of the energy and operating cost-saving measures identified in the IGA, the Customer shall have no up-front payment obligations under this Agreement, but acknowledges the Report Fee shall be incorporated into the ESCO's project costs, with 90% of the Report Fee paid on the first construction pay request. Ten percent (10%) will be retained and paid upon satisfactory completion of the energy conservation measures.
- ~~4.3. If the Customer accepts the IGA but does not enter into an EPC with the ESCO to implement the energy and operating cost saving measures within ninety (90) calendar days, the Customer shall pay the ESCO the Report Fee and the agreement will terminate without any further liability to either party.~~
- ~~4.4. If the Customer does not accept the IGA within forty five (45) calendar days, and the ESCO deems the basis for non-acceptance to be unreasonable, the ESCO may appeal to the KCC to assist with resolution or to arrange mediation or arbitration.~~
- 4.5. Should the Customer, during the IGA, terminate this Agreement by written notice to the ESCO, the Customer shall pay the ESCO all proportional contractual payments earned up to the date of termination, in no case to exceed the amount of the Report Fee as agreed to in 4.1. The ESCO will be entitled to no other payments in case of termination and the agreement will terminate without any further liability to either party.
- 4.6. Should the ESCO determine any time during the IGA that sufficient savings cannot be attained to provide the Customer with cost savings adequate to fund the Customer's payment of all annual costs and fees associated with an EPC, the IGA will be terminated by written notice from the ESCO to the Customer. In this event this Agreement shall be cancelled and the Customer shall have no obligation to pay, in whole or in part, the Report Fee specified in 4.1.
- 4.7. Subsequent to the completion of the IGA, the Customer has no obligation to pay, in whole or in part, the Report Fee specified in 4.1 if the project cannot:
  - 4.7.1. Generate sufficient savings to provide the Customer with cost savings adequate to fund the Customer's payments of all annual costs and fees

- associated with an EPC, or
- 4.7.2. Meet statutory payback requirements.
- 4.8. If the KCC determines the IGA fails to meet American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level III audit requirements, at minimum, the Customer has no obligation to pay, in whole or in part, the Report Fee specified in 4.1, and the project will not proceed.

## 5. Requirements

### 5.1. Allowable Cost and Savings Factors:

- 5.1.1. The Customer will provide the ESCO with relevant information and assistance in developing savings estimates.
- 5.1.2. Savings estimates may include the items listed below. Only guaranteed savings can be used in the payback calculation.

- 5.1.2.1. Energy savings
- 5.1.2.2. Rate change savings
- 5.1.2.3. Customer material/commodity savings, including scheduled replacement of parts, when costs are documented and approved in writing by Customer as no longer necessary subsequent to work performed under the contract.
- 5.1.2.4. Outside labor cost savings, including maintenance contracts when costs are documented and approved in writing by Customer as no longer necessary subsequent to work performed under the contract.
- 5.1.2.5. Customer in-house labor costs, limited to those that are fully documented and approved in writing by the Customer. In general, there are no calculable labor savings unless one or more positions will be eliminated as a result of the project.

### 5.1.3. The following items may be negotiated:

- 5.1.3.1. Escalation rates, if guaranteed, for natural gas, electricity, material/commodity cost savings, and allowable labor savings. These are rates to be used in cash flow projections for project development purposes. Cash flow projections should also be developed showing the effect of no escalation in rates. Rates may be modified in a subsequent performance contract. Escalation rates should be applied independently to each source: gas, labor, etc. Use the overall default rate in the latest version of the Energy Escalation Rate Calculator (EERC) maintained by the Federal Energy Management Program, and specify the version number, or provide a rationale for alternate rates. The Customer should provide written documentation to the KCC that they have negotiated and agreed to the escalation rate.
- 5.1.3.2. Interest rates (all types of financing that are available and could be considered for this project)
- 5.1.3.3. Customer equity cash contribution to the project, which may

not exceed 49% of project cost without prior written approval from the KCC.

5.1.4. Avoided capital costs are not eligible cost savings.

## 5.2. Construction Costs Elements and Definitions

5.2.1. Labor (and normal fringe benefits) paid by the ESCO, **exclusive** of labor for design, construction management, monitoring and commissioning.

5.2.2. Materials include wiring, piping and other products incorporated into the project.

5.2.3. Construction equipment includes items which are used in the construction phase, but which are not incorporated into the project.

5.2.4. Subcontractor costs include any payments to third parties relating to subcontracted work on the site **exclusive** of costs for design, construction management, monitoring or commissioning.

5.2.5. Project equipment includes any individual item of equipment incorporated into the project.

5.2.6. Miscellaneous project costs include reasonable expenses for bonds, insurance, job trailers, portable toilets, job vehicles, software licensed to the customer, and job site office space, but **excludes** costs (other than subcontractor costs) incurred by the ESCO'S for office supplies and expenses including document reproduction, phone and fax usage; incidental job site expenses such as tools; general office supplies and expense, including document reproduction, phone and fax usage; meals; travel and overnight accommodations.

## 5.3. Construction Markups

The construction markups listed in Attachment "B" shall be applied to Construction Costs and shall be used as the **maximum** rates for projects to be performed under any EPC with the Customer, but may be negotiated downward. Construction Costs include only items listed in section 5.2 above. The Customer and the KCC will review proposed rates for projects. These rate caps are not to be considered the standard rates to be charged for all projects. Complex, innovative projects shall be allowed to approach the maximum rates; however routine, less complex projects should not justify the maximum rates and lower rates will be expected.

## 5.4. Determination of Payback Compliance

A project must meet both statutory and program requirements regarding payback. As specified more fully below, there is a statutory requirement that a project pay back in a period not to exceed 30 years, as well as an FCIP requirement that a project be fully repaid during the period for which it is financed, and be at least budget neutral each year during the finance period.

### Statutory Payback Requirements

- 5.4.1. KSA 75-37,125 authorizes state agencies and political subdivisions to enter into a contract or lease-purchase agreement for an energy conservation measure under specified conditions. The statute defines "energy conservation measure" as an energy study, audit, improvement or equipment which is designed to provide energy and operational cost savings at least equivalent to the amount expended for the study, audit, improvement or equipment over a period of not more than 30 years.
- 5.4.2. Calculation of Cost Savings for Statutory Compliance
- 5.4.2.1. Guaranteed savings amounts (NOT projected amounts) will be used in determining compliance.
- 5.4.2.2. Stipulated savings (i.e., the outcome is assumed to be achieved, without measurement and verification or documentation of O&M savings) are not considered guaranteed and will not be used for determining payback compliance.
- 5.4.3 Calculation of Total Project Cost for Statutory Compliance includes all fees and costs payable to the ESCO, finance company, consultant, and lender, including interest for the term of the project (the financing period). It does **NOT** include the FCIP fee.
- 5.4.3.1. A Customer may use accrued savings or previously budgeted funds to help pay for the project, however those monies will not reduce the Total Project Cost used in determining statutory compliance, except to the extent it may reduce interest costs. For example, if a Customer is able to contribute \$500,000 upfront to the cost of a \$2.5 million project, the Total Project Cost for determining statutory compliance remains \$2.5 million, less potential savings on interest.
- 5.4.4. Statutory compliance is determined by dividing the Total Project Cost by the Guaranteed Cost Savings for the first year of the project. The result is the number of years it will take the project to pay back, which cannot exceed 30 years. Schedule M of the Energy Performance Contract (EPC) calculates statutory compliance.

### FCIP Additional Payback Requirements

- 5.4.5. The project must be at least budget neutral annually for the term of the project (the number of years for which it is financed), as presented in the cash flow analysis established for the project in EPC Schedule D.
- 5.4.6. Cost savings used in the cash flow analysis must incorporate the expected life of individual ECMs, i.e., savings cannot be claimed for an ECM beyond the expected life of the equipment.
- 5.4.7. The project must pay off within 30 years or within the length of time for which it is financed, whichever is less.
- 5.5. Professional Architect/Engineer Involvement.



A registered architect or professional engineer must review and approve design work done under this contract and be involved throughout the process of auditing, design, construction, and installation. The engineer may be an employee of the ESCO and must be registered in Kansas.

#### 5.6. Standards of Comfort.

Specific standards of comfort, safety and functionality will not be degraded from the existing condition without agreement of the Customer and will meet or exceed minimum established industry standards.

#### 5.7. FCIP Fee

In accordance with Kansas Statute 75-37,125 (e), an FCIP fee for administrative support, resources, third-party oversight and review and other services made available by and through the KCC will be calculated in accordance with the following schedule:

Project Fees and Costs, excluding financing	FCIP Fee
First \$100,000	.04
Next \$100,001 to \$500,000	.03
Next \$500,001 to \$1,000,000	.02
Next \$1,000,001 to \$5,000,000	.01
Over \$5,000,000	.005

The FCIP fee is established between the KCC and the Customer in accordance with a Memorandum of Understanding and is not a component of "construction costs" used to determine the fee for ESCO services. The FCIP fee amount may be included in project financing and will be payable if the Customer enters into an Energy Performance Contract.

## 6. Scope of Work

The Customer will allow the ESCO reasonable access to facility staff to ensure understanding of existing systems and opportunities. The ESCO agrees to work diligently to assess the validity of information provided and to confirm or correct the information as needed

### 6.1. Collect data and background information from the Customer:

6.1.1. The Customer will provide the ESCO with information concerning facility operation and energy use for the most recent three years from the effective date of this Agreement as follows.

- 6.1.1.1. Building area (square footage)
- 6.1.1.2. Construction date of buildings and major additions
- 6.1.1.3. Utility company invoices
- 6.1.1.4. Occupancy and usage information
- 6.1.1.5. Description of energy-consuming or energy-saving equipment used on the premises, as available

- 6.1.1.7. Description of energy management procedures utilized on the premises
  - 6.1.1.8. Description of any energy-related changes made or currently being implemented in equipment or structures
  - 6.1.1.9. Description of future plans regarding building modifications or equipment modifications and replacements
  - 6.1.1.10. Drawings, as available (may include mechanical, plumbing, electrical, buildings automation and temperature controls, structural, architectural, modifications, and remodels)
  - 6.1.1.11. Original construction submittals and factory data (specifications, pump curves, etc.), as available
  - 6.1.1.12. Operating engineer logs, maintenance work orders, etc. as available
  - 6.1.1.13. Records of maintenance expenditures on energy-using equipment, including service contracts
  - 6.1.1.14. Prior energy audits or studies, if any.
- 6.1.2. The Customer agrees to work diligently to furnish the ESCO, upon request, accurate and complete data and information as available. Where information is not available from the Customer, the ESCO will make a diligent effort to collect such information through the facility inspection, staff interviews, and utility companies. The ESCO agrees to work diligently to assess the validity of information provided and to confirm or correct the information as needed.
- 6.1.3. The Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to the ESCO, upon its request, all of its records and complete data concerning energy and operating costs for the premises under review, including the following data for the most current thirty-six (36) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized.

If requested, the Customer shall also provide any prior energy audits of the premises, and copies of the Customer's financial statements and records related to energy usage and operations for said thirty-six (36) month period at said premises, and shall make agents and employees familiar with such records available for consultations and discussions with the ESCO. The ESCO agrees to input a minimum of 36 months of utility data (electricity, gas, etc.) into the Energy Star Portfolio Manager (or an alternate energy tracking software system approved by the KCC) and share this data with Customer and the Kansas Energy Office electronically.

6.2. Perform an energy audit in accordance with ASHRAE Level III:

- 6.2.1. The ESCO shall interview the facility manager, maintenance staff or others regarding facility operation, including:
  - 6.2.1.1. Energy management procedures
  - 6.2.1.2. Equipment maintenance problems

- 6.2.1.3. Comfort problems and requirements
  - 6.2.1.4. Equipment reliability
  - 6.2.1.5. Projected equipment needs
  - 6.2.1.6. Occupancy and use schedules for the facility and specific equipment
  - 6.2.1.7. Facility improvements, past and planned
  - 6.2.1.8. Safety and/or health related challenges or concerns associated with any energy systems (lighting levels, ventilation, etc)
- 6.2.2. Inspect major energy-using equipment, including:
- 6.2.2.1. Lighting (indoor and outdoor)
  - 6.2.2.2. Heating and heat distribution systems
  - 6.2.2.3. Cooling systems and related equipment
  - 6.2.2.4. Automatic temperature control systems and equipment
  - 6.2.2.5. Air distribution systems and equipment
  - 6.2.2.6. Outdoor ventilation systems and equipment
  - 6.2.2.7. Exhaust systems and equipment
  - 6.2.2.8. Hot water systems
  - 6.2.2.9. Electric motors, transmission and drive systems
  - 6.2.2.10. Special systems (kitchen/dining equipment, swimming pools, laundry equipment, etc.)
  - 6.2.2.11. Renewable energy systems
  - 6.2.2.12. Other energy using systems
  - 6.2.2.13. Water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.)
- 6.2.3. Perform "late-night" surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules, if deemed necessary.
- 6.2.4. Develop a preliminary list of potential energy saving measures. Consider the following for each system:
- 6.2.4.1. Comfort and maintenance problems
  - 6.2.4.2. Energy use, loads, proper sizing, efficiencies and hours of operation
  - 6.2.4.3. Current operating condition
  - 6.2.4.4. Remaining useful life
  - 6.2.4.5. Feasibility of system replacement
  - 6.2.4.6. Hazardous materials and other environmental concerns
  - 6.2.4.7. The Customer's future plans for equipment replacement or building renovations
  - 6.2.4.8. Facility operation and maintenance procedures that could be affected.
  - 6.2.4.9. Capability to monitor energy performance and verify savings.
- 6.3. Establish base year consumption and reconcile with end use consumption estimates.
- 6.3.1. Examine utility bills for the past 36 months and establish base year consumption for electricity, gas, steam, etc. in terms of energy units (kWh, kW, MCF, Therms, or other units used in bills) and in terms of

dollars. Specify any conversion factors used. Describe the process used to determine the base year (averaging, selecting most representative contiguous 12 months, removal of anomalies, or other statistical or weather-normalized method). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. Account for periods of time when equipment was broken or malfunctioning in calculating the base year.

- 6.3.2. Estimate loading, usage and/or hours of operation for all major end uses representing over five percent of total facility consumption, and reconcile to utility bills including, but not limited to:

- 6.3.2.1. Lighting
- 6.3.2.2. Heating
- 6.3.2.3. Cooling
- 6.3.2.4. HVAC motors (fans and pumps)
- 6.3.2.5. Plug loads
- 6.3.2.6. Kitchen equipment
- 6.3.2.7. Other/miscellaneous

Where loading or usage are highly uncertain (including variable loads such as cooling), the ESCO will use its best judgment or take direction from the Customer to use spot measurements or short-term monitoring.

- 6.3.3. Reconcile annual end-use estimated consumption with the annual base year consumption to within five percent for electricity (kWh) and fuels. Also reconcile electric peak demand (kW) for each end use within five percent. The miscellaneous category can be no greater than five percent. This reconciliation will place reasonable limits on potential savings.

- 6.4. Conduct an analysis of potential Energy Conservation Measures (ECMs):

- 6.4.1. Identify ECMs, which appear in the judgment of the ESCO to be likely to be cost effective and therefore warrant detailed analysis.
- 6.4.2. For each ECM, prepare an estimate of energy cost savings including description of analysis methodology, supporting calculations and assumptions used to estimate savings.

- 6.5. Present Findings:

- 6.5.1. Meet with the Customer and the KCC to discuss assessment of energy use, savings potential, project opportunities, and potential for developing an energy performance contract. Discuss whether the proposed project meets the Customer's requirements for economics, construction schedule, technical specifications, etc., while meeting program requirements.
- 6.5.2. The Customer shall, at its discretion, have the option to reject any presented calculation of savings, potential savings allowed, or project recommendations.
- 6.5.3. Based on the discussion, create a list of recommended ECMs for further

analysis.

- 6.6. Conduct an in-depth analysis of each ECM identified in 6.5.3.:
  - 6.6.1. Consider technologies in a comprehensive approach including, but not limited to: lighting systems, heating/ventilating/air conditioning equipment and distribution systems, controls systems, building envelope, motors, kitchen equipment, pools, renewable energy systems or other special equipment.
  - 6.6.2. For each ECM:
    - 6.6.2.1. Identify the source of each cost estimate.
    - 6.6.2.2. Follow the methodology of ASHRAE, or other nationally-recognized authority based on the engineering principle(s) identified in the description of the retrofit option.
    - 6.6.2.3. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.
- 6.7. Prepare an IGA report that conforms to the specifications outlined in Appendix 1.
- 6.8. Submit the audit report to the Customer and the KCC for review.
  - 6.8.1. Submit the IGA Report to the Customer and the KCC. Allow two (2) calendar weeks for review. The IGA document will not be changed as a result of the review.
  - 6.8.2. Prepare and submit a Supplement to the IGA that responds to each review comment/concern raised by the Customer and the KCC. The Supplement will be attached to the IGA and will contain only the response to comments and resultant changes to the report.
- 6.9. Sign the Certificate of Acceptance-IGA which has been signed by the Customer and submit it to the KCC.

## **7. Termination**

- 7.1. The ESCO may terminate this Agreement as described in Sections 4.6.
- 7.2. Either party (the Customer or the ESCO) may terminate this Agreement upon the failure of the other party to fulfill the terms of the Agreement. Termination shall be effective 30 calendar days from receipt of written notice if conditions of default are not first corrected.
- 7.3. The Customer may terminate this Agreement upon 30 calendar days written notice at its convenience and pay to the ESCO all proportional contractual payments earned up to the date of termination. The ESCO will be entitled to no other payments in case of termination for convenience.

## **8. Energy Performance Contract**

The Parties intend to negotiate an EPC under which the ESCO will design, install and

implement energy conservation measures which the Parties have agreed to and provide certain maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an agreement. The terms and provisions of such an EPC will be set forth in a separate agreement.

## 9. Notices

Notices required by these Contract Documents must be in writing and delivered in person or delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

### **CUSTOMER**

#### ***City of Mission***

*Ronald E. Appletoft, Mayor*

*6090 Woodson St*

*Mission, KS 66202*

*Contact Person: Emily Randel, Assistant to the City Administrator Ph: 913-676-8368*

*Email:erandel@missionks.org*

### **ESCO**

#### ***CTS Group***

*Scott Ririe*

*16647 Chesterfield Grove Rd, Suite 200*

*Chesterfield, MO 63005*

*Contact Person: Ellie Blankenship Ph: 314-221-5235*

*Email:eblankenship@ctsgroup.com*

### **KANSAS CORPORATION COMMISSION**

#### ***Energy Division***

*1500 SW Arrowhead Rd.*

*Topeka, KS 66604-4027*

*Contact Person: Keith Kueny Ph: 785-271-3352*

*Lynn Retz, Ph: 785-271-3170*

*Email:fcip@kcc.ks.gov*

## 10. Disputes

Disputes that cannot be resolved by negotiation between the Customer and the ESCO may be submitted to the KCC to establish processes for mediation or arbitration.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this agreement on the date first written above.

**CTS Group**

**City of Mission**

By: Scott Ririe  
**Scott Ririe**

By: Ronald E. Applecote  
**Ronald E. Applecote**

Title: \_\_\_\_\_  
**Vice President Midwest**

Title: Mayor  
**Mayor**

Date: 02-01-21

Date: 1/22/2021

**Approved as to Form:**

\_\_\_\_\_  
Legal Counsel for Customer (if required)

Date: \_\_\_\_\_

The KCC's approval of this contract is for the Customer to proceed with energy conservation measures, as provided under K.S.A. 75-37,125, within the Facilities Conservation Improvement Program. However, the KCC makes no representations or warranties, express or implied, pertaining to the subject matter contained herein, and shall not be held liable in the event the ESCO or the Customer fail to perform any contractual obligations. Nor shall the KCC be held liable for any tortious conduct performed by either the ESCO or the Customer in furtherance of the contract.

APPROVED, KANSAS CORPORATION COMMISSION

By: Lynn M. Reitz

Title: Executive Director

Date: 15 March 2021

## **APPENDIX 1: IGA REPORT FORMAT AND CONTENT**

The report provides an engineering and economic basis for negotiating a potential EPC between the Customer and the ESCO. The report will contain each of the following sections, with additional details regarding each section below:

1. Overview
2. Facilities Description
3. Utility Analysis
4. Energy Conservation Measures (ECMs)
5. Financial Analysis
6. Project Implementation and Commissioning
7. Measurement and Verification (M&V)

Pages shall be numbered in the IGA and its supporting appendices using a consistent format. If pages are not numbered sequentially across the entire report (i.e., page 1-100), they shall be numbered by section (i.e., pages in the Overview section will be labeled 1-1, 1-2, 1-3; pages in the Facilities Description section will be labeled 2-1, 2-2, 2-3; etc.). Avoid disconnected sections of the report or appendices, which simply state, "Page 1 of 5", for example.

All tables and figures shall be numbered, labeled, and referred to using a consistent format. If electronic versions of the IGA and supporting calculations are not provided, the ESCO shall make arrangements with the KCC for an in-person review.

The KCC reserves the right to modify this template; please obtain the latest version from the KCC. ESCO modifications to this report format may be made only with KCC advance approval.

### **1. Overview**

- 1.1. Contact information for both the Customer and ESCO
- 1.2. Brief executive summary identifying project phases, building names, total project cost, total energy savings, and financial summary
- 1.3. Summary table of recommended ECMs by Building and ECM, with itemization for each measure of total cost, annual operation and maintenance (O&M) cost savings, first year cost savings (in dollars and energy units), construction payback, and new equipment service life. For each ECM, include the percentage of savings the ECM provides compared to the project's total expected energy savings. Construction payback is calculated as the construction cost divided by the first year guaranteed cost savings. It is not a fully loaded cost, but allows for relative comparison between various ECMs. The ESCO is expected to use the Summary Table provided by KCC (found in EPC Schedule A) unless advance approval is obtained for a different format.



- 1.4. Include a calculation of total cost savings expected (guaranteed and projected) if the Customer implements all recommended ECMs and the expected percentage of energy cost savings compared to the facility's total current energy cost
- 1.5. Conclusions and recommendations

## **2. Facilities Description**

- 2.1. List and provide a brief description of buildings
  - 2.1.1. Number and age of buildings
  - 2.1.2. Square footage (by building and total)
  - 2.1.3. Type of construction (wall, roof, window, etc.)
  - 2.1.4. Major additions/renovations
  - 2.1.5. Operational hours and set points
  - 2.1.6. Description and number of mechanical and electrical systems (e.g., HVAC, lighting, boilers, etc.) as they pertain to all ECMs considered
    - 2.1.6.1. Location and area of service
    - 2.1.6.2. Age
    - 2.1.6.3. Applicable specifications
    - 2.1.6.4. Useful life (Provide justification. For example, instead of stating "the unit has reached the end of its useful life and needs to be replaced," state, "At 14 years old, the unit has nearly reached the end of its expected life of 15 years, as provided by manufacturer specifications. Given the current maintenance obligations for this unit, it should be replaced.")

## **3. Utility Analysis**

Summary of annual energy use and costs of existing or base-year condition (by fuel type and in dollars and energy units), to include at a minimum:

- 3.1. Description and itemization of current billing rates, including demand charges, schedules, and riders
- 3.2. Summary of all utility bills for all fuel types (minimum of three years)
- 3.3. Base year consumption and description of how established
- 3.4. End-use reconciliation with base year (include discussion of any unusual findings)

## **4. Energy Conservation Measures (ECMs)**

The ECM section shall contain a complete description of each recommended ECM including:

- 4.1. Existing conditions. Include equipment, set points, operational hours, etc.
- 4.2. Description of equipment to be installed and how it will function.

- 4.3. Discussion of facility operations and maintenance procedures that will be affected by ECM installation and implementation. Specify maintenance responsibilities for the Customer and the ESCO.
- 4.4. Savings calculations:
  - 4.4.1. Base-year energy use and cost
  - 4.4.2. Post-retrofit energy use and cost
  - 4.4.3. Savings estimates, including analysis methodology, supporting calculations and assumptions used:
    - 4.4.3.1. Annual cost savings for all ECMs must be determined for each year during the finance period up to the expected useful life of the ECM. Savings must be able to be achieved each year (cannot report average annual savings over the term of the contract)
    - 4.4.3.2. Savings estimates must be limited to savings allowed by the Customer as described in IGAA Section 5.1.
      - 4.4.3.2.1. If computer simulation is used, include a short description and state key input data. If requested by the Customer or KCC, access will be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the IGA Report with documentation that explains how the final savings figures are derived from the simulation program output printouts.
      - 4.4.3.2.2. If manual calculations are employed, formulas, assumptions, and key data shall be stated.
  - 4.4.4. Percent cost savings projected and guaranteed.
  - 4.4.5. Description and calculations for any proposed rate changes or escalation rates identified in 5.1.2.2. or 5.1.3.1 of the IGAA, respectively.
  - 4.4.6. Explanation of how savings duplication or interaction between retrofit options is accounted for in calculations.
  - 4.4.7. Operation and maintenance savings, including detailed calculations and descriptions. Ensure that maintenance savings are applied only in the applicable years and only during the lifetime of the particular equipment. Provide documentation of service life.
- 4.5. Cost estimate

Include all anticipated costs associated with installation and implementation. Provide preliminary specifications for major mechanical components as well as detailed equipment counts (e.g., lighting fixtures). The following shall also be included:

  - 4.5.1. Engineering/design costs

- 4.5.2. Contractor/vendor estimates for labor, materials, equipment; include special provisions, overtime, etc., as needed to accomplish the work with minimum disruption to the operations of the facilities.
- 4.5.3. Permit costs
- 4.5.4. Construction management fees
- 4.5.5. Performance/payment bond costs
- 4.5.6. Commissioning costs
- 4.5.7. Other costs/fees
- 4.5.8. Company overhead/profit
- 4.5.9. Environmental costs or benefits (disposal, avoided emissions, handling of hazardous materials, etc.)

Note that markups and costs in IGAA Attachment B are ceilings that can be negotiated downward by the Customer, pricing must be transparent, and all costs shall be reasonable for the work or services performed.

In lieu of work proposed to be performed by the ESCO or a subcontractor recommended by the ESCO, the ESCO agrees the Customer may specify that certain energy conservation measure components will be subject to requests for bids to the ESCO from one or more contractors acceptable to the Customer. The ESCO shall provide its specifications for bids for review and comment prior to their release to bidders. Upon written request by the Customer, the ESCO will provide the Customer copies of all bid responses. The ESCO must consent to the bidder reasonably recommended by the Customer, and the ESCO warrants that such consent shall not be unreasonably withheld. The timeframe provided in IGAA Section 3.1 shall be extended by a reasonable number of days taken by the ESCO to obtain bids and conclude bidder selection discussions with the Customer.

- 4.6. Discussion of measures considered, but not investigated in detail.

## **5. Financial Analysis**

- 5.1. Financing options
- 5.2. Preliminary Pro Forma Cash Flow, using sample table provided by KCC (Found in EPC Schedule D)
  - 5.2.1. Guaranteed savings must be shown in the accumulated cash flow (projected savings is optional)
  - 5.2.2. The table must clearly identify guaranteed versus projected savings, for both energy and operations and maintenance
- 5.3. Provide justification for all escalation rates used in calculations
- 5.4. Any contingencies or other ESCO-related fees must be clearly identified

## **6. Project Implementation and Commissioning**

- 6.1. General discussion
- 6.2. Project/construction management and responsibilities, including, but not limited to the following:
  - 6.2.1. Communications and scheduling
  - 6.2.2. Change orders and alterations
  - 6.2.3. Project closeout
- 6.3. Project timeline
- 6.4. Commissioning
  - 6.4.1. Commissioning plan
  - 6.4.2. Discussion of impacts the Customer might experience after the contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify who is responsible for maintenance.
  - 6.4.3. Address compatibility with existing systems.

## **7. Preliminary Measurement and Verification (M&V) Plan**

Measurement and verification (M&V) means the standards and definitions in the most current International Performance Measurement and Verification Protocol (IPMVP).

- 7.1. Include a preliminary M&V plan, explaining how savings from each ECM is to be measured and verified.
- 7.2. Complete appendices including data used to prepare analyses and description of how data were collected must be provided.

## **IGAA ATTACHMENT A: TERMS AND CONDITIONS**

### **1. Contractual Provisions Attachments**

- 1.1. The Provisions found in Contractual Provisions Attachment (Form DA146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- 1.2. The Customer may incorporate its standard contract provisions as an attachment to this contract. The KCC must approve this attachment.

### **2. Assignment and Delegation**

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

### **3. Indemnification**

To the extent authorized by law, the ESCO shall indemnify, save and hold harmless the Customer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the ESCO or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### **4. Venue**

The laws of the State of Kansas, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

### **5. Non-Discrimination**

The ESCO shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

### **6. Incurring Costs**

The Customer is not liable for any cost incurred by the ESCO prior to issuance of a legally-executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

### **7. Documents Provided to KCC**

All notices, reports, and other documents provided by the ESCO to the Customer, and by the Customer to the ESCO, must be provided at the same time to the KCC.

**IGAA ATTACHMENT B:  
MAXIMUM CONSTRUCTION MARKUPS AND IGA FEE STRUCTURE**

**COST PROPOSAL**

Use the formats below to submit cost proposals by region for maximum construction markups and the investment grade audit fee.



**Maximum Construction Markups**

CONSTRUCTION MARKUPS provide compensation for project design, construction management, construction period interest, commissioning, training, measurement and verification services for 3 years, and ESCO overhead and profit. The percentages bid below are the maximum rate that can be charged, not the rate participants might expect to negotiate for routine, less complex projects.

(Enter as a **DECIMAL** to be applied to the Construction costs; i.e., enter "0.15" NOT "15%")

Apply to the *PORTION* of Construction	FCIP Region					
	N	NC	NE	SW	SC	SE
From \$0 to \$1,000,000	0.41	0.41	0.41	0.41	0.41	0.41
From \$1,000,001 to \$5,000,000	0.39	0.39	0.39	0.39	0.39	0.39
From \$5,000,001 to \$10,000,000	0.36	0.36	0.36	0.36	0.36	0.36
Greater than \$10,000,000	0.33	0.33	0.33	0.33	0.33	0.33

**Example - Total Project Construction Costs = \$7,350,020**

Apply to the \*PORTION\* of Construction Costs

Greater than \$0 and no more than \$1 Million

Greater than \$1 Million and no more than \$5 Million

Greater than \$5 Million and no more than \$10 Million

Greater than \$10 Million

Total Construction Markup = (W \* \$1,000,000) + (X \* \$4,000,000) + (Y \* \$2,350,020)

Example

W \$1,000,000

X \$4,000,000

Y \$2,350,000

Z

Investment Grade Audit Fee  
 (price {in dollars} per sq. ft. unless otherwise noted)

Principle Building Activity	FCIP Region					
	NW	NC	NE	SW	SC	SE
Corrections	0.12	0.12	0.12	0.12	0.12	0.12
Education - Higher Ed.	0.12	0.12	0.12	0.12	0.12	0.12
Education - USD	0.10	0.10	0.10	0.10	0.10	0.10
Food Sales or Service	0.12	0.12	0.12	0.12	0.12	0.12
Health Care - Inpatient	0.12	0.12	0.12	0.12	0.12	0.12
Health Care - Outpatient	0.12	0.12	0.12	0.12	0.12	0.12
Lodging	0.08	0.08	0.08	0.08	0.08	0.08
Office	0.10	0.10	0.10	0.10	0.10	0.10
Public Assembly	0.10	0.10	0.10	0.10	0.10	0.10
Storage or Warehouse	0.05	0.05	0.05	0.05	0.05	0.05
Other	0.12	0.12	0.12	0.12	0.12	0.12
Meter Replacement (price per meter)	N/A	N/A	N/A	N/A	N/A	N/A
Exterior Lighting (price per post or base)	1.25	1.25	1.25	1.25	1.25	1.25
Central Plant System (price per capita)	0.10	0.10	0.10	0.10	0.10	0.10
NON TRADITIONAL ENERGY RELATED ITEMS - Fees for analysis of non-traditional measures, including but not limited to, wind and other community energy generation projects etc., will be negotiated between the ESCO and the public and will not exceed <u>10</u> % of the total projected cost of the measure.						

**IGAA ATTACHMENT C:  
LIST OF BUILDINGS/FACILITIES**

**Powell Community Center**

6200 Martway Street  
Mission, KS 66202

**Mission City Hall**

6090 Woodson Street  
Mission, KS 66202

**Public Works Department**

4775 Lamar Ave  
Mission, KS 66202

**City-Owned Street Lighting**








**City of Mission Guaranteed Energy Savings Project Benefits**





































Prepared by the CTS Group

4/29/2021

**Legend:**

-  Energy Savings
-  Reduces Maintenance
-  Critical Infrastructure Need
-  Improves Comfort
-  Reduces Water Use








ECM Description	Key Benefits
<b>Community Center</b>	
LED Retrofit	  Improves light quality; reduces maintenance with longer life bulbs and fixtures
Lighting Controls	 New remote scheduling capability; restores the functionality of the lighting control system
Replace HVAC - Roof Top Units (AHU 7, 8, 9)	   Right sized equipment will prevent short cycling which reduces the equipment life; higher efficiency; equipment at the end of useful life
Chiller Replacement	    Equipment at the end of useful life with extensive repair costs; eliminates the cooling tower; ties the pool unit to the chiller which eliminates the additional compressors for the pool unit
Upgrade Pool Unit - 70 Tons, Fix Pool Exhaust	   Equipment at the end of useful life with extensive repair costs; new unit uses chilled water and hot water eliminating the high maintenance compressors; utilizing chilled water instead of DX increases the efficiency
Replace Boilers with Hybrid Condensing/Non-Condensing Boiler Plant	   Equipment at the end of useful life with extensive repair costs; higher efficiency
Bipolar Ionization	  Improves indoor air quality; reduces outside air required for ventilation
Controls, Data Analytics, Retro-Cx	  Remote access to controls; optimization of systems operation; replaces failed controls components
Testing and Balancing of HVAC System	 Ensures mechanical systems are balanced correctly; required with replacement of mechanical systems
Pool - Destratification Fans	  Circulates warm air from ceiling to floor; reduces window condensation
Gym Destratification Fans	  Circulates warm air from ceiling to floor; maintains good air distribution with smaller RTUs installed
Pool Smart Pump Controller and Variable Frequency Drive	 Reduces water flowrate through the pool
Onsite Hypochlorite Generation System for Pool	  Eliminates chlorine stored on-site; reduces chemical costs; eliminates water used for chlorine dilution
Weatherization	  Reduces air infiltration; improves comfort
<b>Public Works</b>	
LED Retrofit	  Improves light quality; reduces maintenance with longer life bulbs and fixtures
HVAC Upgrade	   Equipment at the end of useful life; improves space comfort; eliminates outdated refrigerant
Testing and Balancing	 Improves space comfort

**City of Mission Guaranteed Energy Savings Project Benefits**

















Prepared by the CTS Group

4/29/2021

**Legend:**

-  Energy Savings
-  Reduces Maintenance
-  Critical Infrastructure Need
-  Improves Comfort
-  Reduces Water Use








ECM Description	Key Benefits
Wifi Thermostat Control	  Controls temperature setpoints and occupancy schedule; improves space comfort
Weatherization	  Reduces air infiltration; improves comfort
<b>City Hall/Police Station</b>	
LED Retrofit	 Improves light quality; reduces maintenance with longer life bulbs and fixtures
HVAC Upgrade	  Equipment at the end of useful life; eliminates outdated refrigerant
Testing and Balancing of HVAC System	 Improves space comfort
Wifi Thermostat Control	  Controls temperature setpoints and occupancy schedule; improves space comfort
Weatherization	  Reduces air infiltration; improves comfort
<b>City Wide</b>	
Street Light Replacement with LED	  Uses improved technology; Reduces maintenance
LED Traffic Light Retrofit	  Uses improved technology; Reduces maintenance

## City of Mission Guaranteed Energy Savings Project Benefits






Prepared by the CTS Group

4/29/2021

### Legend:

-  Energy Savings
-  Reduces Maintenance
-  Critical Infrastructure Need
-  Improves Comfort
-  Reduces Water Use



ECMs Investigated but Not Included	Key Benefits	Other Considerations
<b>Community Center</b>		
Liquid Film Pool Cover	 Reduces heat and makeup water required	Water savings not included in FCIP program
Skylight Replacement - Kalwall - Gym	 Eliminates roof leaks	No significant energy savings
Skylight Replacement - Kalwall - Pool	 Eliminates roof leaks	No significant energy savings
<b>Public Works</b>		
Destratification Fans in High Bay	 Improves space comfort	No significant energy savings
<b>City Hall/Police Station</b>		
Window Replacement	 Addresses long term maintenance need	High Cost/Long Payback

**City of Mission Guaranteed Energy Savings Project Scope and Cost Summary**  
**Prepared by the CTS Group**  
**4/30/2021**



ECM Description	Electricity kW savings	Electricity kWh Savings	Natural Gas Therm Savings	Guaranteed Energy Savings	Operation & Maintenance Savings	Total Savings	Construction Cost	Simple Payback, Years
<b>Community Center</b>								
LED Retrofit	393	277,043	(2,081)	\$16,719	\$1,938	\$18,657	\$73,784	4.0
Lighting Controls	0	0	0	\$0	\$0	\$0	\$68,000	N/A
Replace HVAC - Roof Top Units (AHU 7, 8, 9)	0	0	0	\$0	\$0	\$0	\$197,725	N/A
Chiller Replacement	0	0	0	\$0	\$0	\$0	\$316,673	N/A
Upgrade Pool Unit - 70 Tons, Fix Pool Exhaust	0	0	0	\$0	\$0	\$0	\$332,341	N/A
Replace Boilers with Hybrid Condensing/Non-Condensing Boiler Plant	0	0	0	\$0	\$0	\$0	\$211,362	N/A
Bipolar Ionization	0	0	0	\$0	\$0	\$0	\$22,663	N/A
Controls, Data Analytics, Retro-Cx	0	0	0	\$0	\$0	\$0	\$132,500	N/A
Testing and Balancing of HVAC System	0	0	0	\$0	\$0	\$0	\$15,575	N/A
Savings for All Mechanical and Control System Improvements - Boiler Plant, Chiller Plant, RTUs, Pool Unit, Bipolar Ionization, Controls, Data Analytics, and Retro-Commissioning (Listed above in Light Blue)	931	479,212	18,198	\$43,358	\$18,286	\$61,644	\$0	19.9
Pool - Destratification Fans	0	(1,636)	699	\$315	\$0	\$315	\$16,875	53.6
Gym Destratification Fans	0	(2,712)	1,343	\$628	\$0	\$628	\$29,725	47.3
Pool Smart Pump Controller and Variable Frequency Drive	0	49,240	0	\$2,659	\$0	\$2,659	\$31,035	11.7
Onsite Hypochlorite Generation System for Pool	0	0	644	\$371	\$4,656	\$5,027	\$70,540	14.0
Weatherization	0	4,082	1,646	\$1,168	\$0	\$1,168	\$13,225	11.3
<b>Community Center Total</b>	<b>1,324</b>	<b>805,229</b>	<b>20,449</b>	<b>\$65,218</b>	<b>\$24,880</b>	<b>\$90,098</b>	<b>\$1,532,023</b>	<b>17.0</b>
<b>Public Works</b>								
LED Retrofit	39	27,614	(92)	\$2,289	\$173	\$2,462	\$29,598	12.0
HVAC Upgrade	31	12,096	(1,781)	\$263	\$0	\$263	\$25,498	97.0
Testing and Balancing	0	0	0	\$0	\$0	\$0	\$842	N/A
Wifi Thermostat Control	0	2,809	145	\$395	\$0	\$395	\$1,765	4.5
Weatherization	0	261	1,245	\$837	\$0	\$837	\$9,250	11.1
<b>Public Works Total</b>	<b>70</b>	<b>42,780</b>	<b>(483)</b>	<b>\$3,784</b>	<b>\$173</b>	<b>\$3,957</b>	<b>\$66,953</b>	<b>16.9</b>
<b>City Hall/Police Station</b>								
LED Retrofit	116	43,909	(150)	\$3,109	\$389	\$3,498	\$22,619	6.5
HVAC Upgrade	24	5,586	604	\$1,089	\$0	\$1,089	\$71,312	65.5
Testing and Balancing of HVAC System	0	0	0	\$0	\$0	\$0	\$8,940	N/A
Wifi Thermostat Control	0	6,989	80	\$800	\$0	\$800	\$9,067	11.3
Weatherization	0	2,038	768	\$717	\$0	\$717	\$7,250	10.1
<b>City Hall/Police Station Total</b>	<b>140</b>	<b>58,522</b>	<b>1,302</b>	<b>\$5,715</b>	<b>\$389</b>	<b>\$6,104</b>	<b>\$119,188</b>	<b>19.5</b>
<b>City Wide</b>								
Street Light Replacement	0	245,828	0	\$20,650	\$12,086	\$32,736	\$354,000	10.8
LED Traffic Light Retrofit	0	83,368	0	\$0	\$0	\$0	\$45,000	N/A
Allowance for Raw Material Cost Increases							\$23,000	
Contingency							\$107,008	
Bond and Insurance							\$58,000.00	
<b>Totals</b>	<b>1,533</b>	<b>1,235,727</b>	<b>21,268</b>	<b>\$95,367</b>	<b>\$37,528</b>	<b>\$132,895</b>	<b>\$2,305,172</b>	<b>17.3</b>

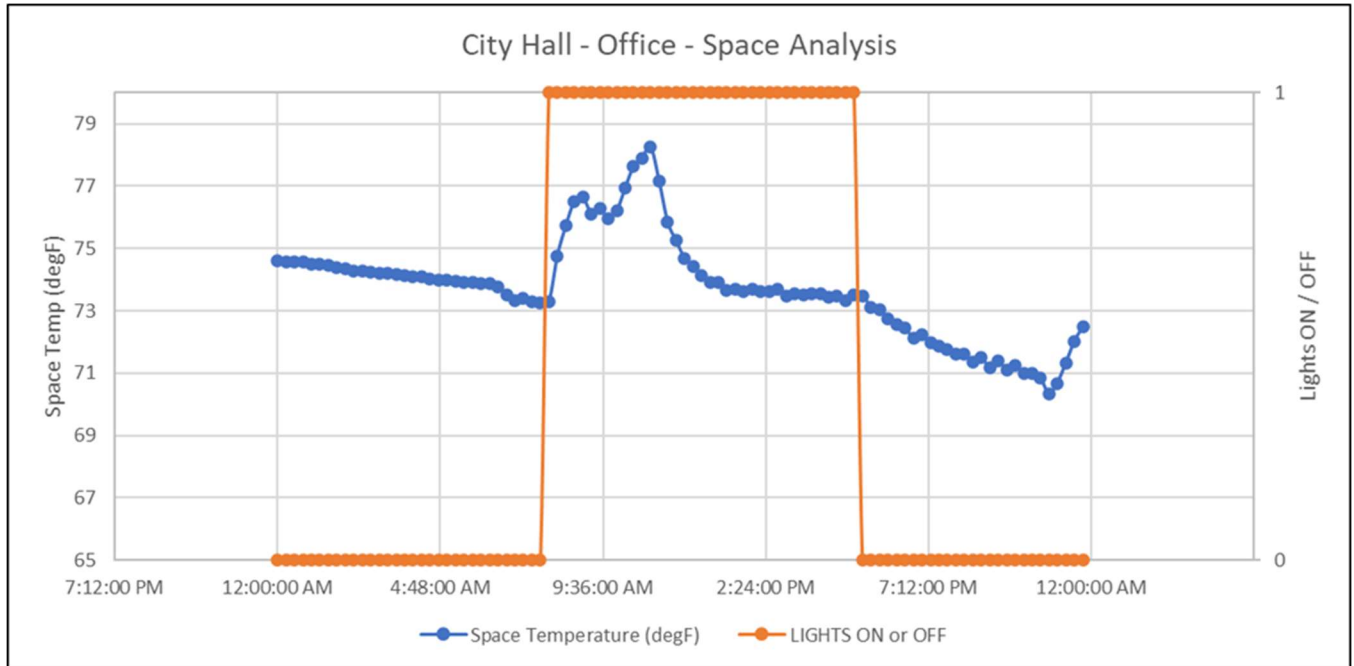
CTS Group Cost Percentages - Per Agreement w/ State Construction Markup: Includes Design, On-Site Construction Management, Project Management, Commissioning, and M&V	39.9%	\$919,017
Total Installed Price for Selected ECMs		\$3,224,189
IGA Fee		\$11,273
FCIP Fee (4% to \$100k, 3% Next \$400k, 2% Next \$500k, 1% above \$1M, 0.5% above \$5M)		\$48,242
Net Project Amount		<u>\$3,283,704</u>

Net Simple Payback for Selected ECMs 24 Years



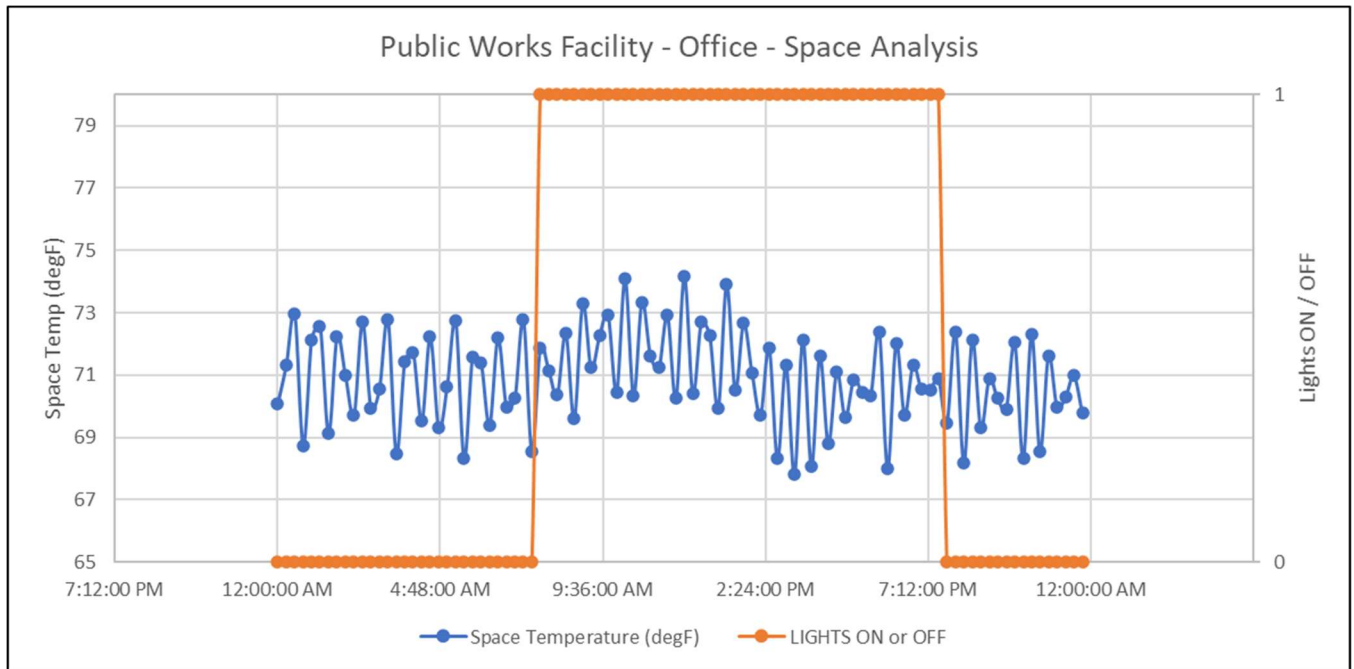
**Data Logger Analysis**  
Summary for the City of Mission  
Prepared by the CTS Group  
April 29, 2021

The following graphs show data logged on February 9, 2021. There is a summary of the operating conditions indicated below each graph.



In the City Hall office, the lights came on in the morning when the building became occupied and shut off at the end of the workday.

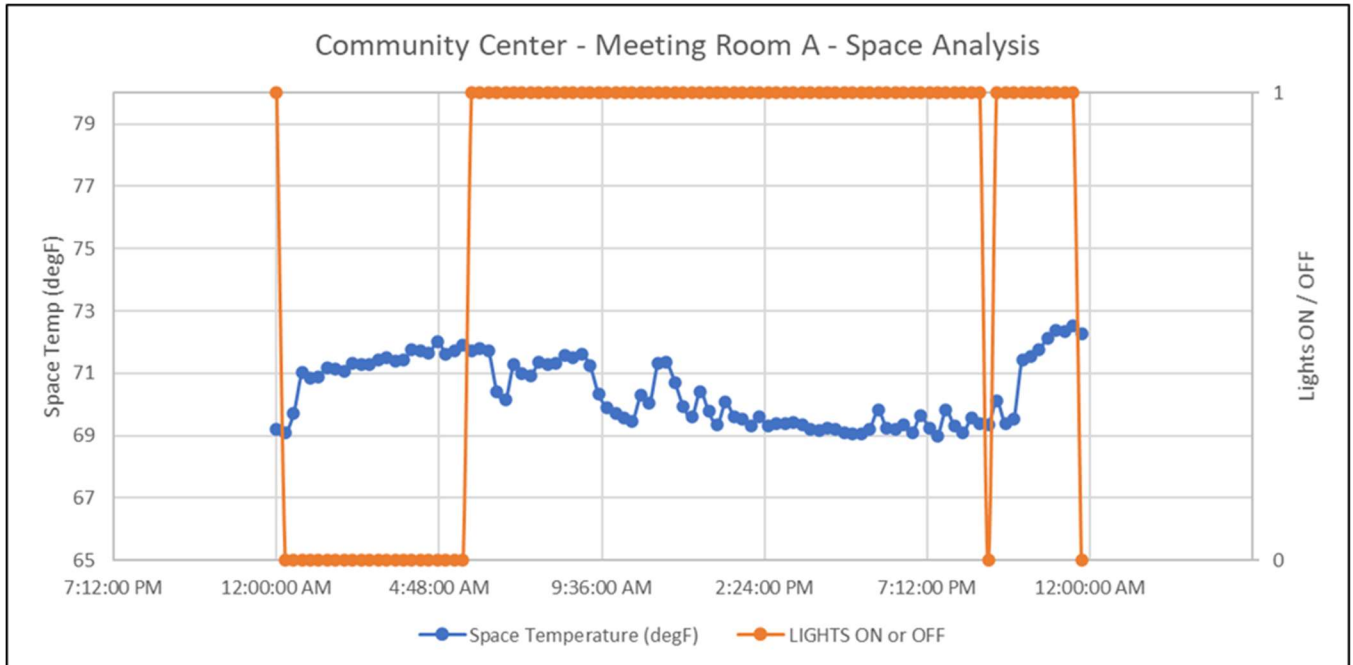
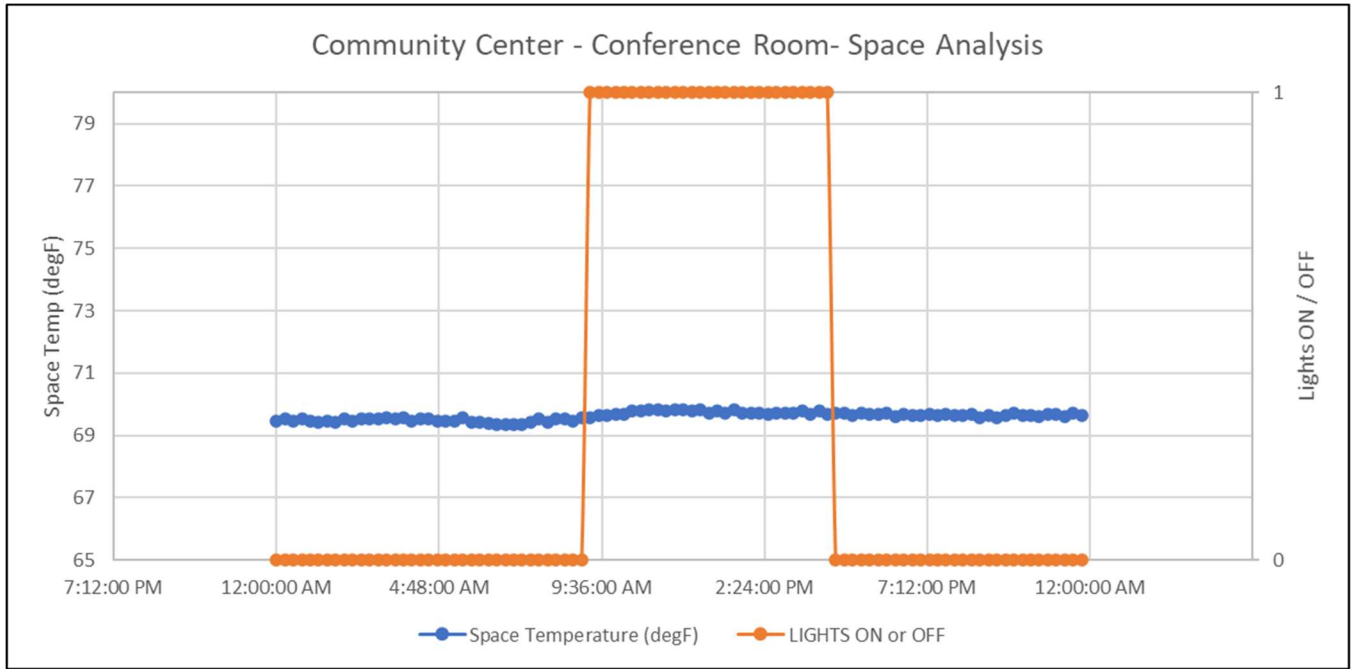
The heating system did not go into a reduced temperature night setback in this space. The temperature started to drop at the end of the workday, but was 75°F at midnight that morning, and was rising back up from the low of 70.3°F at 10:45 pm. Using the Wi-Fi thermostat control we are recommending, we will program a night setback temperature of 60°F, and ensure the space is at 70°F before the building is occupied for the day. We will program a cooling season night temperature of 80°F and daytime temperature of 72°F. These temperatures can be changed by the City, but we recommend them to obtain maximum savings while maintaining a comfortable environment.



In the Public Works office, the lights came on in the morning when the building became occupied and shut off at the end of the workday.

The heating system did not go into a reduced temperature night setback. The heating system appears to be “hunting” to meet the space temperature. Part of this may be due to the electric heat in the HVAC unit cycling on and off, but it could also occur if the unit is not balanced correctly and over- or under-supplying air to the space. Rebalancing the system will help eliminate this problem. Replacing the HVAC unit with a multistage gas fired unit would also provide better temperature control.

As with City Hall, using the Wi-Fi thermostat control, we will program a heating season night setback temperature of 60°F, and ensure the space is at 70°F before the building is occupied for the day. We will program a cooling season night temperature of 80°F and daytime temperature of 72°F. These temperatures can be changed by the Public Works staff, but we recommend them to obtain maximum savings while maintaining a comfortable environment.



In the Community Center Conference Room, the lights came on in the morning when the building became occupied and shut off at the end of the workday. In the Community Center Meeting Room A, the lights were on an extended amount of time, when the space would not have been occupied. In both spaces, it



**Data Logger Analysis**  
Summary for the City of Mission  
Prepared by the CTS Group  
April 29, 2021

is likely they were also not occupied all hours of the day. We will be adding occupancy sensors in these spaces to ensure that the lights consistently turn off during unoccupied periods.

The heating system did not go into a reduced temperature night setback at the Community Center in any of the spaces we logged. Updating the control system and re-establishing remote access control will give staff the ability to schedule this equipment to achieve savings by reducing the temperature setpoint at night in the winter and increasing the temperature setpoint at night in the summer, with the flexibility to make adjustments remotely. In addition, retro-commissioning the equipment to ensure the components operate correctly, and long-term monitoring with data analytics will identify if there are any anomalies in the operation so they can be addressed immediately.