



City Council Chambers 214 SE 8th
Street, 2nd Floor Topeka KS 66603
<https://www.topeka.org>

Governing Body Agenda

October 11, 2022
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Hannah Naeger	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
Tony Emerson	District No. 4	Michael Lesser	District No. 9
Brett D. Kell	District No. 5		

City Manager: Stephen Wade

Addressing the Governing Body: Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the meeting date for attachment to the meeting minutes.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

Agendas are available by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. APPOINTMENTS:

A. Board Appointment - Topeka Metropolitan Transit Authority

BOARD APPOINTMENT recommending the appointment of Fatima Perez-Luthi to the Topeka Metropolitan Transit Authority Board for a term ending October 11, 2026. *(Council District 5)*

B. Board Appointment - Board of Zoning Appeals

BOARD APPOINTMENT recommending the appointment of Laurie Niehaus to the Topeka Board of Zoning Appeals to fill an unexpired term ending December 31, 2022; and to fill a new term beginning January 1, 2023 and ending December 31, 2025. *(Council District No. 9)*

3. PRESENTATIONS:

- **Mayor's Taskforce Against Domestic Violence**

4. CONSENT AGENDA:

A. Resolution - West Ridge Mall Holding LLC - Eminent Domain

RESOLUTION introduced by City Manager Stephen Wade authorizing initiation of eminent domain proceedings to acquire easements for a water line improvement project at the West Ridge Mall Project No. T-281225.08

(Approval will authorize the City Engineer to survey property necessary for this waterline project.)

B. Professional Engineering Contract - Alfred Benesch and Company - Streambank Stabilization Design Services

APPROVAL of a Professional Engineering contract between the City of Topeka and Alfred Benesch and Company for Design, Survey, Inspection, and Construction Administration services related to bank rehabilitation, stabilization, and restoration of streams and channels throughout the city of Topeka.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

C. Professional Services Contract - Garney Companies, Inc.

APPROVAL of a Utilities contract between the City of Topeka and Garney Companies, Inc., for a construction team to support design with preconstruction services and guaranteed maximum price development as the initial service, and if authorized, provide all site and building services required to construct a turnkey project during construction.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

- D. **Professional Services Engineering Contract - Cook, Flatt and Strobel - Boswell Water Main Replacement**

APPROVAL of a Utilities contract between the City of Topeka and Cook, Flatt and Strobel Engineers, P.A. for professional engineering services to aid the City with engineering design and construction documents for the Boswell Ave Water Main Replacement Project.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

- E. **MINUTES** of the regular meeting of October 4, 2022

- F. **APPLICATIONS:**

5. ACTION ITEMS:

- A. **Ordinance - South Topeka Redevelopment District**

ORDINANCE introduced by City Manager Stephen Wade, establishing the South Topeka Redevelopment District pursuant to K.S.A. 12 1770 *et seq.*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would establish the South Topeka Redevelopment (TIF) District.)

- B. **Resolution - Uptowner Parking Garage - Public Infrastructure Committee**

RESOLUTION introduced by the members of the Public Infrastructure Committee comprised of Council Members Tony Emerson, Neil Dobler and Mike Lesser authorizing certain life safety upgrades to the Uptowner Garage.

Notice: The City Manager will request to defer consideration of the resolution until October 18, 2022. At this same meeting, Staff will provide an update on the Request For Proposals (RFP) concerning the City's parking garages.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would authorize life safety upgrades, including lighting, in the Uptowner parking garage not to exceed \$600,000.)

6. NON-ACTION ITEMS:

- A. **Discussion - 2022 Redistricting Commission Recommendations - City Council District Boundaries**

DISCUSSION regarding the recommendations of the City of Topeka 2022 Redistricting Commission concerning council district boundaries.

(Recommendations of the Redistricting Commission revising Council district boundaries as a result of the 2020 census).

7. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person.

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8. ANNOUNCEMENTS:

9. EXECUTIVE SESSION:

Executive Sessions are closed meetings held in accordance with the provisions of the Kansas Open Meetings Act.

(Executive sessions will be scheduled as needed and may include topics such as personnel matters, considerations of acquisition of property for public purposes, potential or pending litigation in which the city has an interest, employer-employee negotiations and any other matter provided for in K.S.A. 75-4319.)

10. ADJOURNMENT:



City of Topeka
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Topeka, Kansas 66603
www.topeka.org
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DATE: October 11, 2022
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka PROJECT #:
Metropolitan Transit
Authority
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Fatima Perez-Luthi to the Topeka Metropolitan Transit Authority Board for a term ending October 11, 2026. *(Council District 5)*

VOTING REQUIREMENTS:

Action requires five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

Board members provide assistance in establishing policy and legislative direction for the agency to maintain and operate public transportation within city limits.

STAFF RECOMMENDATION:

Councilmember Brett Kell nominates and Mayor Padilla recommends the appointment of Fatima Perez-Luthi to the Topeka Metropolitan Transit Authority for a four-year term ending October 11, 2026. Ms. Perez-Luthi meets the residency requirement to live within the 90-mile radius of the city limits.

BACKGROUND:

This is a statutory board where the council nominates and the Mayor appoints. It is a seven-member board with each member serving a term of four years. Nominees must live in the 90-mile radius of the city limits

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

F. Perez-Luthi - TMTB Application & Resume

City of Topeka Boards and Commissions Application

Submission date: **23 August 2022, 7:31AM**
Receipt number: **77**
Related form version: **4**

Profile

First Name	Fatima
Last Name	Perez-Luthi
Email Address	fatima.luthi@icloud.com
Street Address	4317 SE Oakwood ST
Suite or Apt	
City	Topeka
State	Kansas
Zip	66609
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 5
Pimary Phone	7854315379
Alternate Phone	
Employer	Envista Credit Union
Job Title	Mortgage Lender
Which Board would you like to apply for?	Topeka Metropolitan Transit Board
Are you a registered voter?	No

Are you currently a full or part-time employee of the City of Topeka? **No**

Which department do you work for?

Are you or any immediate family member related to any city governmental official or employee? **No**

Who are you related to and how are you related?

Are you or have you been a party to any civil litigation involving the City of Topeka? **No**

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? **No**

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission:

I believe that I could add value to the City to Topeka Metropolitan Transit Board because of the experiences, knowledge and passion I have about servicing our community and making it welcoming, diverse and equitable for all.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

Please see resume.

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)

Notary for State of Kansas, NMLS certified, IRA Specialist II

****Please upload a resume or any additional information you believe may be helpful in considering your application.** [**Fatimas Resume copy copy copy.docx**](#)

Voluntary Self Identification

Ethnicity Hispanic

Gender Female

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

The information I am submitting is true and correct. I Agree

Your electronic signature



[Link to signature](#)

Alternative electronic signature Fatima Perez-Luthi

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.

FATIMA PEREZ-LUTHI

4317 SE Oakwood St. Topek. KS 66609 · 785-431-5379

Fatima.luthi@icloud.com

I am a diverse, driven and bilingual professional in the financial service Industry with 8+ years in lending, management, relationship building, coaching and consulting among other areas in the financial sector. I am seeking to use my expertise and knowledge as a Financial Service Manager to help Azura and myself continue to grow as professional in our community.

EXPERIENCE

07/13/2021 – PRESENT

MORTGAGE ADVISOR, ENVISTA CREDIT UNION

A Mortgage Lender that manages an internal and external multi-million-dollar pipeline that conforms to secondary market regulations and guidelines while following organizations compliance guidelines for policy and procedures with little to no error to ensure complying and have a timely mortgage closing for purchases (conventional and government), refinances, construction, land loans and bridge loans.

06/04/2018 – 07/12/2021

BRANCH MANAGER, ENVISTA CREDIT UNION

As a Branch Manager I coached and developed a branch staff to deliver exceptional member service in a sales and learning environment. As a BM my responsibilities and roles concluded but not limited to branch operations, productions goals, underwriter/loan officer, mortgage originator, IRA specialist and Notary.

04/2016-05/2018

ASSISTANT BRANCH MANAGER, ENVISTA CREDIT UNION

Assistant to Branch Manager and branch staff in operations, consumer and real estate lending. Consistently being a top producer in product sales by analyzing and seeking member needs. Assumed responsibility in creating strategic planning for training and development for Member Service Representatives and Member Service Specialist.

06/2015-04/2016

MEMBER SERVICE SPECIALIST, ENVISTA CREDIT UNION

Responsible for opening/closing of lobby and ensuring every member was greeted and acknowledged upon entry of branch. Assisted new and existing member in depository accounts/loan maintenance and processing by listening to their financial needs and referred best fitting product. Consistently being in top five loan referral program among organization.

11/2014-06/2015

MEMBER SERVICE REPRESENTATIVE, ENVISTA CREDIT UNION

Responsible in balancing cash box and assisting members in general depository transactions. Directed phone traffic to appropriate staff members of expertise based on member needs.

Contributed to sales and production by listening to members needs in transaction and referring best fitting product.

07/19/2013-11/14/2014

ASSISTANT STORE MANAGER, SPEEDY CASH

Held responsibility to assist store manager in personnel, store production and operations. There were various duties e.g., loan processing, recording of liens, balancing of general ledgers, coaching staff on effectiveness, quality of work and time management.

EDUCATION

01/18/19 - PRESENT

BACHELOR'S DEGREE, PHOENIX UNIVERSITY

Bachelor's Degree in Business Management and Administration, GPA 3.4

01/18/2013 - 12/6/2014

ASSOCIATES DEGREE, ALLEN COMMUNITY COLLEGE

Associates of Science, GPA 3.8

SKILLS

- Leadership skills
- Management skills
- Relationship building
- Interpersonal skills
- Result and Production Driven
- Critical Thinker
- Time management
- Adaptability
- Detail orientated
- Consistent
- Driven
- Self-starter

ACTIVITIES

A young professional passionate about our Community. Currently apart of Forge leadership as a board member and member for Diversity, Equity and Inclusion committee. Panelists, Real Talk Series in collaboration with TLPA in Nov. 2021. Panelist, Woman's Forum Young Professionals Forging Your Path in Mar. 2021. Served one-year term as board member for TDC Adventures in 2019. Alumni class of 2019 Latino Leadership Collaborative of Kansas. Completed leadership course and obtained leadership certificate through WYCA in 2018. Sort member in a local non-profit community development and engagement committee. Received 2018 Assistant Branch Manager of the year in sales and excellent member service.



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October 11, 2022

DATE:	October 11, 2022	
CONTACT PERSON:	Mayor Michael A. Padilla	DOCUMENT #:
SECOND PARTY/SUBJECT:	Board of Zoning Appeals	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Laurie Niehaus to the Topeka Board of Zoning Appeals to fill an unexpired term ending December 31, 2022; and to fill a new term beginning January 1, 2023 and ending December 31, 2025. (*Council District No. 9*)

VOTING REQUIREMENTS:

Action requires five (5) votes of the City Council. The Mayor does not vote.

POLICY ISSUE:

The board of zoning appeals shall administer the details of appeals from or other matters referred to it regarding the application of the zoning regulations in accordance with the general rules set forth in the Topeka Municipal Code.

STAFF RECOMMENDATION:

Councilman Lesser nominates and Mayor Padilla recommends the appointment of Laurie Niehaus to the Topeka Board of Zoning Appeals to fill an unexpired term ending December 31, 2022 and a full term commencing January 1, 2023 and ending on December 31, 2025. Ordinance requires that members may not hold a public office for the City and they must reside within the corporate area of the city as required. Ms. Niehaus satisfies those requirements.

BACKGROUND:

This is a City-created board requiring that the Council nominate and the Mayor appoint. If no Council nominations are received the Mayor may appoint. The Board of Zoning Appeals shall consist of seven members appointed by the Mayor. None of the members shall hold any other public office by the City except that two

members may be members of the Topeka Planning Commission. The appointees shall reside inside the corporate area of the city of Topeka. Members shall be appointed for terms of three years each.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

L. Niehaus - BZA Application & Resume

City of Topeka Boards and Commissions Application

Submission date: **6 September 2022, 11:21AM**
Receipt number: **84**
Related form version: **4**

Profile

First Name	Laurie
Last Name	Niehaus
Email Address	laurie.niehaus@gmail.com
Street Address	5638 SW West Dr
Suite or Apt	
City	Topeka
State	Kansas
Zip	66606
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 9
Primary Phone	7852244841
Alternate Phone	
Employer	Kansas Secured Title
Job Title	NE Kansas Escrow Manager
Which Board would you like to apply for?	Board of Zoning Appeals
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No

Which department do you work for?

Are you or any immediate family member related to any city governmental official or employee? **No**

Who are you related to and how are you related?

Are you or have you been a party to any civil litigation involving the City of Topeka? **No**

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? **No**

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission:

I have lived in Topeka for 35 years. My children were born and raised here. I want Topeka to be a place that citizens are proud to live. I would like to be a small piece of the work and actions that make Topeka a better place for all of us. I am not afraid to do hard work and make hard decisions to make that happen.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

I have a BA from Wichita State University. I am involved in many charitable organizations but not anything that involves city zoning, etc. I am currently involved in my church, Junior League of Topeka and Mulvane Art Museum.

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)

I have my title license and it is current. This is a requirement of my job.

****Please upload a resume or any additional information you believe may be helpful in considering your application.** [Resume - Laurie.doc](#)

Voluntary Self Identification

Ethnicity	Caucasian/Non-Hispanic
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Gender	Female
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Acknowledgements and Verification

Purpose of Information being submitted.	I Agree
---	---------

The information I am submitting is true and correct.	I Agree
--	---------

Your electronic signature	
---------------------------	--



[Link to signature](#)

Alternative electronic signature	Laurie D. Niehaus
----------------------------------	-------------------

Notification to applicants for City Board/Commissions	Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.
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If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.

LAURIE D. NIEHAUS

5638 SW West Drive – Topeka, Kansas 66606 – (785) 224-4841

QUALIFICATIONS SUMMARY

- Over 30 years lending experience and 6 years of closing experience
- Excellent communication skills, both written and verbal
- Interpersonal skills with peers, subordinates, management and clients
- Ability to make presentations to groups
- Professional in appearance and presentation
- Maintain a good rapport with clients
- Analytical and time management skills

PROFESSIONAL DEVELOPMENT

KANSAS SECURED TITLE

May 2016 - Present

Closer

Prepare Closing Disclosures and/or Settlement Statements for all types of transactions. Communicate with all parties of transactions, real estate agents, financial institutions, buyers and sellers. Review sales contracts and title commitments and collect the needed invoices or other additional documentation. Resolve matters to clear title. Balance with lenders and agents confirming all figures are accounted for. Review and explain both title documents and lender documents to the buyer and/or seller. Balance and disburse funds to all parties. Prepare lender package to receive a clear to close.

CAPITAL CITY BANK, Topeka, KS

Nov 1999 – May 2016

Private Banking Specialist

Assist commercial loan customers with all questions and inquiries and recommend and sell bank products. Provide administrative support to commercial lenders. Perform loan duties such as preparing and closing refinances, purchases, home equity lines of credit and construction loans, along with checking credit references, preparing loan documentation, obtaining support documentation and determining collateral value. Service existing commercial loan relationships by contacting customer regarding delinquent payments, authorizing payment deferrals, loan extensions, collateral releases, closing accounts, telephone account inquiries, wire transfers. Review accuracy of customer account information. research and resolve problems and initiate and follow-up on research requests. Review and maintain sales reports and overdraft reports.

BANK OF AMERICA, Topeka, KS

Apr 1986 – Oct 1999

Client Manager

Dec 1997 – Oct 1999

Managed a portfolio of approximately 400 affluent relationships to ensure sales, revenues and retention goals were met. Understood the financial needs and goals of clients and built a foundation of trust and credibility. Served as a financial consultant to client and provided them with intelligent, tangible proactive solutions to meet their needs and goals. Developed a thorough understanding of market/portfolio potential. Sought out and captured opportunities. Executed error-free and accurate documentation of transactions on a timely basis. Assessed and analyzed client's financial condition, competitive alternative and future needs. Assisted in developing and creating innovative solutions. Possessed a broad knowledge of financial products. Developed strategies and plans to gain agreement on solutions.

Personal Banker

Apr 1986 – Dec 1997

Executed same duties and responsibilities as Client Manager except that work was performed for a general and changing group of clients rather than a select group.

EDUCATION

WICHITA STATE UNIVERSITY, Wichita, KS

Dec 1984

B. A. in Journalism

AFFILIATIONS

Junior League of Topeka – Member and Past-President

Friends of the Mulvane Art Museum – Member and Past-President

REFERENCES AVAILABLE ON REQUEST



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DATE: October 11, 2022
CONTACT PERSON: Becca Spielman, YWCA DOCUMENT #:
Northeast Kansas
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Mayor's Taskforce Against Domestic Violence

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Presentation

2021 Mayor's Taskforce Against Domestic Violence Annual Report

2021 Mayor's Taskforce against Domestic Violence's Statistical Report

Mission Statement

To hold domestic violence offenders accountable and ensure victim safety through collaboration, education, and prevention for a safe and just community.

This report's data has been pulled from the Shawnee County District Attorney's Office, Kansas Legal Services, law enforcement agencies, battering intervention programs, medical/health providers, and victim service providers in calendar year 2021.

Taskforce Members

- DCF – Adult Protective Services
- City of Topeka
- Community Care Network of KS
- Family Peace Initiative
- GraceMed Health Clinic
- Kansas Legal Services
- MTAA
- KS Department of Corrections
- SENT Topeka
- SNCO DA's Office
- SNCO Sheriff's Office
- Stormont Vail Health
- Topeka Police Department
- Topeka Rescue Mission
- Valeo Behavioral Healthcare
- WU Police Department
- WU School of Law
- Washta'ge Peacemakers Men's Project
- YWCA Northeast Kansas

January 1–December 31, 2021 Statistics

- 1,232 referrals were made to the SNCO District Attorney's Office, and 820 cases were filed.
- 244 SNCO residents were represented by KLS.
- 2,002 domestic violence calls were made to law enforcement agencies, and 821 arrests were made.
- 1,625 lethality assessments were completed by TPD.
- 46 battering intervention assessments were completed for SNCO residents by the Family Peace Initiative.

January 1–December 31, 2021 Statistics (cont'd)

- 717 patients were flagged for abuse, domestic violence, and human trafficking at Stormont Vail Health.
- 129 victims/survivors of domestic violence living in SNCO received services from the Kansas Department of Corrections.
- 204 victims/survivors of domestic violence received services from the Topeka Rescue Mission.
- 1,058 victims/survivors of domestic violence living in SNCO received services from YWCA Northeast Kansas' Center for Safety and Empowerment.

Major Findings and Opportunities

- Strengths of the Report
 - High-level of participation
 - Shows full scope of domestic violence
- Opportunities for Growth
 - City of Topeka's role in prosecution
 - Wraparound services through agency collaboration
 - Need for awareness and violence prevention education

Thank You!

To learn more about our work or to join our email list serve, please feel free to contact Becca Spielman, by email at beccas@ywcaneks.org.

MAYOR'S TASKFORCE AGAINST DOMESTIC VIOLENCE

2021 STATISTICAL REPORT

Mission Statement: The members of the Mayor's Taskforce against Domestic Violence commit to hold domestic violence offenders accountable and ensure victim safety through collaboration, education, and prevention for a safe and just community.

Development of This Report

A multi-year strategic plan was developed by members of the Mayor's Taskforce against Domestic Violence. As part of this strategic plan, the members agreed to present annual statistical data, highlighting the realities of domestic violence within Shawnee County, KS.

This report captures the data pulled from the Shawnee County District Attorney's Office, Kansas Legal Services, law enforcement agencies, Family Peace Initiative, medical/health providers, and victim service providers in calendar year 2021. Although every attempt has been made to verify that the

data provided in this report is accurate, it is important to note that this data may be subject to error (e.g., data entry error, etc.). On behalf of every member of the Mayor's Taskforce against Domestic Violence, thank you for taking the time to review this report.

Findings, Strengths, Challenges, and Opportunities

The following strengths of the annual report were identified. First, there was great participation across a number of service providers in Shawnee County who shared their data and statistics with the other members of the Taskforce. This level of participation has been critical to understanding the full scope of domestic violence within Shawnee County.

The report also identifies areas for improvement in holding domestic violence offenders accountable and ensuring victim safety. For example, there are higher numbers of domestic violence calls to law enforcement, in comparison with both the number of prosecutions of domestic violence crimes and the number of battering intervention program referrals in Shawnee County. Moving forward,

the City of Topeka will prosecute domestic violence misdemeanor offenses that occur in city limits to hold more offenders accountable.

Additionally, this report demonstrates the importance of collaboration within the community. Many agencies and programs represented in this report serve similar populations, may even be serving the same individuals and families, and are working toward the same goals. Increased collaboration amongst agencies and programs ensures that there is limited duplication of services and that victims and their families receive the wraparound, robust services necessary for their safety.

Finally, this report establishes the need for continued community awareness and violence prevention

education. It is clear that domestic violence is a significant concern within Shawnee County and does not just impact the abuser and their direct victims. It affects friends, family members, bystanders, neighborhoods, schools, employers, and many others. Organizations like Jana's Campaign, which focus on educating the public about domestic violence and preventing relationship violence from occurring prove a crucial element in supplementing the work of the Mayor's Taskforce against Domestic Violence.



Shawnee County District Attorney's Office

"The Shawnee County District Attorney's Office is responsible for the charging and prosecution of" crimes related to domestic violence...It is the mission of the District Attorney to carry out these responsibilities in an organized, efficient, and ethical manner and pursue justice and public safety for our community as a whole"

(snco.us).

In calendar year 2021, the Shawnee County District Attorney's Office had:

1,232 referrals for domestic violence cases and 820 cases that were filed.

Additional data regarding domestic violence cases prosecuted by the Shawnee County District Attorney's Office have been presented in the table below.



Shawnee County District Attorney's Office—Domestic Violence Cases	1/1/21 to 6/30/21
Number of Successful Cases Prosecuted	251
Number of Cases Prosecuted in Which Diversion Was Used	27
Number of Cases Prosecuted Where Battering Intervention Program (BIP) Referrals Were Required	19
Number of Cases in Which Diversion Was Used and BIP Referrals Were Required	21

Kansas Legal Services

Kansas Legal Services (KLS) offers free legal representation to individuals who file protection from abuse and protection from stalking orders in Shawnee County. This is a valuable resource to

many victims of domestic violence as a means for increasing their safety and their children's safety. In 2021, KLS represented **244** clients who are Shawnee County residents.

Additional data regarding service provision by KLS to Shawnee County residents have been presented in the table below.



KLS—Shawnee County Client Data	6/1/21 to 12/31/21*
Number of Protection Orders Dismissed	252
Number of Protection Orders Granted by Default	91
Number of Protection Orders Agreed To	41
Number of Cases Were Taken to Trial	13
Number of Protection Orders Dismissed After Opened	38
Number of KLS Clients Advised Out On	104
Number of Protection Order Cases That Are Continuing	38
Number of Protection Order Cases That Have a Motion to Extend the Protection Order	23

*The only data available is for the last six months in 2021.

Local Law Enforcement

In Shawnee County, our community is fortunate to have three local law enforcement agencies with representation on the Mayor's Taskforce against Domestic

Violence—the Shawnee County Sheriff's Office, Topeka Police Department, and Washburn University Police Department. These agencies serve as first responders for

victims of domestic violence and ensure their safety through the arrest of the offenders. The full data from local law enforcement has been presented in the table below.



Law Enforcement Agencies	1/1/21 to 12/31/21
Total Number of Domestic Violence (DV) Calls to the Topeka Police Dept.	1,775
Total Number of DV Arrests by the Topeka Police Dept.	734
Total Number of DV Calls to Shawnee County Sheriff's Office	227
Total Number of DV Arrests by the Shawnee County Sheriff's Office	87
Total Number of DV Calls to the Washburn Police Dept.	0
Total Number of DV Arrests by the Washburn Police Dept.	0

In calendar year 2021, there were a total of 2,002 domestic violence (DV) calls, and a total of 821 DV arrests by law enforcement agencies (41.0%). The vast majority of these calls (88.7%) and

arrests (89.4%) were handled by the Topeka Police Department. During the 2021 calendar year, the Topeka Police Department provided completed lethality assessment

screening tools with YWCA Northeast Kansas and the Family Peace Initiative. The table below highlights the data that was compiled from these completed lethality assessments.

Results from the Topeka Police Department's Lethality Assessments	1/1/21 to 6/30/21
Number of Lethality Assessments Completed by the Topeka Police Department	1,625
Number of Unique Offenders/Batterers	1,172*
Number of Repeat Offenders/Batterers	381
Percent of Victims Who Reported their Offender/Batterer Threatened to Kill Them/Their Children	47.8%
Percent of Victims Who Reported their Offender/Batterer Threatened Them with a Weapon	43.6%
Percent of Victims Who Reported their Offender/Batterer Might Try to Kill Them	53.3%
Percent of Victims Who Reported their Offender/Batterer Has a Gun or Can Easily Get One	45.2%
Percent of Victims Who Reported their Offender/Batterer Has Ever Tried to Choke Them	48.0%

*Reflects statistics from 1/1/21 and 12/15/21.

Battering Intervention Programs

There are two Kansas Office of the Attorney General certified battering intervention programs (BIPs) in Shawnee County: Family Peace Initiative (located at 200 SW 33rd St., Topeka) and Washta'ge Peacemakers Men's Project (907 SW 10th Ave., Topeka).

These agencies hold domestic violence offenders accountable and help them "build skills to engage in strong, healthy relationships free from cruelty, abuse, and violence" (Halley Counseling Services, 2022).

In calendar year 2021, the Family Peace Initiative had:

59 calls and 46 BIP assessments completed for Shawnee County residents.

Additional data regarding Family Peace Initiative's BIP services in Shawnee County has been presented in the table below.

Family Peace Initiative—BIP Services	1/1/21 to 12/31/21
Number of Referrals to BIP	94
Number of Voluntary Participants	13
Number of Court-Ordered Participants	25
Number of Referrals from Other Service Providers	56
Number of Assessments Completed	80
Total Number of Participants Completing BIP	26*

*Some BIP completers began their classes prior to 1/1/21.

In February 2022, members of the Mayor's Taskforce against Domestic Violence submitted a press release highlighting the success of Shawnee County's battering intervention programs. The following is an excerpt from this press release:

"Longitudinal data collected across the past six years indicates that graduates of a Topeka-based battering intervention program are significantly less likely to re-offend.

Data was evaluated by YWCA Northeast Kansas' Center for Safety and Empowerment to determine rates of re-offense in graduates of the Family Peace Initiative's battering intervention program. Examining across a six-year time span, 85% of

Family Peace Initiative graduates from Shawnee County were not found to be subjects in police responses to new domestic violence calls in Topeka. A total of 15% were found to have had a new domestic call. 'YWCA Northeast Kansas is proud to partner with Family Peace Initiative, as well as Washta'ge Peacemakers Men's Project to hold domestic violence offenders accountable for their behavior and to ensure greater safety for victims and survivors of domestic violence,' says Becca Spielman, program director for the Center for Safety and Empowerment. 'We recognize the importance of these battering intervention programs, and their success rate demonstrates just how effective they are in eliminating the

cycle of violence and creating a safer community for families within Shawnee County.'"

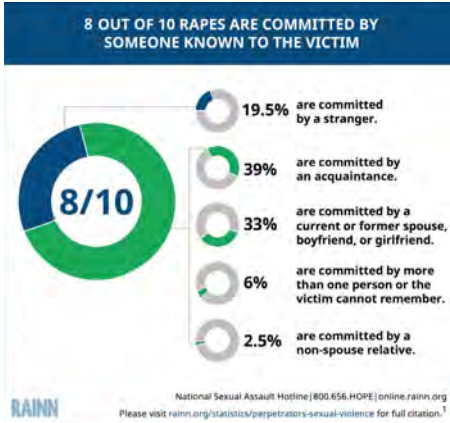


Medical/Health Providers

Many times victims of domestic violence have contact with medical and health providers at some point during their victimization, and in Shawnee County, our community is no different. Stormont Vail Health has implemented a safety tool to	screen for abuse, domestic violence, and human trafficking. Although the majority of their patients are residents of Shawnee County, it is worth noting that some of these patients may reside outside of the County lines. Starting in 2022,	GraceMed Health Clinic will utilize the same assessment tool with their patients, as well.
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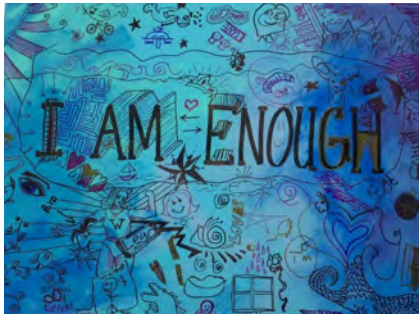
Stormont Vail Health	1/1/21 to 12/31/21
Number of Patients Who Were Flagged for Abuse, DV, and Human Trafficking	717

Stormont Vail Hospital has partnered with YWCA Northeast Kansas' Center for Safety and Empowerment (YWCA CSE) to offer safe and confidential advocacy services during their Sexual Assault Nurse Examinations (SANE) or medical forensic examinations. This collaboration has been quite successful in making sure that SANE patients' medical and emotional needs are addressed after experiencing a sexual assault. Sexual violence is a tactic that domestic violence offenders may use to gain power and control over their victim. Nationally, one-third of all rapes are committed in an intimate partner or former intimate partner relationship (RAINN, 2022). At Stormont Vail Health in 2021, YWCA CSE advocates provided victim accompaniment to 45 unique individuals, offering this service a total of 50 times. Thirteen of the 45 patients served (28.9%) were identified as a victim of domestic violence by the YWCA CSE advocate working with them.



Victim Service Providers

The Kansas Department of Corrections, Topeka Rescue Mission, and YWCA CSE all reported having served victims of domestic violence who lived in Shawnee County in 2021. The number of victims served by these agencies is reflected in the table below.



Victim Service Providers—Number of Shawnee County Residents Served	1/1/21 to 6/30/21
Kansas Department of Corrections	129
Topeka Rescue Mission	204
YWCA CSE	1,058

Demographic Information of Victims Served by YWCA CSE

YWCA CSE is the only agency dedicated to serving victims of domestic violence in Shawnee County. In order to capture a greater understanding of those victims served through YWCA CSE, the agency put together a breakdown of the demographic information provided on the 1,058 Shawnee County residents served.

The demographic information is based on clients' self-reports and is provided in the table to the right.

*LatinX represents ethnicity and is not included in the total number of clients based on their racial identity.

Demographics		1/1/21 to 12/31/21
Age		
	Under 18	32
	18-35 years	532
	36-55 years	398
	56+ years	91
	Unknown	5
Gender Identity		
	Male	67
	Female	978
	Trans/Gender Non-binary/Intersex	8
	Unknown	5
Race/Ethnicity		
	American Indian/Alaskan Native	27
	Asian/Other Pacific Islander	7
	Black/African American	185
	White	680
	Multi-Racial	70
	Unknown	89
	LatinX	141*
Sexual Orientation		
	Bisexual/Pansexual	45
	Gay/Lesbian	14
	Heterosexual	557
	Unknown	442

Thank You!

The Mayor's Taskforce against Domestic Violence is comprised of professionals from various fields who are dedicated to meeting on a monthly basis to hold domestic violence offenders accountable and ensure victim safety. Members of this Taskforce include representation from Adult Protective Services – Kansas Department for Children and Families, City of Topeka, Community Care Network of Kansas, Family Peace Initiative, GraceMed Health Clinic, Kansas Legal Services, Metropolitan Topeka Airport Authority's Police and

Fire Department, The Office of Victim Services – Kansas Department of Corrections, SENT Topeka, Shawnee County District Attorney's Office, Shawnee County Sheriff's Office, Stormont Vail Health, Topeka Police Department, Topeka Rescue Mission, Valeo Behavioral Healthcare, Washburn University Police Department, Washburn University School of Law, Washta'ge Peacemakers Men's Project, and YWCA Northeast Kansas.

The Mayor's Taskforce against Domestic Violence welcomes new members who

are dedicated to the elimination of domestic violence in Shawnee County.

To learn more about our work or to join our email list serve, please feel free to contact Becca Spielman, Program Director, YWCA CSE by email at beccas@ywcaneks.org. A huge thank you to the members of the Taskforce who spent numerous hours compiling their data in order to make this report possible.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE: October 11, 2022
CONTACT PERSON: Braxton Copley, Utilities Director
DOCUMENT #:
SECOND PARTY/SUBJECT: West Ridge Mall Realty Holding LLC
PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 002 Condemnations
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Stephen Wade authorizing initiation of eminent domain proceedings to acquire easements for a water line improvement project at the West Ridge Mall Project No. T-281225.08

(Approval will authorize the City Engineer to survey property necessary for this waterline project.)

VOTING REQUIREMENTS:

At least 6 votes of the Governing Body

POLICY ISSUE:

Whether to take the first step in authorizing eminent domain proceedings to acquire easements for the waterline project at the West Ridge Mall.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution

BACKGROUND:

Attempts to secure temporary and permanent easements from the current owner of the West Ridge Mall have failed, thus necessitating institution of eminent domain so that the City can replace a waterline that services restaurants and a hotel at the Mall. In February, 2022, staff met with the Mall's general manager who indicated that the corporate office would have to review the offer and make the decision. Corporate representatives have not responded to staff's attempts, thus necessitating an eminent domain proceeding. If this resolution is passed, an ordinance authorizing the city attorney to commence the proceeding will appear on the next consent agenda.

BUDGETARY IMPACT:

None at this point. If eminent domain proceedings are initiated, the City will pay the fair market value for the property interests as determined by three appraisers appointed by the district court.

SOURCE OF FUNDING:

Project budget

ATTACHMENTS:**Description**

Resolution

(Published in the Topeka Metro News_____)

RESOLUTION NO._____

A RESOLUTION introduced by City Manager Stephen Wade authorizing initiation of eminent domain proceedings to acquire easements for a water line improvement project at the West Ridge Mall - Project No. T-281225.08

BE IT RESOLVED by the Governing Body of the City of Topeka, Kansas, pursuant to K.S.A. 26-201 that it is necessary and advisable in the public interest to condemn within the corporate limits of the City of Topeka certain private property interests for a water line improvement project and any other public purposes as are authorized by law.

Pursuant to the provisions of K.S.A. 26-201, the Engineering Division is hereby authorized and directed to cause a survey to be made by some competent engineer of the private property which is necessary to be appropriated for the improvements, and such other public purposes as are authorized by law, and the City Engineer or designee, is authorized and directed to file the report of the survey, including a description of the private property and the interest to be acquired by condemnation, in the office of the City Clerk.

THIS RESOLUTION shall become effective upon one publication in the official city newspaper.

ADOPTED and APPROVED by Governing Body_____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE:	October 11, 2022	
CONTACT PERSON:	Braxton Copley, Director of Utilities	DOCUMENT #:
SECOND PARTY/SUBJECT:	Alfred Benesch and Company	PROJECT #: T-501085.02
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 005 Professional Services	
CIP PROJECT:	Yes	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Professional Engineering contract between the City of Topeka and Alfred Benesch and Company for Design, Survey, Inspection, and Construction Administration services related to bank rehabilitation, stabilization, and restoration of streams and channels throughout the city of Topeka.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends that the Governing Body approves the contract as part of the consent agenda.

BACKGROUND:

Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must first be approved by the Governing Body. Professional Services include architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management, and other similar services requiring specialized knowledge or certification in a particular field.

Request for Proposal bid event 2510 Request for Proposal Streambank and Channel Restoration and Rehabilitation engineering services was issued and staff recommend approval of the agreement for the entirety of the project.

BUDGETARY IMPACT:

\$300,000.00

SOURCE OF FUNDING:

Stormwater Funds

Resolution 9226

CIP 2022 T-501085.00

ATTACHMENTS:

Description

Contract - Alfred Benesch for Streambank Stabilization

Event 2510 RFP Scope of Work

Event Preview Streambank & Channel Restoration

Alfred Benesch & Company Proposal

Metro Ad Event 2510

2022 CIP 501085.00 Annual Stream and Channel Restoration, Stabilization, and Rehab

Ordinance 20311

Contract No. _____

**CITY OF TOPEKA
UTILITIES DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Alfred Benesch & Company (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional streambank rehabilitation, stabilization and restoration design, inspection and construction engineering services on an On-Call basis for the City of Topeka, KS. (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer. agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Topeka

Contract No. _____

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Topeka Design Criteria and Drafting Standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including reasonable attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials to the extent caused by Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description to the extent such suits or actions are caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Contract No. _____

- b. Injury or damages received or sustained by any party to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner within ten (10) days of renewal or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

Contract No. _____

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services. Notwithstanding anything contained herein to the contrary, in recognition of the relative risks and benefits of the Project to both Owner and Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Engineer to the Owner (and anyone that claims through it) for any and all claims, losses, costs, damages of any nature whatsoever (whether arising in negligence, professional errors or omissions, strict liability, breach of contract or otherwise) and claim expenses from any cause or causes, so that the total aggregate liability of Engineer shall not exceed the limits of insurance.

Owner and Engineer agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any

Contract No. _____

reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner upon receipt of payment by Engineer of amounts due and owing under this Agreement, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure reasonably acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation. Neither Engineer, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Agreement.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such

Contract No. _____

circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Bradley D. Johnson, PE
Alfred Benesch & Company
123 SE 6th St., Suite 200
Topeka, KS 66603
(785) 408-9413

Owner: Zachary Stueve, P.E.
Stormwater Engineer
City of Topeka Utilities Department
1115 NE Poplar Street
Topeka, KS 66618

With a copy to:
City Clerk
215 SE 7th Street
Topeka, KS 66603

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

Contract No. _____
_____**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

Contract No. _____
_____**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. _____

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF TOPEKA
Owner

By: _____

Stephen Wade, City Manager

Title _____

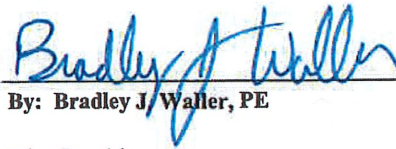
Date: _____

Attest: _____

City Clerk, Brenda Younger

Alfred Benesch & Company

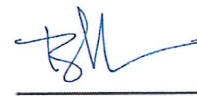
Engineer


By: **Bradley J. Waller, PE**

Vice President

Title _____

9/13/2022
Date:


Attest: _____

Contract No. _____

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: City of Topeka Streambank Stabilization On-Call

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

This project will provide Design, Survey, Inspection, and Construction Administration services related to bank rehabilitation, stabilization, and restoration of streams and channels throughout the City of Topeka. Upon request of the City, Consultant will develop scope/fee for each task requested. Upon approval of the city, a PO for each individual project will be processed and issued to the Consultant for execution of the scope.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services of the scope for each purchase order will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

1. Any changes in general scope, extent or character of the project, including but not limited to change in size, complexity, Owner's Schedule, or method of financing.

Payments will be in accordance with the provisions of Attachment B of the Agreement.

Contract No. _____

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
 Engineer: Alfred Benesch & Company
 Project Number & Name: City of Topeka Streambank Stabilization On-Call

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

A. For the Basic Services described in Attachment A, Payments shall be made in accordance with the invoice procedures of the Department of Financial Services. Fees under this contract shall not exceed \$300,000.00 without a formal contract amendment or change order.

1. Upon execution of the contract, the Firm will be issued purchase orders for the tasks/services to be rendered during the term of this agreement. Purchase orders will define individual project/task thresholds and establish the not-to-exceed fees for each task.
2. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

D. The entire amount of each statement shall be due and payable upon receipt by the Owner.

E. It is understood and agreed:

1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

Contract No. _____

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: City of Topeka Streambank Stabilization On-Call

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract, upon which Engineer may reasonably rely.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

Contract No. _____

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Topeka, Kansas
Engineer:	Alfred Benesch & Company
Project Number & Name:	City of Topeka Streambank Stabilization On-Call

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

Contract No. _____

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: City of Topeka Streambank Stabilization On-Call

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule: Schedule for tasks/assignments will be established as part of the individual Purchase Orders. Contract time frame for this agreement will remain in effect until the not to exceed limit is exceeded or December 31, 2023 whichever occurs first.

Attachment F

**2022 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$154.00
Project Manager II	\$179.00
Senior Project Manager	\$205.00
Project Principal	\$254.00
Technical Manager I	\$150.00
Technical Manager II	\$165.00
Senior Technical Manager	\$188.00
Project Engineer I	\$132.00
Project Engineer II	\$146.00
Senior Project Engineer	\$169.00
Construction Representative I	\$93.00
Construction Representative II	\$108.00
Construction Representative III	\$122.00
Construction Tech Representative I	\$85.00
Construction Tech Representative II	\$99.00
Resident Project Manager I	\$145.00
Resident Project Manager II	\$165.00
Senior Resident Project Manager	\$183.00
Designer I	\$99.00
Designer II	\$118.00
Senior Designer	\$150.00
Technologist I	\$66.00
Technologist II	\$94.00
Senior Technologist	\$127.00
Technical Specialist I	\$113.00
Technical Specialist II	\$118.00
Senior Technical Specialist	\$143.00
Intern	\$66.00
Office Assistant	\$57.00
Project Assistant I	\$61.00
Project Assistant II	\$75.00

ALFRBEN-01

MDONOVAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Alfred Benesch & Company 123 SE 6th, Suite 200 Topeka, KS 66603	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company A++ (XV)		25615
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Phoenix Insurance Company A++, XV		25623
	INSURER D : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			630-0D870755	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-0N614884	5/31/2022	5/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP-9R47920A	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-5K723986	5/31/2022	5/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			47EPP30529705	5/31/2022	5/31/2023	Per Claim 1,000,000
D				47EPP30529705	5/31/2022	5/31/2023	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

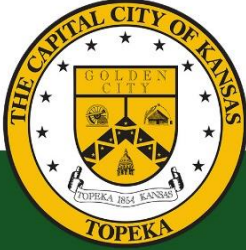
If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Streambank stabilization along Shunganunga Creek in Crestview Park, NW of SW 27th Ter. and SW Indian Trail; T-501085.02; Project Manager Name: Brad Johnson; Benesch Project Nbr:P2313031

CERTIFICATE HOLDER

CANCELLATION

City of Topeka Utilities Department 1115 NE Poplar Street Topeka, KS 66618	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>



CITY OF TOPEKA

Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603

P: (785) 368-3749
F: (785) 368-4499

Request for Proposal Streambank and Channel Restoration & Rehabilitation

STATEMENT OF WORK

1.1 Background and Scope:

The City of Topeka is seeking a Consultant to provide Design, Survey, Inspection, and Construction Administration services related to bank rehabilitation, stabilization, and restoration of streams and channels throughout the City of Topeka. This work shall begin with efforts necessary for bank restoration/rehabilitation along Ward-Martin Creek from SW Munson & Oakley Ave, extending north to The Drive & NW Roosevelt. Other channels or streams may be selected by the City as well.

The City will have full discretion to award all, none or portions of this effort and any subsequent construction design and/or construction administration contracts based on but not limited to the professional deliverables provided as well as funding approval.

1.2 Services to be Provided:

The City of Topeka Utilities Department – Asset Management Division, is requesting proposals and statements of qualification from qualified consultants. Under the direction of the City's Stormwater Engineer, the consultant will provide Design, Inspection, Survey, and Construction Administration phase services for streambank work along Ward-Martin Creek and other channels/streams which may be selected by the City.

The City expects that the Construction portion of this project will need to be phased based on the scope and funds available. The Consultant will provide aid and recommendations to support such efforts.

The project shall include a preliminary meeting prior to finalizing the design contract to allow the consultant and Owner to jointly define project objectives, goals and issues of concern.

1.3 Deliverables:

In addition to the services indicated above, each project shall include the following minimum deliverables:

- A. Construction plans, specifications (project manual), cost estimates, bid package, and bid support services necessary for the successful completion of the project. Including but not limited to locations and depths of all pipes, structures, other utilities, surface features, right of way, easements, and any necessary easements or rights of entry from adjacent property owners. At minimum, plans will be presented at the following stages for City review and comment:
 - a. Concept Plans (30%)
 - b. Field/Utility Check Plans (60%)
 - c. Office Check Plans (90%)
 - d. Final Plans (100%)

- B. Construction Administration Services throughout the project
- C. Consultant shall provide all required documentation and support services for regulatory and other review agencies.
- D. As-Built Plans at the conclusion of each phase

1.4 City Resources to be Provided:

Any requested plans and/or documentation related to the area.

1.5 Proposal Format:

All information submitted becomes the property of the City. Proposals received after the time indicated in the bid event posting will not be considered. Proposals are to be limited to a total of 10 (ten) pages not counting front and back cover, cover letter, table of contents, and section dividers; using margins not smaller than 1.0" and font size not smaller than 12. The proposal should include the following:

1. Project understanding
2. Project approach
3. Company background
4. Similar project experience
5. Project team resume
6. Proposed design schedule
7. Proposed construction schedule for Ward-Martin Creek Project

1.6 Submission and Selection Processes

The City will review all submittals and select the Consultant deemed most qualified. Once our selection is made, we will begin the contract scope and fee negotiation process. If the City and the selected Consultant cannot agree on scope and/or fee, the City may terminate negotiations and select another Consultant. Furthermore, the City may elect to interview one (1) or more firms prior to making the selection. Proposal evaluation scoring will be based primarily on the following considerations:

1. 40% Project approach
2. 20% Similar project experience
3. 20% Qualifications, availability, and accessibility of personnel assigned to the Project
4. 10% Familiarity with the City's storm water collection system
5. 10% Proposed design schedule

1.7 Submitting Proposal

Proposals shall be submitted only through the Topeka e-Procurement System (i.e. supplier portal). Before a proposal can be submitted, the respondent (Bidder) must first register as a Supplier. To register as a Supplier and/or initiate the submittal process, go to www.topeka.org/purchasing.



THE CITY OF

TOPEKA

A CAPITAL CITY GOVERNMENT. WORKING FOR YOU

Event # 2510-0

Name: Professional Engineering Services

Reference: Streambank & Channel Restoration T-501085.00

Description: The City of Topeka is seeking a Consultant to provide design, survey, inspection, and construction administration services related to bank rehabilitation, stabilization, and restoration of streams and channels throughout the City of Topeka.

Buyer: John Martin

Status: Pending open

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: ENGINEERING

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 01/31/2022 10:31:00 AM

Open: 01/31/2022 10:30:00 AM

Q & A Close: 02/21/2022 12:00:00 PM

Close: 02/24/2022 02:00:00 PM

Dispute Close:

Terms And Conditions

General

Disclaimer

Disclaimer. The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to

Event # 2510-0: Professional Engineering Services

the supplier portal.

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

Standard Terms and Conditions

Contractor's Statement of Agreement

Contractor's Statement of Agreement

The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:

(A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;

(B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;

(C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

(D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

(E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

2. Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.

3. Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

Company Name _____ Company Address _____

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Event # 2510-0: Professional Engineering Services

Signature and TitleDate

Revised 01-10-01

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

1.TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2.AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3.TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5.DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6.ANTI-DISCRIMINATION CLAUSE

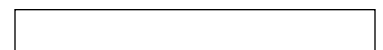
The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and



Event # 2510-0: Professional Engineering Services

fitness for a particular purpose.

9. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10. RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11. INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

--

Event # 2510-0: Professional Engineering Services

- (a) Date established
- (b) Ownership (public, partnership, subsidiary, etc.)
- (c) Number of personnel, full and part time, assigned to this project by function and job title
- (d) Data processing resources and the extent they are dedicated to other matters
- (e) Location of the project within the vendor's organization
- (f) Relationship of the project and other lines of business and
- (g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Insurance Req with Errors and Omissions Coverage

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:
Per Occurrence \$1,000,000
General Aggregate \$2,000,000
Products & Completed Operations Coverage Aggregate \$2,000,000
Property Damage per occurrence \$100,000

Automobile Liability
Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

Professional Liability (Errors and Omissions)
Provide separate "claims made" form
Per Claim \$1,000,000
General Aggregate \$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:



Event # 2510-0: Professional Engineering Services

City of Topeka
Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, KS 66603

Architectural and Engineering Only

REQUEST FOR PROPOSAL (RFP)
STANDARD TERMS AND CONDITIONS
ARCHITECTURAL AND ENGINEERING ONLY

1.READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY. Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.

2.SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions or requests shall be buyer or their designee initiating this RFP. All phone calls shall be directed to the buyer. No communication is to be had with any other City employee while the bidding event is open and until a contract and/or purchase order is awarded/issued. Bidders may have contact with other City employees during negotiations, contract signing or as otherwise specified in the RFP.

3.NEGOTIATED PROCUREMENT: The City reserves the right to negotiate this proposal. Final evaluation and award is made by the Negotiation Committee or their designees, which consists of the following:

Financial Services Director
Contracts & Procurement Director
Director of Requesting Department

4.APPEARANCE BEFORE COMMITTEE: Any, all or no bidders may be required to appear before the Committee to explain their understanding and approach to questions from the Committee concerning the proposal; or, the Committee may award without conducting negotiations. The Committee reserves the right to request additional information from bidders as needed. Bidders selected to participate in negotiations will be given an opportunity to submit a best and final offer to the Committee. Prior to the specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings before the Committee are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

5.QUESTIONS/ADDENDA: It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the request.

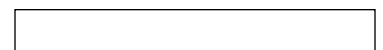
Failure to notify the buyer of any conflicts or ambiguities in this request may result in items being resolved in the best interest of the City. Any and all binding modifications to this request shall be made by Addendum.

6.PRE-PROPOSAL CONFERENCE: All Pre-Proposal Conferences will be scheduled (if so noted) through the meetings section of the City's online bidding portal. Attendance is typically not mandatory, but is strongly encouraged. All questions shall be submitted during the open questions period section of the City's online bidding portal. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided, when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written amendment.

7.COST OF PREPARING PROPOSAL: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract and other costs associated with this request. All responses will become the property of the City of Topeka and are subject to the Kansas Open Records Act subsequent to the signing of a contract, purchase order issuance or rejection of all bids/responses.

8.EVALUATION OF PROPOSALS: Award shall be made through qualification based selection in the best interest of the City as determined by the Negotiating Committee. Proposals are expected to outline the most efficient and cost effective way to perform the proposed work, considering long term value and life cycle costs. Proposals shall contain:

- The firm's understanding of the project;
- Proposed approach to the project and activities to be accomplished;
- Project team and their familiarity with the location;
- Strategy for public involvement;
- Firm's qualifications in designing similar projects;



Event # 2510-0: Professional Engineering Services

- Firm's past project performance with the City of Topeka; and
- Project Schedule.

The design effort may require coordination of utility work, construction phasing, business and residential communication and access management. The development of plans may also require public information meetings. Good communication will be important throughout the project, as well as technical expertise, innovation, latest technology and professional competency. Transparency and openness to the public is critical.

Each firm should be creative in their proposal and approach to the project. Consideration will focus on, but not be limited to:

- Overall proposal quality including adherence to the Statement of Work and the Terms and Conditions;
- Project understanding and approach, including challenges and how they will be addressed, including complex design elements;
- Relevant experience of firm and any sub-consultants, and knowledge of City, State and Federal procedures;
- Team structure, qualifications and availability;
- Project schedule including the ability to perform the desired services within the time prescribed or justification for modifying the time schedule, as well as creative ways to modify or expedite, or concerns and suggestions for modifications; and
- Miscellaneous, including explanation strategies for public involvement, Complete Streets, utilities and utility coordination and client references.

9.ACCEPTANCE OR REJECTION: The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the request; and unless otherwise specified, to accept any item in a proposal.

10.CONTRACT: The successful bidder will be required to enter into a written contract with the City. The successful bidder agrees to accept the Contractual Provisions Attachment and the Contractor's Statement of Agreement which are incorporated into all City contracts.

11.CONTRACT DOCUMENTS: This request and any amendments and the bidder's response and any amendments shall be incorporated along with the Contractual Provisions Attachment and Contractor's Statement of Agreement into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order shall govern:

- Contractual Provisions Attachment and Contractor's Statement of Agreement;
- Written modifications to the executed contract;
- Written contract signed by the parties;
- This Request including any and all addenda, and;
- Contractor's proposal submitted in response this Request as finalized.

12.CONTRACT FORMATION: No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful vendor(s).

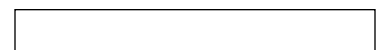
13.OPEN RECORDS ACT: All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.

14.FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. The City of Topeka is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

15.SUSPENSION FROM BIDDING: Any vendor who defaults on delivery as defined in this Request may, at the discretion of the Contracts & Procurement Director, be barred from bidding or receiving an award on any subsequent Request for a period of time to be determined by the Director.

16.INSURANCE: The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

17.CASH BASIS AND BUDGET LAWS: All contracts entered into by the City of Topeka are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the City's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and the City reserves the right to cancel



Event # 2510-0: Professional Engineering Services

any contract until the first date of the subsequent fiscal year.

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GENERAL PROVISIONS

1.TERM OF CONTRACT: As negotiated.

2.INSPECTION: The City reserves the right to reject, on arrival at destination, any items that do not conform to the specifications of this request.

3.TERMINATION FOR CAUSE: The Contracts & Procurement Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- The Contractor fails to make delivery of goods or services as specified in this contract; or
- The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Contracts & Procurement Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as City may authorize in writing), the Contracts & Procurement Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

4.TERMINATION FOR CONVENIENCE: The Contracts & Procurement may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Contracts & Procurement shall determine that the termination is in the best interest of the City. In the event that the Contracts & Procurement Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5.NOTICES: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Contracts & Procurement Director

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

or to any other persons or addresses as may be designated by notice from one party to the other.

6.RIGHTS AND REMEDIES: If this contract is terminate, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to date of termination.

Subject to proof of market price, the measure of damages for non-delivery or repudiation by the Contractor shall be the difference between the market price at the time when the City learned of the breach and contract price together with any incidental and consequential damages less expenses saved in consequence of the Contractor's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of the City. In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of matching funds.

The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7.FORCE MAJEURE: The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to Acts of Terrorism as defined under 6 CFR Part 25, freight embargoes, acts of nature, fires, quarantine and strikes other than by Contractor's employees.

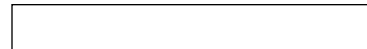
8.WAIVER: Waiver of any breach of the provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.

9.OWNERSHIP: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

10.INDEPENDENT CONTRACTOR: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

11.STAFF QUALIFICATIONS: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be



Event # 2510-0: Professional Engineering Services

employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

12.CONFLICT OF INTEREST: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional person who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least one year after his/her termination of employment with the City.

13.CONFIDENTIALITY: The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form, it is maintained by the contractor. Upon the termination or expiration of this contract, contractor will not use any such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.

14.REVIEWS AND HEARINGS: The Contractor agrees to advise the Contracts & Procurement Director of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Contracts & Procurement Director. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related this contract.

15.NONDISCRIMINATION AND WORKPLACE SAFETY: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

16.ENVIRONMENTAL PROTECTION: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

17.HOLD HARMLESS: The Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

18.CARE OF CITY PROPERTY: The Contractor shall be responsible for the proper care and custody of any city-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.

19.PROHIBITION OF GRATUITIES: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

20.RETENTION OF RECORDS: Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of the contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using department; independent auditors acting on behalf of the City and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the City.

21.FEDERAL, STATE AND LOCAL TAXES: The City makes no representation as the exemption from liability of any tax imposed by any governmental entity on the Contractor.

22.ANTITRUST: The Contractor assigns to the City all of its rights to and interests in any causes of action it has or may acquire under the antitrust laws of the United States and the State of Kansas relating to the particular product or services purchased or acquired by the City pursuant to this contract.

23.MODIFICATION: This contract shall be modified only by written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

24.ASSIGNMENT: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City which consent shall not be unreasonably withheld or delayed.

This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the



Event # 2510-0: Professional Engineering Services

Contractor without the prior written consent of the City.

25. **THIRD PARTY BENEFICIARIES:** This contract shall be construed as providing an enforceable right to any third party.

26. **CAPTIONS:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

27. **SEVERABILITY:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

28. **GOVERNING LAW:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

29. **JURISDICTION:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.

30. **MANDATORY PROVISIONS:** The provisions found in the Contractual Provisions Attachment, which is attached, are incorporated by reference and made a part of this contract.

31. **INTEGRATION:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

32. **VOLUME REPORTING:** The City may request that Contractor submit upon request all acquisitions made by the City from this contract. At a minimum the report should state the department name, quantity, description and amount.

33. **CRIMINAL OR CIVIL OFFENSE OF AN INDIVIDUAL OR ENTITY THAT CONTROLS A COMPANY OR ORGANIZATION OR WILL PERFORM WORK UNDER THIS CONTRACT:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a City contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

Attachments

Attachment

Event 2510 RFP Streambank and Channel Restoration and Rehabilitation.pdf

Commodity Codes

Commodity Code

Description

918

CONSULTING SERVICES

925

ENGINEERING SERVICES, PROFESSIONAL

Line Details

Event # 2510-0: Professional Engineering Services

Line 1: Professional Engineering Services

Description: Upload your technical proposal and enter 1.00 in the unit price field. Select SUBMIT to submit your response. Consultants should submit technical proposals only. Pricing proposals are not to be submitted at the time of responding to this bid event. This is a qualification based selection process and a schedule of fees will be negotiated during the contract development process.

Item: STREAMBANK & CHANNEL RESTORATION & REHABILITATION FOR BID

Commodity 918 CONSULTING SERVICES
Code:

Quantity: 1.000 **UOM:** EA

Requested 12/31/2022
Delivery Date:

Require Yes **Price Breaks Allowed:** No **Alternate Items** No
Response: **Allowed:**

Add On No
Charges
Allowed:

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	8233063800	52203	100.000%

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City of Topeka

Streambank and Channel Restoration and Rehabilitation

FEBRUARY 2022 // EVENT #: 2510

Submitted by Alfred Benesch & Company

Riprap/bank sloughing
- repair armoring.

Stream bed cutting
and erosion -
repair channel and
replace armoring.

Streambank erosion around
stormwater headwalls -
rebuild embankment and
provide armoring.

Streambed cutting and bank
erosion - repair channel and
embankment and provide armoring.

Streambank erosion and riprap
sloughing - rebuild embankment
and provide armoring.



Alfred Benesch & Company
123 SE 6th Avenue, Suite 200
Topeka, KS 66603
www.benesch.com
P 785-409-6507

February 24, 2022

City of Topeka
Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603

RE: Event #: 2510 | Streambank and Channel Restoration and Rehabilitation

Dear Members of the Selection Committee:

Alfred Benesch & Company (Benesch) is extremely excited to have the opportunity to partner with the City of Topeka to provide design, survey, inspection and construction administration services related to bank rehabilitation, stabilization and restoration of streams and channels throughout the City of Topeka. We understand the City requires a highly experienced team who can start immediately – a team with a keen understanding of project issues, agency processes and experienced members who will deliver your project on-time and within budget without compromising quality. Benesch is that team.

When you choose the Benesch Team, you can expect the following key advantages:



Familiarity with Topeka Stormwater and Ward-Martin Creek Basin

Maria Neeland and Patrick Bussen recently joined Benesch and provide the Benesch Team with unmatched experience and working knowledge of Topeka Stormwater and modeling of Topeka streams, watersheds and the Ward-Martin Creek basin. As discussed further in our approach section, there are numerous models that can be brought to bear on this stream for analysis of the bank stabilization efforts.



Science Based Stream Buffer Analytics

Benesch key personnel, Maria Neeland and Patrick Bussen, were important players in both the development of the predictive Science Based Stream Buffer tool as well as implementation and application of the tool on Topeka Streams as part of the Topeka Stormwater Program Assessment and KDA Technical Assistance project. The vector based analysis was used to develop the GIS layer for the outer stream buffer that has been implemented by the City of Topeka and supported by the revised Stream Buffer Ordinance.

✓ **PREDICTIVE STREAM BUFFER**
✓ **SOIL PARAMETERS** ✓ **ASSET MANAGEMENT**
✓ **BRIDGE INSPECTIONS** ✓ **H&H** ✓ **BRE**



Streambank Stabilization Designs

Benesch staff have analyzed and designed numerous streambank stabilization projects both as Benesch employees and with former employers across Kansas. In fact, several of our Team members worked on the Shunganunga Streambank Stabilization Project that is currently under construction. This experience will lend itself to direct application to the Ward-Martin basin and all City of Topeka streams. The Benesch knowledge of Topeka streams, H&H, BRE Analysis, and all things stormwater is unmatched with the recent additions of Maria Neeland and Patrick Bussen to our Topeka team.

The City of Topeka is a priority to Benesch, and we remain steadfast in our commitment to continued growth and expansion of our Topeka Office Team as evidenced by our recent personnel additions. We continue to pursue other key additions to our Topeka staff and we hope to have some exciting news to share very soon about further additions to our Team. We truly value and appreciate the opportunity to work alongside the City of Topeka staff on this extremely important project. We look forward to continuing our pursuit to grow and foster our relationship with you.

MEETING OBLIGATIONS TO CITY

Benesch makes the following statements with respect to this contract:

- A.** Benesch is the prime contractor for the project. Subcontractors for this project include teaming partners for which Benesch has worked with on many occasions in Topeka. These include Terracon for geotechnical services and Garber for field surveying services.
- B.** Benesch is a licensed corporation.
- C.** No attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal.
- D.** Benesch does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability.
- E.** No cost or pricing information has been included in the transmittal letter or the Technical Proposal.
- F.** Benesch presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict.
- G.** Brad Johnson is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements.
- H.** Benesch is not associated with any parent, affiliate, or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract.
- I.** Benesch agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and
- J.** Benesch has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

If you have any questions or comments regarding the specific project approach or content of this response, please feel free to contact Brad Johnson at bjohnson@benesch.com.

Sincerely,



Brad Johnson, PE | Project Manager

E: bjohnson@benesch.com | **C:** 785-408-9413

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// City of Topeka - Streambank and Channel Restoration and Rehabilitation

COMPANY BACKGROUND



FIRM QUALIFICATIONS



Benesch is a multi-disciplined engineering and professional services firm, established in 1946. Now, with 44 offices across 20 states, Benesch has successfully completed thousands of design and engineering projects throughout the US and is ranked #112 among the Top 500 Design Firms in the country by Engineering News Record. While Benesch is headquartered in Chicago, Illinois, it operates four offices within Kansas with more than 50 employees, including seven located in our Topeka office with more staff coming soon. Our experienced and growing Topeka staff provide a thorough knowledge that includes Topeka stormwater, stream stabilization techniques and design experience.



Terracon Consultants (Terracon) is a successful multidisciplinary firm specializing in environmental and geotechnical services. They have over 5,000 employees in 175 offices nationwide and serve a diverse portfolio of private and public clients. Terracon is a preferred geotechnical provider by the City of Topeka Utilities and Benesch has successfully teamed with Terracon on many successful projects in Topeka, Manhattan and several other locations throughout Kansas.



Garber Surveying Service (Garber) is qualified to provide engineering and construction surveys utilizing the most current technology for efficiency and accuracy. From four-wheel drive vehicles, all-terrain vehicles, aerial drones, electronic field instruments, and GPS surveying instruments to drafting computers, plotters, and laser scanners, Garber provides prompt, accurate and professional surveying services to the engineering and construction industries. Benesch has teamed with Garber on Topeka Utility projects and other projects throughout the state in many of our other offices including Manhattan and Wichita.

SUCCESSFUL TEAMING HISTORY

Our teaming partners on this project include two firms we have teamed with on many Topeka projects in the past including several for the Topeka Utilities Department. This teaming experience includes:

Terracon: Shunganunga Streambank Stabilization, SW 17th & Westport Street, Stormwater and Waterline Designs, and Meier Waterline Design

Garber: 17th & Westport Street, Stormwater and Waterline Designs, and SW 29th & Jewell Drainage Design

VENDOR QUALIFICATIONS

A. Date Established: Benesch was established in 1946 and opened the Topeka office in 2020.

B. Ownership: Benesch is privately owned corporation.

C. Number of Personnel, Full and Part Time, Assigned to This Project by Function and Job Title: We have listed the function leads in the organizational chart in the following section. These individuals are all full-time employees and have the availability and expertise to perform their roles successfully with most being right here in our Topeka Office. For each of these categories, we have over 50 qualified staff within our Topeka and other Kansas offices to assist the function leads in the completion of the tasks, as necessary.

D. Data Processing Resources and the Extent They are Dedicated to Other Matters: The Benesch Team has sufficient resources, not dedicated to other projects, to support the current ongoing work.

E. Location of the Project Within the Vendor's Organization: Led by Project Manager, Brad Johnson, our team will manage this project from our Topeka office.

F. Relationship of the Project and Other Lines of Business: Benesch is a full-service design and consulting firm. As a national leader providing civil engineering services to public and private agencies, we have designed highway interchanges, local roads and all types of roadway structures, potable water, sanitary sewer, storm sewers, channel and stream stabilization, and restoration projects. The project falls right in our wheelhouse of services and expertise. Our team members currently assist Topeka Utilities with On-Call Stormwater reviews so we understand Topeka's standards and specifications, and led the effort to author the Topeka Stormwater Handbook.



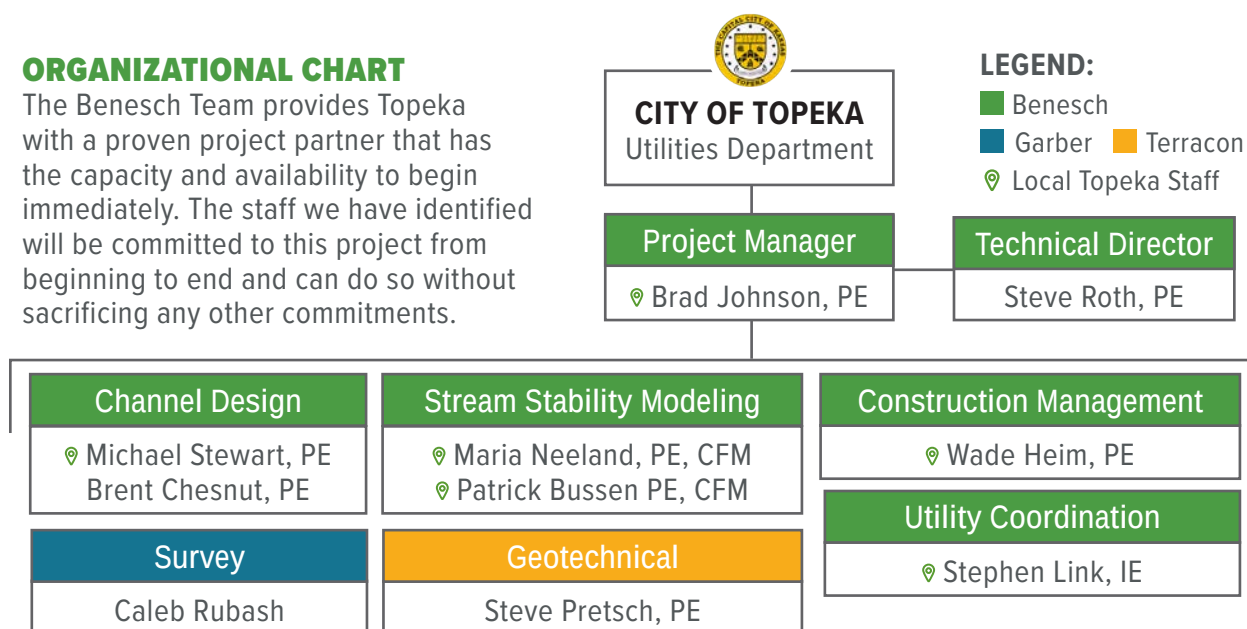
// City of Topeka - Streambank and Channel Restoration and Rehabilitation

PROJECT TEAM



ORGANIZATIONAL CHART

The Benesch Team provides Topeka with a proven project partner that has the capacity and availability to begin immediately. The staff we have identified will be committed to this project from beginning to end and can do so without sacrificing any other commitments.



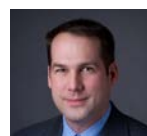
BRAD JOHNSON, PE | PROJECT MANAGER. Brad has 26 years of municipal engineering, project management and design experience that includes transportation systems, storm drainage systems, levee systems, utility systems and private development engineering. He has a diverse background and has spent significant time in both the private sector and public sector and has managed various multi-discipline projects throughout his career including several stream stabilization projects in Topeka and throughout Kansas. He is the project manager for the Shunganunga Streambank Stabilization Project that is currently under construction. Having spent the last 15 years of his career in Topeka, Brad has a firm grasp of the project delivery requirements and expectations of City Utilities Staff. He has extensive experience with Topeka stormwater design projects.

Education: BS, Civil Engineering, Kansas State University

Relevant Experience in Similar Role: ► City of Topeka - Shunganunga Creek Stream Stabilization

► City of Topeka - Stormwater Master Plan ► City of Topeka - SW 29th Street / Butcher Creek Natural Channel Design* ► City of Topeka - MS4 Program Assessment (Includes Predictive Stream Buffer)* ► City of Topeka - SW 38th Street & Stonybrook RCB and Channel Stabilization* ► City of Junction City - RR/1st Street Pipe Outfall Slip Line and Bank Stabilization*

***Projects completed with previous firm**



STEVE ROTH, PE | TECHNICAL DIRECTOR. Steve has over 25 years of experience as a project manager and design engineer on a wide variety of stormwater projects. Mr. Roth has worked with dozens of municipalities to resolve flooding issues within existing neighborhoods as a hydrologic and hydraulic engineer. In addition to this experience, he has also prepared hydraulic analysis and stream bank stabilization analysis on numerous rivers in Kansas.

Education: BS, Civil Engineering, University of Kansas

Relevant Experience in Similar Role: ► City of Topeka - Shunganunga Creek Stream Stabilization

► City of Topeka - Stormwater Master Plan ► Pottawatomie County - Elbo Creek Stream Assessment

► Merriam Drainage District - Turkey Creek Stream Stabilization ► Kaw Valley Drainage District - Engineering On-Call

► Fairfax Drainage District - Engineering On-Call ► Merriam Drainage District - Engineering On-Call

*Projects completed with previous firm



MICHAEL STEWART, PE | CHANNEL DESIGN. Michael has 20 years of experience that includes project management, roadway/stormwater design and construction administration. He's well-versed in all elements of roadway/channel design, including horizontal alignments, cross sections, intersection geometrics, storm sewer layout, box culvert design, hydrology and hydraulic analysis and design, traffic signal design, traffic control, cost estimation, technical specification writing, QC Reviews and Civil-3D Software. Born and raised in Topeka, he has spent his entire career in Topeka working directly on City of Topeka street and utility projects throughout the community.

Education: BS, Civil Engineering, Kansas State University

Relevant Experience in Similar Role: ► City of Topeka - Shunganunga Creek Stream Stabilization

- City of Topeka - Brookfield Channel Rehabilitation* ► City of Topeka - SW 25th and Kingsrow Drainage Study
- City of Topeka - SW 17th Street & SW Westport Storm Sewer Analysis/Design ► City of Topeka - Eastgate Drainage Study
- City of Topeka - SW 24th and Massachusetts Drainage Study ► City of Topeka - SW 29th and Jewel Drainage Study



BRENT CHESNUT, PE | CHANNEL DESIGN. Brent's 13 years of experience includes specification development, stormwater modeling using a variety of modeling methods from complex, in-depth computer models to simple handwritten culvert sizing calculations, stormwater routing, detention pond sizing and evaluation, watershed management studies, stream geomorphology in both rural and urban settings, rehabilitation and design, green infrastructure design and drainage studies for new developments in communities across Kansas. Nearly all of the projects in which Mr. Chesnut has been involved included the development and evaluation of multiple design alternatives, including cost estimates, in order to deliver the best possible project to the client. His responsibilities on multiple projects have also continued into the construction phase to include construction inspection and construction administration.

Education: BS, Civil Engineering, Kansas State University

Relevant Experience in Similar Role: ► City of Topeka - Shunganunga Creek Stream Stabilization

- City of Topeka - SE 24th & Massachusetts Drainage Study ► City of Topeka - SW 25th Drainage Study
- City of Topeka - Eastgate Drainage Study ► Pottawatomie County - Elbo Creek Stream Assessment



PATRICK BUSSEN, PE, CFM | STREAM STABILITY MODELING. Patrick has 12 years of experience as a water resources engineer, including project management responsibilities. His knowledge is focused on hydrologic and hydraulic engineering, stormwater drainage analysis, flood inundation mapping, flood reduction studies, and levee riverine and interior drainage analyses. Patrick has experience with stormwater mitigation and alternatives analysis and has performed technical reviews of complex hydrologic and hydraulic studies.

Education: BS/MS, Biological and Agricultural Engineering, Kansas State University

Relevant Experience in Similar Role: ► City of Topeka - Stormwater Master Plan* ► City of Topeka - MS4 Program Assessment (with Predictive Stream Buffer)* ► City of Topeka - SW 29th Street at Butcher Creek Natural Channel Design*

- City of Topeka - SW 12th Street / Ward-Martin Creek Storm Capacity* ► City of Kansas City, MO - Watershed Risk Assessment*
- Kansas Department of Ag. - FEMA Risk Map Projects* ► City of Topeka - Levee Certification*



MARIA NEELAND, PE, CFM | STREAM STABILITY MODELING. Maria has 11 years of experience as a water resources/environmental engineer, including project management responsibilities. Her knowledge is focused on hydrologic and hydraulic engineering, stormwater drainage analysis, flood inundation mapping, flood reduction studies and water quality analysis. Maria has experience with community management planning, stormwater mitigation and alternatives analysis, and has a comprehensive understanding of local, state, and federal requirements. She also has experience with technical review of stormwater management designs/plans.

Education: BS, Biological and Agricultural Engineering, Kansas State University

Relevant Experience in Similar Role: ► City of Topeka - Stormwater Master Plan* ► City of Topeka - MS4 Program Assessment (Includes Predictive Stream Buffer)* ► City of Topeka - Levee Certification* ► City of Topeka - Stormwater Plan Reviews*

- City of Topeka - SW 12th Street / Ward-Martin Creek Storm Capacity* ► Kansas Dept. of Agriculture - FEMA Risk Map Projects*
- Kansas Dept. of Agriculture - Topeka Technical Assistance Projects*

// City of Topeka - Streambank and Channel Restoration and Rehabilitation

UNDERSTANDING & APPROACH





PROJECT UNDERSTANDING

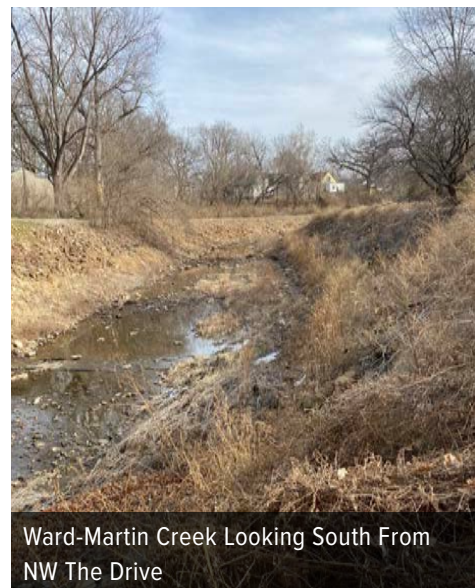
The City of Topeka is seeking a consultant to provide design, survey, inspection and construction services related to bank rehabilitation, stabilization and restoration of streams and channels throughout the City of Topeka. This work will begin with efforts necessary for bank restoration/rehabilitation along Ward-Martin Creek from SW Munson & Oakley Avenue, extending north to The Drive & NW Roosevelt. The identified project covers approximately 8,700 linear feet of channel or 1.65 miles.

PROJECT APPROACH

One of the key components included in the analysis of stream stability is two-dimensional hydraulic modeling which can be used to model flows, velocities, shear stress, flow depths, etc. These flow regimes can be used to analyze stream stability and evaluation of countermeasures. Benesch's Topeka team recently grew with the addition of Maria Neeland and Patrick Bussen who have been involved with numerous modeling efforts throughout Topeka, including several different model iterations on this specific section of Ward-Martin Creek Channel. This knowledge gained and familiarity with Topeka's streams will be leveraged for this project.

Past modeling Work for Ward-Martin Creek Channel

Ward-Martin Creek has been included in a variety of modeling projects for the City of Topeka. As part of the Levee Certification project for the City of Topeka levee units, including the Waterworks and Auburndale units, interior drainage analysis was performed to determine the location and extent of interior flooding for the levee systems. Ward-Martin Creek was included in the PC-SWMM model for the Auburndale and Waterworks units. This model included 22 subcatchments and five drainage structures through the levee. The result of this modeling was the establishment of interior ponding areas, with associated base flood elevations, for Zone AH determinations in the FEMA Special Flood Hazard Area. This PC-SWMM model was further enhanced during the 12th Street Watershed Drainage Study for the City of Topeka. The enhanced PC-SWMM model includes 76 subcatchments. Stormwater conveyance pipes of 15 inches or greater were included in the enhanced model using Topeka's storm sewer inventory data. This model was used to model alternatives in determining recommended conveyance improvements in four focus areas, located east of Ward-Martin Creek, between SW 2nd Street and SW Huntoon Street.



Ward-Martin Creek Looking South From
NW The Drive

In addition to the PC-SWMM modeling that has been performed for the Ward-Martin Creek basin, two-dimensional HEC-RAS modeling has also been performed for the City of Topeka as part of a technical assistance project funded through the Kansas Department of Agriculture. The purpose of this technical assistance project was to help better understand and reduce flooding issues within the City of Topeka. Two-dimensional HEC-RAS models were developed for the portions of the City located south of the Kansas River. A later project was also funded to model the areas north of the Kansas River. Two-dimensional hydraulic models using "excess rainfall on grid" hydrology were developed. Detention and storage areas were captured in the modeling and roughness values were customized for the City, based on available GIS data. Structures deemed critical for modeling purposes and calibration purposes were included in the models. Tail water elevations were used from the PC-SWMM modeling completed for the levee certification project.

Stream Buffers

As part of the technical assistance project with the Kansas Department of Agriculture, a GIS-based and science based predictive stream buffer was developed for a portion of the City. To develop the stream buffer, an overall risk grid was developed that incorporates a variety of parameters including the stream direction, the maximum flood depth, the maximum water velocity, the ground slope, the ground and streambed curvature, the soil erosion index (or soil erodibility) and the maximum shear stress. The magnitude of the stream setback limits was determined by an automated process that evaluated the overall risk along the stream, direction of flow and minimum bank offset. An automated process created stream flow projection lines, and a polygon was created using the endpoints of the lines to determine the recommended stream setback limits. The City of Topeka expanded upon this work as part of the Stormwater Program Development (MS4) project in which GIS-based Modified Stream Buffers were developed for the City of Topeka, including this section of Ward-Martin Creek, and the Buffer Areas Ordinance was adjusted accordingly. Shapefiles for the streamside area and outer area extents of the stream buffer were developed and included on the Utilities Exploration website and Data download site.

This science-based stream buffer migration predication tool was developed and implemented for the Topeka streams by staff who have recently joined the Benesch Team. These science-based buffer outputs have been reviewed and compared to the areas of interest/concern that Benesch staff noted as part of our field visit and are captured beginning on the following page.

Business Risk Exposure (BRE)

As part of the City of Topeka Stormwater Master Plan project, BRE rankings were developed for 172 sub-basins in the City of Topeka. The sub-basins with the top 50 rankings (highest risk) were selected for alternatives analysis as part of the Master Plan project. The sub-basins in the area of interest in the Ward-Martin Creek basin for the Streambank and Channel Restoration Project are included in the sub-basins selected for alternatives analysis for the Master Plan project, which includes determinations of capacity shortages and mitigation recommendations. The Benesch Team has the ability to coordinate the alternatives analysis with streambank restoration analysis.

Site Visit

The Benesch Team made a site visit to investigate the channel and determine if there were specific areas or issues that were in obvious need of bank stabilization or restoration. Overall, this section of Ward-Martin Creek channel appears to be fairly stable and includes riprap armoring fairly consistently through the length of the project. However, there are certain areas that appear to be unstable as a result of riprap degradation and displacement. These areas of exposed soil along the banks would benefit from additional or enhanced armoring for stability.

There were also several bridge crossings of this section of Ward-Martin Creek where the riprap protection of the bridge abutments had been displaced and erosion/scouring of the bridge abutments is occurring. Benesch recently completed the biennial bridge inspections for the City of Topeka which identifies significance and priority locations for the bridge abutment stabilization and treatments as well. The Benesch Team will compare notes from our site visit and coordinate findings with our Bridge Inspection Team and individual Bridge Inspection Reports.

Several steel retaining wall sections have been installed about a block north of 10th Street at Reynolds Drive. It is clear these were installed as countermeasures for the protection of existing infrastructure including the Webster Avenue cul-de-sac, Reynolds Drive curb and roadway, and also the chain link fence at 939 SW Webster Avenue. These are very likely areas of historical stream stability issues and the retaining walls were installed to arrest further erosion and potential loss of infrastructure.



North Bridge Abutment Scour - SW MacVicar Avenue over Ward-Martin Creek



Retaining Wall at 939 SW Webster Avenue Preserving Fence

The following sites are five specific channel areas (labeled A-E) that our team has identified as potential initial stream stabilization areas of interest.

SITE A



Site A in Washburn Park was flagged by the GIS-based stream buffer, with stream projection lines reaching into the outer stream bank from flows exiting the stormwater system from Oakley Avenue. The view from the ground at this area shows visible stream bank degradation and erosion. This includes the displacement of riprap and soil loss. The degradation is on the outer bank of Ward-Martin Creek at this bend in the stream, which would experience higher shear stress during large flow events as flooding moves through the bend. Therefore, the predictive stream buffer vectors are accurately predicting stream stabilization issues in this location.

SITE B



Site B has visible channel degradation and erosion has been noted near the pedestrian bridge of Washburn Park. This includes the displacement of riprap, soil erosion and some cutting of the stream. The degradation in this area is most likely due to the higher velocities associated with stormwater flows from nearby 11th Street, discharging into the channel via subsurface systems and a large concrete chute as well as turbulence developed at outfalls.

SITE C



Site C along Reynolds Drive was flagged by the GIS-based stream buffer, with stream projection lines reaching into the outer streambank from flows on the downstream side of the 10th Avenue bridge. From the ground, visible streambank degradation and erosion have been noted at this location along Reynolds Avenue. This includes the displacement of riprap and soil loss around the headwalls of the large stormwater outfalls at this location. The degradation is on the outer bank of Ward-Martin Creek at this bend in the stream, which would experience higher shear stress during large flow events as flooding moves through the bend. The culvert outfalls also likely create additional turbulence in this area contributing to riprap displacement and subsequent erosion.

SITE D



Site D near 2nd Street was flagged by the GIS-based stream buffer, with stream projection lines reaching into the outer stream bank. From the ground, visible stream bed erosion and loss of channel toe stability can be seen near 2nd Street. The degradation is likely due to higher velocities on the outer bank of the streambed, cutting into the channel and causing erosion.

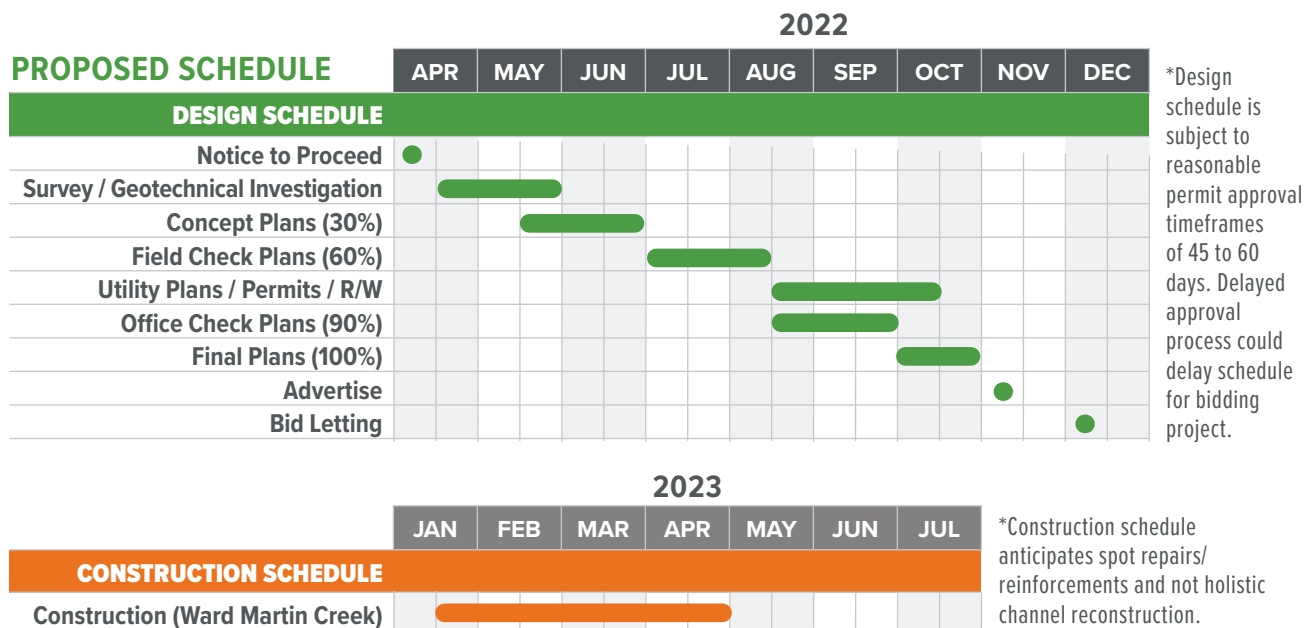
SITE E



Site E was flagged by the GIS-based stream buffer, with stream projection lines reaching into multiple directions along the meandering stream. From the ground, riprap displacement and embankment sloughing is visible just downstream of Roosevelt Street Bridge. This degradation is likely due to higher flow velocities exiting the bridge.

Design Document Process

Once the identified areas of concern are developed, field work will be needed to develop documents for the design of the improvements needed to arrest the erosion/degradation process. This includes the acquisition of targeted survey and geotechnical information to facilitate the design process. Once the field work is completed, Benesch will proceed with the development of Concept Plans (30%), Field Check Plans (60%), Office Check Plans (90%), Final Plans (100%) and Bid Documents. **One of the most critical components when dealing with stream stability is the acquisition of permits from USACE, DWR and local floodplain permits as well. These can be time consuming and widely unpredictable and therefore it is of critical importance to get them submitted immediately after field check. Benesch has successfully navigated that process recently on Shunganunga Creek Streambank Stabilization Project which is currently under construction.**



// City of Topeka - Streambank and Channel Restoration and Rehabilitation

SIMILAR EXPERIENCE



EXPERIENCE ON SIMILAR PROJECTS

The Benesch Team has a keen understanding of the flow characteristics that exist in the Ward-Martin Creek Basin as a result of recent additions to our Topeka Team who have significant modeling experience in this basin, but also generated the tool for the Predictive Stream Buffer and applied it to all Topeka streams with drainage areas greater than 40 acres. The predictive model provides great insight into the flow regimes and will be extremely beneficial in evaluating countermeasures as well. The comprehensive experience of the Benesch Team with the development and design of the stream buffer tool and application of the tool on Topeka streams is unmatched. Below are a few relevant regional projects that best describe our local streambank and channel stabilization assessment and design experience. There are also several other projects that members of our Team have completed with previous firms as well that we can discuss or elaborate on as needed.



Reference: Braxton Copley |
City of Topeka | 785-368-2527

SHUNGANUNGA CREEK STABILIZATION | CITY OF TOPEKA, KS

Benesch was retained to investigate and design stabilization improvements to mitigate a streambank failure on Shunganunga Creek just downstream of its confluence with Butcher Creek. The streambank failure was about 15-feet in height and threatened to damage city infrastructure including the Shunganunga Trail. Using an unsteady state HEC-RAS model which had been previously developed by the USACE, Benesch was able to manipulate the model to facilitate the alternatives evaluation process. Given the height of the streambank, and the various flow conditions, the design of the stabilization effort included the analysis of flows and velocities for multiple recurrence

events. The design ultimately included a two-tiered riprap section with use of Turf Reinforcement Mat on the upper portions of the channel with riprap transition areas both upstream and downstream of the failed area. This solution will bring the channel back to its original cross section prior to the slope failure.



Reference: Peter Clark |
Pottawatomie County | 785-457-3631

ELBO CREEK STREAM ASSESSMENT | POTTAWATOMIE COUNTY, KS

Urbanization within the Elbo Creek watershed and development adjacent to the stream had significantly increased the amount of stormwater runoff conveyed by Elbo Creek. This increase in runoff resulted in higher velocities which has increased erosion of both banks and greater incising of the channel.

Benesch performed a stream walk for over two-miles of Elbo Creek and prepared prioritized lists of locations that required countermeasures. The priority list was based on several factors including the severity of channel

degradation, proximity to existing structures and proximity to utilities. Approximately six locations were identified during the stream walk where stream stabilization measures had been installed within the past 10-years including, lunkers, rock weirs and riprap. As part of the analysis, we reviewed each of these countermeasures to determine if they were working effectively and if not, could they be salvaged, or should they be removed and replaced utilizing a different type of countermeasure.

In addition to developing countermeasures to react to changes that have already occurred, Benesch also developed a list of recommendations to allow the county to transition to a more proactive approach to stream maintenance. These areas were identified based on the ability to stabilize the movement of the stream in areas that are currently under stress, but not highly deteriorated. These recommendations will allow the county to prevent erosion now in a cost-effective manner and prevent the additional expense of more costly countermeasures in the future.



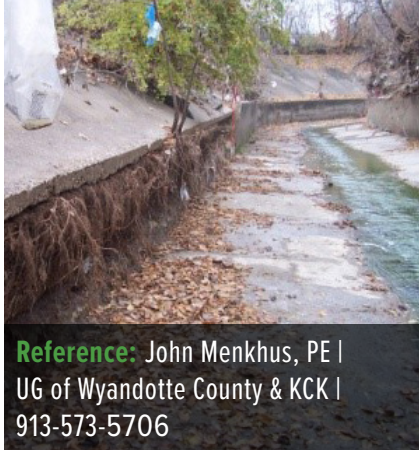
Reference: Gerald Becker | Merriam
Drainage District | 913-384-1400

TURKEY CREEK STREAM STABILIZATION | MERRIAM DRAINAGE DISTRICT, KS

The Turkey Creek channel consists of stacked rock wall and triangular channels with riprap protection. As part of our annual inspections, Benesch identified several areas along Turkey Creek where the rock walls are being undermined. Based on these issues, the Merriam Drainage District requested Benesch design grade control structures along the creek to stabilize the creek bed and protect the walls.

In the past, two types of projects had been undertaken to stabilize the wall; removal and reconstruction of the wall, or the placement of a concrete slab underneath the wall to fill the void. While both methods are effective, they are expensive and are only cost effective when dealing with relatively isolated areas of erosion.

The creek bottom in this area consists of limestone bedrock on which streambank protection is provided by a limestone rock. The creek is approximately 60 feet wide and maintains a consistent baseflow throughout the year. The Turkey Creek watershed is mainly urban/suburban with a large percentage of impervious surface. The size and nature of the watershed results in increased peak flows and high velocities which contribute to streambank erosion. To provide a cost-effective solution to the streambank erosion, we recommended the installation of nine rigid weir grade control structures to stabilize the streambed.



Reference: John Menkhus, PE |
UG of Wyandotte County & KCK |
913-573-5706

JERSEY CREEK CHANNEL REPAIRS | UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KS

Benesch was tasked with investigating and assessing the condition of the Jersey Creek Channel Liner west of 3rd Street and the adjoining Reinforced Concrete Box. In conjunction with our inspection, Benesch was instructed to prepare a preliminary report summarizing the findings, recommendations for repair, estimates of quantities and construction costs, and an implementation plan for the suggested repairs. After Benesch's inspection and report submittal, the UG directed Benesch to prepare plans for repairs to the failed channel sections.

The channel cross-section consists of a 20-foot-wide concrete channel floor slab, which is enclosed by a five-foot-tall retaining wall and a sloped concrete embankment on both sides.

The project repairs were divided into five phases, for economic and scheduling reasons. Benesch prepared plans for each repair phase, addressing the highest priority repairs first. Repairs included rehabilitation and replacing retaining walls and embankment slabs, patching spalled areas, sealing joints and cracks, and removing vegetation. New toe wall sections were installed around bends in the channel to provide additional support to retaining walls beginning to rotate inward, with minimal impact on the hydraulic performance.



The Topeka Metro News

800 SW Jackson St., Ste. 1118
Topeka, KS 66612-1244
(785) 232-8600

CITY OF TOPEKA - CONTRACTS AND PROCUREMENT
215 SE 7TH ST RM 60
TOPEKA KS 66603-3973

Proof of Publication

STATE OF KANSAS, SHAWNEE COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Topeka Metro News which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Shawnee County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

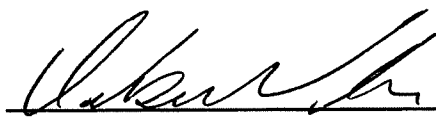
PROPOSALS - STREAMBANK & CHANNEL
RESTORATION
1/24/22



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

January 24, 2022



Notary Public

DEBRA VALENTI
Notary Public-State of Kansas
My Appt. Expires Aug. 21, 2023

First published in The Topeka Metro News, Monday, January 24, 2022.

REQUEST FOR PROPOSAL (RFP) City of Topeka, Kansas Streambank and Channel Restoration RFP

The City of Topeka is seeking a qualified consultant to provide Design, Survey, Inspection, and Construction Administration services related to bank rehabilitation, stabilization, and restoration of streams and channels throughout the City of Topeka. This service will provide improvements for the Utilities Department. For specifications, please go to www.topeka.org, Doing Business, Bid Opportunities, and click on the Blue Button to browse Open Events.

Those wishing to submit proposals may do so online at www.topeka.org, Doing Business, Bid Opportunities - Click on Bidding Opportunities & Supplier Registration TOPEKA ePro button, and Login if you are already registered, or complete the registration process as a new user.

Proposals will be received by the Contracts and Procurement Office until 2:00 PM CST, or local time, on February 24 2022. Proposals received after the specified time and date will not be considered.

The City reserves the right to accept or reject any or all proposals, waive any technicalities or informalities, and to determine which proposal is best.

Leigha Boling, Director
Contracts and Procurement Division

1/24

L94882
Publication Fees: \$15.50



City of Topeka Capital Improvement Project Summary

Project Title	Annual Stream & Channel Restoration, Stabilization, & Rehab				Project Year(s):	2022 to 2031
Dept/Div:	8233063 - Stormwater Projects - CIP			Total by Fund Utilities	 Utilities	
Type:	Repair/Replace	Project Location:	Citywide			
Category:	Utilities	Contact Phone:	785-368-3122			
Contact Name:	Zachary Stueve	Alternate Phone:				
Previous Funding:	\$0	Total Funding:	\$750,000	Future Funding:	\$750,000	
Project # :	501085.00					

Project Description:

This program includes necessary work to identify, design, and construct rehabilitations, stabilizations, and restorations of streams and channels throughout the City of Topeka. These efforts will prevent future erosion issues, relieve current erosion issues, and ensure uninterrupted flow.

Project Schedule and Estimates	2022	2023	2024	2025	2026	5 year totals
Design/Admin Fees	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Fees	\$ 118,333	\$ 118,333	\$ 118,333	\$ 118,333	\$ 118,333	\$ 591,665
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financing Costs (Temp Notes)	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 3,335
Cost of Issuance (Rev/GO Bonds)	\$ 2,667	\$ 2,667	\$ 2,667	\$ 2,667	\$ 2,667	\$ 13,335
Debt Reserve Fund (Rev Bond)	\$ 13,333	\$ 13,333	\$ 13,333	\$ 13,333	\$ 13,333	\$ 66,665
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

Estimated Life of Item (years):

100

Year of Estimate:

2020

Source of Estimate:

Engineer

Estimated Operating Cost:

Annual estimated operating cost will be included in the operating budget for the stormwater collections unit.

Account by Source of Financing	2022	2023	2024	2025	2026	5 year totals
Pay-As-You Go	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fix Our Streets Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Countywide JEDO Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.O. Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IT Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Water	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Waste Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

(Published in the Topeka Metro News August 23, 2021)

ORDINANCE NO. 20311

AN ORDINANCE introduced by Councilmember Spencer Duncan, concerning professional service contracts over \$50,000, amending Topeka Municipal Code § 3.30.010 and repealing original sections.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That section 3.30.010, Authority of City Manager to sign certain contracts, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Authority of City Manager to sign certain contracts; Professional service contracts.

(a) Pursuant to Charter Ordinance No. 94, Section 22 (Appx. A, Section A2-55), the City Manager is hereby authorized to sign all contracts binding the City, unless:

(1) ~~Council~~Governing Body approval of the contract or the subject matter of the contract is required by City ordinance or resolution;

(2) ~~Council~~Governing Body approval of the contract or the subject matter is required by State or Federal law; or

(3) Other City officers or employees are specifically authorized by ordinance to approve and sign the contract.

(b) On and after October 1, 2021, any contract for professional services exceeding \$50,000 shall be approved by the Governing Body. "Professional Services" includes architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management and other similar services requiring specialized knowledge or certification in a particular field.

(b~~c~~) The authority granted by this section is subject to all ordinances and laws which restrict and limit the ability of the City to enter into binding contracts. Further, this section does not authorize the avoidance of or exemption from any administrative reviews or approvals of contracts as required by City ordinances or regulations.

(e~~d~~) The provisions of this section shall not preclude the City Manager from seeking and obtaining the approval of the ~~City Council~~Governing Body prior to signing certain contracts, notwithstanding the authority granted in this section.

Section 2. That original § 3.30.010 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 4. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 5. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on August 17, 2021.

CITY OF TOPEKA, KANSAS

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE: October 11, 2022
CONTACT PERSON: Braxton Copley, **DOCUMENT #:**
Director of Utilities
SECOND PARTY/SUBJECT: Garney Companies, **PROJECT #:** T-291106.00
Inc.
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: Yes
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Utilities contract between the City of Topeka and Garney Companies, Inc., for a construction team to support design with preconstruction services and guaranteed maximum price development as the initial service, and if authorized, provide all site and building services required to construct a turnkey project during construction.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends that the Governing Body approves the contract as part of the consent agenda.

BACKGROUND:

Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must first be approved by the Governing Body. Professional Services include architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management, and other similar services requiring specialized knowledge or certification in a particular field.

The City has a tight window to complete improvements at the North Topeka Wastewater Treatment Plant (NTWWTP) to be in compliance with the City's NPDES permit. The improvements need to be substantially complete by December 31, 2023 and in compliance with the new nutrient removal requirements by December 31, 2024.

BUDGETARY IMPACT:

Pre-Construction Phase \$180,000.00

SOURCE OF FUNDING:

Revenue Bonds

ATTACHMENTS:

Description

Contract - Garney Companies for Construction Manager At Risk (CAMR)

Event 2577 Request For Proposal (Construction Manager At Risk Project Approach for NTWWTP) Nutrient Removal

Event 2577 - Metro Ad

Event 2577 Preview

Garney Companies Inc. Technical Proposal

Garney Companies Inc. Fee Proposal and Addendum 1

Project Drawings for N. Topeka WWTP Nutrient Reduction Improvements T-291106.00

Equipment List

Specification List

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 9 day of September in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Topeka
215 E 7th St.
Topeka, KS 66603
785-368-3940

and the Construction Manager:
(Name, legal status, address, and other information)

Garney Companies, Inc.
1700 Swift St., Suite 200
North Kansas City, MO 64116

for the following Project:
(Name, location, and detailed description)

North Topeka WWTP Nutrient Reduction Improvements
1600 NW Button Rd
Topeka, KS 66618
« »

The Engineer:
(Name, legal status, address, and other information)

Bartlett & West, Inc.
1200 SW Executive Dr.
Topeka, KS 66615

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**EXHIBIT B INSURANCE AND BONDS****ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

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§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:**.1** Design phase milestone dates, if any:

September 30, 2022 – 60% Design
 January 1, 2023 – 95% Design
 April 1, 2023 – Final Design

.2 Construction commencement date:

February 1, 2023

.3 Substantial Completion date or dates:

April 1, 2024 – BNR Startup/Operations Optimization
 June 30, 2024 – Substantial Completion

.4 Other milestone dates:

April 1, 2025 - Final Completion
 June 30, 2025 – Meet Permit Limits

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

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§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Michelle Neiswender, PE
 City of Topeka Water Pollution Control
 1115 NE Poplar St.
 Topeka, KS 66616
 (785) 368-4251

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:*(List name, legal status, address, and other contact information.)***.1** Geotechnical Engineer:**.2** Civil Engineer:**.3** Other, if any:*(List any other consultants retained by the Owner, such as a Project or Program Manager.)***§ 1.1.11** The Engineer's representative:*(List name, address, and other contact information.)*

Andrew D. Wright, PE
 1200 SW Executive Dr.
 Topeka, KS 66615

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:*(List name, address, and other contact information.)*

TBD

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:*(List any Owner-specific requirements to be included in the staffing plan.)*

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:*(List any Owner-specific requirements for subcontractor procurement.)*

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§ 1.1.15 Other Initial Information on which this Agreement is based:

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS**§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the

Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Engineer and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the good faith relationship established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Engineer and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Engineer on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Engineer, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle

data, and possible cost reductions. The Construction Manager shall consult with the Engineer regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Engineer in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Engineer, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Engineer, the Construction Manager shall prepare, for the Engineer's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Engineer, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Engineer is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Engineer's cost estimates, the Construction Manager and the Engineer shall work together to reconcile the cost estimates.

§ 3.1.7 As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Engineer and make recommendations regarding constructability and schedules, for the Engineer's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Engineer regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Engineer's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Engineer to review the Guaranteed Maximum Price proposal. In the event that the Owner or Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Engineer. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Engineer of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Engineer.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Engineer a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Engineer, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Engineer, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer, and shall provide this information in its monthly reports to the Owner and Engineer, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Engineer. The Owner and the Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Engineer does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Engineer

The Owner shall retain an Engineer to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Engineer, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Engineer, and any further modifications to the Engineer’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A preliminary Preconstruction Lump Sum Not to Exceed Fee of \$180,000 for participation in design development, development of budgets, project planning, scheduling, reparation of bid packages, constructability reviews, soliciting and receiving bids, and preparation of the GMP Proposal. CM shall provide a breakdown of the lump sum into smaller tasks. This may include, but is not limited to, effective hourly rates of each employee, employee names, hours worked, and a detailed list of itemized costs for reimbursable expenses.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:
(State a lump sum not to exceed, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

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§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

«The Construction Manager’s Fee may only be changed by a Change Order. Construction Manager shall be entitled to assert a claim and recover for cost and/or time impacts to the extent such impacts were not caused by Garney or any of its subcontractors or vendors. Any claim for an increase or decrease in the Fee shall be based on written notice delivered by the party making he claim to the other party and to Engineer promptly (but in no event later than fifteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant’s written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Construction Managers’ Fee shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Failure to submit a claim for an adjustment in the Fee will invalidate said claim. »

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Owner and Contractor recognize that time is of the essence of the Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 1.1.4 above, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner according to the following schedule:

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Contract Amount	Liquidated Damages (per day)
\$0 to \$25,000	\$75.00
\$25,001 to \$50,000	\$125.00
\$50,001 to \$100,000	\$200.00
\$100,001 to \$500,000	\$400.00
\$500,001 to \$1,000,000	\$600.00
\$1,000,001 to \$2,000,000	\$925.00
\$2,000,001 to \$5,000,000	\$1,375.00
\$5,000,001 to \$10,000,000	\$2,000.00
\$10,000,001 and up	\$3,000.00

For each day that expires after the time specified in paragraph 1.1.4 for Final Completion, the Owner may deduct the total accrued liquidated damages from the final payment due to the Contractor

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

GMP to be proposed, accepted, and added by Amendment

Savings shall be shared 100% to the Owner and 0% to the Construction Manager

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Engineer may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Engineer as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Engineer and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Engineer and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Engineer by the Construction Manager, and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Provided that an Application for Payment is received by the Engineer not later than the 5th day of a month, the payment of the amount certified to the Construction Manager shall be due not later than the 28th day of the same month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be due by the Owner not later than Twenty Five (25) days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Engineer to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Engineer.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) of Work completed

Fifty percent (50%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 9.3 of the General Conditions

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

If the project has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, upon written request by the Contractor, Owner may determine that as long as the character and progress of the Work remain satisfactory to them, that the retainage on account of Work completed be reduced or eliminated. Reduction or elimination of the retainage will be at the sole discretion of the Owner.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Engineer has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Engineer has made exhaustive or continuous on-site inspections; or (3) that the Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Engineer.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Engineer will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Engineer's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Engineer's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

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§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 12 DISPUTE RESOLUTION**§ 12.1 Initial Decision Maker**

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction

[☐] Other: (Specify)

<< >>

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a

condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000) for each occurrence and (\$1,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than (\$4,000,000) each accident, (\$4,000,000) each employee, and (\$4,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ 1,000,000) per claim and (\$ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Engineer and their consultants, agents, and employees as additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner, Engineer, Engineer’s consultants, agents, or employee’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Equipment Pre-Procurement**§ 14.4.1 Contract Assignment**

In the event that the Owner and the Construction Manager should fail to reach an agreement on the Construction Phase, the Construction Manager shall assign the pre-procured equipment contracts to the Owner. This shall relieve the Construction Manager from all further obligations and liabilities under the contracts. After assignment, Seller shall become a subcontractor or supplier to the Owner and all rights, duties, and obligations of the assignee shall become the rights, duties, and obligations of the Owner, including the unpaid balance at the time of the assignment. Any pre-procured equipment that has already been purchased shall be billed to the Owner at an amount not to exceed the price paid prior to reassignment.

§ 14.4.2 Manufacturer Warranties

If project involves the installation or provision of equipment or goods with manufacturer's warranties, then Construction Manager shall transfer the manufacturer's warranty to the City. Construction Manager warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, then Construction Manager shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Design Documents, the Construction Manager shall install the equipment or goods in the manner set forth by the manufacturer.

§ 14.5 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.6 Other provisions:

Personnel rates charged as Cost of Work as defined in Article 6, Section 6.2 are identified in Exhibit A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

☐

This Agreement is entered into as of the day and year first written above.

CITY OF TOPEKA

Owner

☐

By: (Signature)

Stephen Wade, City Manager

Title

(Date)

Garney Companies, Inc.

CONSTRUCTION MANAGER (Signature)



(Printed name and title)

Scott Reuter, Director

Digitally signed by Scott Reuter
Reason: I am approving this document
Date: 2022.09.12 12:01:16-04'00'

Attest: City Clerk, Brenda Younger (Signature)

 AIA®

Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
North Topeka WWTP Nutrient Reduction Improvements1600 NW Button Rd
Topeka, KS 66618

THE OWNER:
(Name, legal status and address)
City of Topeka
215 E 7th St.
Topeka, KS 66603

THE ENGINEER:
(Name, legal status and address)
Bartlett & West, Inc.
1200 SW Executive Dr.
Topeka, KS 66615

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

(Paragraphs deleted)

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Engineers.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's or Engineer's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. In addition, the Contractor may request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner and Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional and that, notwithstanding any other language or provision herein, under no circumstances shall Contractor be responsible or liable for design related services or work,, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved for any reason, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Engineer in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Owner and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, will be issued by the Owner.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and Engineer's approval. The Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept

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expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall promptly report the same to the Owner and Engineer.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ENGINEER**§ 4.1 GENERAL**

§ 4.1.1 The Owner shall retain an Engineer lawfully licensed to practice Engineering or an entity lawfully practicing Engineering in the jurisdiction where the Project is located. That person or entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Engineer is terminated, the Owner shall employ a successor Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Engineer.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents during construction until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other about matters arising out of or relating to the Contract. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer may review and recommend the amounts due the Contractor and issue Certificates for Payment in such amounts.

§ 4.2.6 Whenever the Engineer considers it necessary or advisable, the Engineer may recommend to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or

procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer and/or Owner may prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Engineer may investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer may conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Engineer agree, the Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

(Paragraphs deleted)

§ 4.2.14 The Engineer may review and respond to requests for information about the Contract Documents. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, and in no event later than the delivery of the GMP Proposal, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating whether the Owner has reasonable objection to any such proposed person or entity and if no response is received within 14 days, it is deemed that there is no objection. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

(Paragraphs deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor; a Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument and signed by the Owner and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner and Contractor shall mutually determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor mutually agree with a determination made by the Owner concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and a Change Order will be prepared. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Engineer and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date determined by mutual agreement of the parties in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that may justify delay, then the Contract Time shall be extended by Change Order for a reasonable time.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

(Paragraphs deleted)

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 The Owner shall make payment in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven business days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

(Paragraph deleted)

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. The Owner shall have no obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Parties will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 Upon such acceptance of the Certificate of Substantial Completion and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or if no agreement is reached, by the dispute process herein.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion the Owner shall, upon application by the Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Engineer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions

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during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until the owner puts the property to its intended use. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

(Paragraphs deleted)

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraphs deleted)

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

(Paragraph deleted)

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

To the extent permitted by Kansas Law, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(Paragraph deleted)

§ 11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**§ 12.1 UNCOVERING OF WORK**

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK**§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the

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Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner and/or Engineer may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner will, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and/or Engineer of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

§ 13.5.5 If the Owner is to observe tests, inspections or approvals required by the Contract Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**§ 14.1 TERMINATION BY THE CONTRACTOR**

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors provided the Owner is in compliance with its payment obligations to the Contractor
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials and equipment which has been or is to be used on the Project.
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES**§ 15.1 CLAIMS****§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. Contractor shall be entitled to claim for and recover cost and time impacts to the extent it is not responsible for and did not cause such impacts. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

Additions and Deletions Report for AIA® Document A201® – 2007

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North Topeka WWTP Nutrient Reduction Improvements
1600 NW Button Rd
Topeka, KS 66618

...

City of Topeka
215 E 7th St.
Topeka, KS 66603
~~THE ARCHITECT:~~
~~THE ENGINEER:~~

...

Bartlett & West, Inc.
1200 SW Executive Dr.
Topeka, KS 66615

...

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~~ARCHITECT~~ENGINEER

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~~Architect, Engineer,~~ Definition of

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~~Architect, Engineer,~~ Extent of Authority

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~~Architect, Engineer,~~ Limitations of Authority and Responsibility

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~~Architect's~~Engineer's Additional Services and Expenses

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Architect's Engineer's Administration of the Contract

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Architect's Engineer's Approvals

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Architect's Engineer's Authority to Reject Work

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Architect's Engineer's Copyright

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Architect's Engineer's Decisions

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Architect's Engineer's Inspections

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Architect's Engineer's Instructions

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Architect's Engineer's Interpretations

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Architect's Engineer's Project Representative

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Architect's Engineer's Relationship with Contractor

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Architect's Engineer's Relationship with Subcontractors

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Architect's Engineer's Representations

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Architect's Engineer's Site Visits

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Contractor's Relationship with the ArchitectEngineer

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Decisions of the ArchitectEngineer

PAGE 7

Review of Contractor's Submittals by Owner and ~~Architect~~Engineer

...

Site Visits, ~~Architect's~~Engineer's

PAGE 8

Substitution of ~~Architect~~Engineer

...

Termination of the ~~Architect~~Engineer

...

Waiver of Claims by the ~~Architect~~Engineer

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the ~~Architect-Engineer~~. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the ~~Architect-Engineer~~ or the ~~Architect's-Engineer's~~ consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the ~~Architect-Engineer~~ or the ~~Architect's-Engineer's~~ consultants or (4) between any persons or entities other than the Owner and the Contractor. ~~The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

...

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the ~~Architect-Engineer~~ and the ~~Architect's-Engineer's~~ consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

~~§ 1.1.8 INITIAL DECISION MAKER~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.~~

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Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of ~~Architects-Engineers~~.

...

§ 1.5.1 The ~~Architect-Engineer~~ and the ~~Architect's-Engineer's~~ consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the ~~Architect's or Architect's-Engineer's~~ or ~~Engineer's~~ consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, ~~Architect-Engineer~~ and the ~~Architect's-Engineer's~~ consultants.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the ~~Architect-Engineer~~ does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

§ 2.2.1 ~~Prior to commencement of the Work, the~~ ~~The~~ Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~Thereafter,~~ In addition, the Contractor may ~~only~~ request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the ~~Work or the portion of the Work affected by a material change.~~ Work. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such ~~deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure.~~ Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. ~~deficiencies.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

...

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the ~~Architect-Engineer~~ in the ~~Architect's-Engineer's~~ administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the

information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect~~ Owner and Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ Owner and Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, design professional and that, notwithstanding any other language or provision herein, under no circumstances shall Contractor be responsible or liable for design related services or work,, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the ~~Architect~~ Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved ~~because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, for any reason,~~ the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or ~~Architect~~ for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and ~~Architect~~ and shall not proceed with that portion of the Work without further written instructions from the ~~Architect~~ Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

...

§ 3.4.2 Except in the case of minor changes in the Work authorized by the ~~Architect~~ Engineer in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the ~~Architect~~ Owner and in accordance with a Change Order or Construction Change Directive.

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The Contractor warrants to the Owner and ~~Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ~~If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.~~

...

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the ~~Architect-Engineer~~ before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ~~Architect-Engineer~~ will promptly investigate such conditions and, if the ~~Architect-Owner~~ determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. ~~If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15, both, will be issued by the Owner.~~

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the ~~Owner and Architect-Owner~~. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through the Architect~~ the name and qualifications of a proposed superintendent. The ~~Architect-Owner~~ may reply within 14 days to the Contractor in writing stating (1) whether the Owner ~~or the Architect~~ has reasonable objection to the proposed superintendent or (2) that the ~~Architect-Owner~~ requires additional time to review. Failure of the ~~Architect-Owner~~ to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the ~~Architect's-Owner's and Engineer's~~ approval. The ~~Architect's-Owner's~~ approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the ~~Architect-Owner~~ reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the ~~Owner and Architect-Owner~~.

...

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

...

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect-Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect-Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect-Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect-Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect-Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect-Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect-Engineer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's-Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect-Engineer in writing of such deviation at the time of submittal and (1) the Architect-Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's-Engineer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect-Engineer on previous submittals. In the absence of such written notice, the Architect's-Engineer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture-Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect-Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval

when submitted to the ~~Architect-Engineer~~. The Owner and the ~~Architect-Engineer~~ shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and ~~Architect-Engineer~~ have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the ~~Architect-Engineer~~ will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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The Contractor shall provide the Owner and ~~Architect-Engineer~~ access to the Work in preparation and progress wherever located.

...

The Contractor shall pay all royalties and license fees. The Contractor shall ~~defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect-Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect. is promptly report the sam to the Owner and Engineer.~~

...

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's Engineer, Engineer's~~ consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, ~~regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. liable.~~ Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

ARTICLE 4 — ARCHITECT ARTICLE 4 ENGINEER

§ 4.1.1 The Owner shall retain an ~~architect-Engineer~~ lawfully licensed to practice ~~architecture Engineering~~ or an entity lawfully practicing ~~architecture Engineering~~ in the jurisdiction where the Project is located. That person or entity is identified as the ~~Architect-Engineer~~ in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the ~~Architect-Engineer~~ as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and ~~Architect-Engineer~~. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the ~~Architect-Engineer~~ is terminated, the Owner shall employ a successor ~~architect Engineer~~ as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the ~~Architect-Engineer~~.

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§ 4.2.1 The ~~Architect-Engineer~~ will provide administration of the Contract as described in the Contract Documents and ~~will be an Owner's representative during construction until the date the Architect-Engineer issues the final~~

Certificate for Payment. The ~~Architect~~ Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The ~~Architect~~ Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ~~Architect~~ Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ~~Architect~~ Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the ~~Architect~~ Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The ~~Architect~~ Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ~~Architect~~ Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

...

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other ~~through the Architect~~ about matters arising out of or relating to the Contract. Communications by and with the ~~Architect's~~ Engineer's consultants shall be through the ~~Architect~~ Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the ~~Architect's~~ Engineer's evaluations of the Contractor's Applications for Payment, the ~~Architect~~ Engineer may review and ~~certify~~ recommend the amounts due the Contractor and ~~will~~ issue Certificates for Payment in such amounts.

§ 4.2.6 ~~The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect~~ Whenever the Engineer considers it necessary or advisable, the ~~Architect~~ Engineer may ~~will~~ recommend to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ~~Architect~~ Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ~~Architect~~ Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The ~~Architect~~ Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ~~Architect's~~ Engineer's action will be taken in accordance with the submittal schedule approved by the ~~Architect~~ Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the ~~Architect's~~ Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ~~Architect's~~ Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The ~~Architect's~~ Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ~~Architect~~ Engineer, of any construction means, methods, techniques, sequences or procedures. The ~~Architect's~~ Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 ~~The Architect will~~ Engineer and/or Owner may prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. ~~The Architect will~~ Engineer may investigate and make ~~determinations and recommendations~~ regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 ~~The Architect will~~ Engineer may conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and ~~Architect~~ Engineer agree, the ~~Architect~~ Engineer will provide one or more project representatives to assist in carrying out the ~~Architect's~~ Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 ~~The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

§ 4.2.12 ~~Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 ~~The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

§ 4.2.14 ~~The Architect will~~ Engineer may review and respond to requests for information about the Contract Documents. The ~~Architect's~~ Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the ~~Architect~~ Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, and in no event later than the delivery of the GMP Proposal, shall furnish in writing to the Owner ~~through the Architect~~ the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The ~~Architect~~ Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner ~~or the Architect~~ has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. ~~Failure of the Owner or Architect and if no response is received within 14 days, it is deemed that there is no objection.~~ Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner ~~or Architect~~ has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner ~~or Architect~~ has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner ~~or Architect~~ makes reasonable objection to such substitution.

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By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the ~~Owner and Architect.~~ Owner. Each subcontract agreement shall preserve and protect the rights of the Owner ~~and Architect~~ under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- ~~1~~ — assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- ~~2~~ — assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

...

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the ~~Architect~~ Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those responsible.

...

§ 7.1.2 A Change Order shall be based upon agreement among the ~~Owner, Contractor and Architect~~; Owner and Contractor; a Construction Change Directive requires agreement by the Owner and ~~Architect~~ and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the ~~Architect~~ Engineer alone.

...

§ 7.2.1 A Change Order is a written instrument ~~prepared by the Architect~~ and signed by the ~~Owner, Contractor and Architect~~ Owner and Contractor stating their agreement upon all of the following:

...

§ 7.3.1 A Construction Change Directive is a written order ~~prepared by the Architect and signed by the Owner and Architect~~, signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the ~~Architect~~ Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect shall~~ Owner and Contractor shall mutually determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Architect~~ Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect~~ cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The ~~Architect-Engineer~~ will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the ~~Architect determines, in the Architect's professional judgment,~~ Owner determines to be reasonably justified. The ~~Architect's~~ Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor mutually agree with a determination made by the ~~Architect~~ Owner concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and ~~the Architect will prepare a Change Order; a Change Order will be prepared.~~ Change Orders may be issued for all or any part of a Construction Change Directive.

...

The ~~Architect-Engineer~~ has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the ~~Architect-Engineer~~ and shall be binding on the Owner and Contractor.

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§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect~~ determined by mutual agreement of the parties in accordance with Section 9.8.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the ~~Owner or Architect, Owner,~~ or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that ~~the Architect determines~~ may justify delay, then the Contract Time shall be extended by Change Order for ~~such reasonable time as the Architect may determine.~~ a reasonable time.

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract ~~Documents.~~ Documents

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the ~~Architect, Owner,~~ before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect-Engineer~~ may require. This schedule, unless objected to by the ~~Architect, Owner,~~ shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect-Owner~~ an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner ~~or Architect~~ may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Architect, Owner,~~ but not yet included in Change Orders.

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§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a

representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 — defective Work not remedied;
- .2 — third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 — failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 — reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 — damage to the Owner or a separate contractor;
- .6 — reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 — repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6.1 After the Architect has issued a Certificate for Payment, ~~the~~ The Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. ~~Documents.~~

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven business days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an The Owner shall have no obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect-Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect-Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect-Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such ~~item upon notification by the Architect.~~ item. In such case, the Contractor shall then submit a request for another inspection by the Architect Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect-Parties will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 ~~The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance~~ Upon such acceptance of the Certificate of Substantial Completion and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

...

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect-Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor ~~or, or if no agreement is reached, by decision of the Architect.~~ the dispute process herein.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect-Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

...

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, ~~the Architect-Owner~~ will promptly make such inspection and, when the ~~Architect-Owner~~ finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect-Owner~~ will promptly issue a final Certificate for Payment stating that ~~to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections,~~ the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The ~~Architect's~~ final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect-Owner~~ (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner~~. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final ~~completion, and the Architect so confirms,~~ completion the Owner shall, upon application by the Contractor and ~~certification by the Architect, and without~~ terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect-Owner~~ prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or ~~Architect or anyone~~ directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the ~~Owner and Architect-Owner~~.

...

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl

(PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and ~~Architect~~ Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the ~~Architect~~ Engineer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or ~~Architect~~ Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the ~~Architect~~ Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, ~~Architect~~, ~~Architect's Engineer~~, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) ~~the Owner, the Architect and the Architect's consultants~~ the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.3.1 Unless otherwise provided, the ~~Owner-Contractor~~ shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional ~~deductibles~~. deductibles Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, ~~until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later.~~ until the owner puts the property to its intended use. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ~~Architect's Engineer's~~ and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described~~

above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

...

~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

...

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner-Contractor shall file with the Contractor-Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

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~~The To the extent permitted by Kansas Law, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary- insurance. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's-Contractor's property insurance shall be adjusted by the Owner-Contractor as fiduciary and made payable to the Owner-Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall~~

distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 ~~The Owner-Contractor~~ as fiduciary shall have power to adjust and settle a loss with ~~insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~ insurers.

...

§ 11.4.1 ~~The Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

...

§ 12.1.1 If a portion of the Work is covered contrary to the ~~Architect's~~ Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect,~~ Owner be uncovered for ~~the Architect's~~ examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the ~~Architect-Owner~~ has not specifically requested to examine prior to its being covered, the ~~Architect-Owner~~ may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

...

The Contractor shall promptly correct Work rejected by the ~~Architect-Owner~~ or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ~~Architect's~~ Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the ~~Owner or Architect,~~ Owner, the Owner may correct it in accordance with Section 2.4.

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The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

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§ 13.4.2 No action or failure to act by the Owner, ~~Architect-Engineer~~ or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

...

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the ~~Architect~~ Owner timely notice of when and where tests and inspections are to be made so that the ~~Architect-Owner and/or Engineer~~ may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the ~~Architect~~, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the ~~Architect will, upon written authorization from the Owner.~~ Owner will, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Architect-Owner and/or Engineer~~ of when and where tests and inspections are to be made so that the ~~Architect-Owner~~ may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the ~~Architect's-Engineer's~~ services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect-Owner~~.

§ 13.5.5 If the ~~Architect-Owner~~ is to observe tests, inspections or approvals required by the Contract Documents, the ~~Architect-Owner~~ will do so promptly and, where practicable, at the normal place of testing.

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- 3 Because the ~~Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the ~~Owner and Architect,~~ Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the ~~Owner and the Architect,~~ Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the ~~Subcontractors~~; Subcontractors provided the Owner is in compliance with its payment obligations to the Contractor

...

§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all ~~materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~ materials and equipment which has been or is to be used on the Project.

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Architect's Engineer's~~ services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, ~~shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

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A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. Contractor shall be entitled to claim for and recover cost and time impacts to the extent it is not responsible for and did not cause such impacts The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

...

Claims by either the Owner or Contractor must be initiated by written notice to the other ~~party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. ~~The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.~~

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§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

...

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

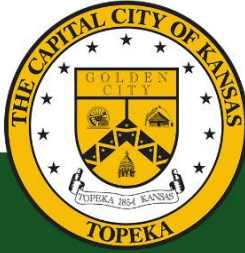
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:44:05 ET on 09/02/2022 under Order No. 2114322640 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY OF TOPEKA

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REQUEST FOR PROPOSALS CONSTRUCTION MANAGER AT RISK

NORTH TOPEKA WASTEWATER TREATMENT PLANT NUTRIENT REDUCTION IMPROVEMENTS

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1. Introduction

1.1 Purpose

The purpose of this RFP is to source a qualified supplier to provide Construction Management Services for North Topeka Wastewater Treatment Plant Nutrient Reduction Improvements (the project). The selected Construction Manager (CM) is expected to support design with preconstruction services and GMP development as an initial service and, if authorized, provide all site and building services required to construct a turnkey project during construction.

1.2 General Information

The Water Pollution Control division provides various services to the City of Topeka. The North Topeka Wastewater Treatment Plant provides wastewater treatment to an average of 12 MGD per day with a peak capacity of 24 MGD.

The delivery method for this project is Construction Manager at Risk (CMAR), which consists of a Preconstruction Phase and a Construction Phase. During the Preconstruction Phase, the CM will collaborate with the engineering team on the design, constructability, cost, and schedule of the project and develop a Guaranteed Maximum Price (GMP) proposal to construct the project. The Construction Phase shall commence upon the City's written acceptance of the CM's GMP proposal, and the City's issuance of a Notice to Proceed on the Construction Phase of the project. If the City and the CM do not agree upon a GMP, the City will not award the Construction Phase of the project to the CM. The City is open to considering proposed schedules that include a multiple-GMP process if it is deemed beneficial to the project cost and or schedule, which may include early equipment purchasing and/or early work packages.

1.3 Related Documents

The following associated documents are available:

- A. NT WWTP Record Drawings
- B. 30% Drawings
- C. 30% Specification List
- D. 30% Equipment List
- E. Basis of Design Report (BODR) Including Current NPDES Permit

1.4 Proposed Project Schedule

Advertise RFQ with 30% Design Documents	5/9/2022
Pre-proposal Meeting, Q&A Conference and Site Visits	5/18/2022
Deadline to Submit Questions	5/30/2022
Deadline to Submit Proposals	6/8/2022
Shortlist Construction Managers	6/10/2022
Interviews	6/17/2022
Notification to Selected CMAR	6/24/2022
Pre-Award clarification Kick-Off Meeting (Up to 4 hours)	6/30/2022
Pre-Award clarification summary meeting (Regular Progress Meetings)	7/7/2022
Anticipated City Council Meeting	7/19/2022
Contract Award	8/2/2022
60% Design Submittal & GMP to City	10/1/2022
95% Design Submittal & GMP to City	1/1/2023
Begin Construction	2/1/2023
100% Design Submittal to City	4/1/2023
BNR Startup/Operations Optimization	4/1/2024
Substantial Completion	6/30/2024

Final Completion	4/1/2025
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*Proposed Project Schedule is subject to change by discretion of the City of Topeka.

1.5 Terms, Definitions & Abbreviations

AADF	Annual Average Daily Flow
Bidder	Any person, CM, or corporation submitting a proposal
City	City of Topeka, Kansas - Water Pollution Control Division, also referred to as “Owner”
CM	Construction manager
CMAR	Construction manager at risk
GMP	Guaranteed maximum price
gpd	gallons per day
gpm	gallons per minute
MGD	Million gallons per day
MMADF	Monthly Mean Average Daily Flow
NTWWTP	North Topeka Wastewater Treatment Plant
PDF	Peak Daily Flow
RFP	Request for Proposal
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
TS	Total Solids
WWTP	Wastewater Treatment Plant

1.6 Project Background

The City currently operates two wastewater treatment facilities in Topeka. The current National Pollutant Discharge Elimination System (NPDES) Permit for the NT WWTP took effect on January 1st, 2020 and expires on December 31st, 2024. This permit includes the following nutrient removal limits:

- Total Nitrogen (as N) – $\text{mg/l} \leq 10$ as an annual average goal
- Total Phosphorus (as P) – $\text{mg/l} \leq 1$ as an annual average goal
- Total Phosphorus (as P) – $\text{lb/d} \leq 100.26$ as an annual average limit

In general, the project includes heavy structural work to reconfigure the existing biological nutrient removal (BNR) basins, replacement of existing aeration blowers, replacement of existing return activated sludge (RAS) pumps, and other improvements as indicated on the 30% design submittal.

The City has retained the design engineering team of Bartlett & West with Black & Veatch to complete 100% design phase documents and to assist the City in executing and managing the project.

Work sequencing will be required to allow for operation of the plant throughout construction. Blower replacements, RAS pump replacements, and BNR Basin and any other applicable work will need to be sequenced to always allow for the operation of one BNR basin and one Secondary Clarifier. The CM shall work with the City and engineering team to establish work sequencing.

2. Scope of Work

The CM shall assist the City with pre-construction phase services and coordinate freely and openly with the City and engineering team on ways to improve upon the design. Additionally, the CM shall provide all Construction Phase services to provide for a turn-key project for the City (upon Notice to Proceed for the Construction Phase).

2.1 Preconstruction Phase Services

The CM must have knowledge and experience in the Northeast Kansas construction and subcontractor market.

The CM will consult with the City and the engineering team throughout the development of the design and the GMP submittals. The CM shall collaborate with the engineering team throughout the design process to facilitate a construction solution that balances constructability, construction sequence, operability, quality, budget, and schedule. The CM shall provide such services as design review, scheduling, cost control, value engineering, constructability evaluation, and the preparation and coordination of bid packages. The general scope of services anticipated for the Pre-Construction Phase includes:

- A. Develop a Construction Management Plan including a schedule.
 - i. The CM shall consider the Owner's schedule, budget, and design requirements for the project. The CM shall then develop various alternatives for the sequencing and management of the project and shall make recommendations to the City. This should include consideration on the need to pre-procure long lead items, among all other considerations as well.
 - ii. The schedule shall specify the proposed start and finish dates for each project activity and the dates by which certain construction activities must be complete. The schedule shall also be used in connection with soliciting bids from subcontractors and suppliers.
 - iii. Schedule shall be resource loaded with detailed time estimates to back-up each work package.
 - iv. The schedule shall identify the critical path for the project.
- B. Perform a Bidder's Interest Campaign, Construction Market Survey, value engineering, and constructability reviews.
 - i. The bidder's interest campaign will be conducted via telephone, email, and other appropriate correspondence to attempt to create interest among qualified bidders. Following the campaign and during bid package development, the CM will be encouraged to identify and engage any potential MBE/WBE participants for specific bid packages.
 - ii. The market survey shall provide current information regarding the general availability of local construction services, labor, materials, and equipment cost and other economic factors related to the project.
 - iii. Value engineering and constructability reviews shall be performed on design development submittals in conjunction with the City and engineering team.
- C. Support investigation to determine potential benefits of pre-selection or pre-procurement of equipment and materials.
- D. Develop a Project Cost Model
 - i. Prepare and maintain a Cost Model and submit detailed cost estimates as the design is advanced.
- E. CMAR shall develop and execute bidding packages with general validation from owner and engineer to solicit bids for specific scopes of work.
- F. Develop a Guaranteed Maximum Price (GMP) or multiple GMP packages.
 - i. Submit and negotiate GMP proposals for performance of Construction Phase services (include possible early-out equipment and/or construction packages).
- G. Review plans and specifications and advise on any value engineering ideas
- H. Provide/Update GMP cost estimate
- I. Provide/Update Project schedule
- J. CM shall meet with the City and engineer team on a biweekly basis for general updates and coordination on the design.

2.2 Construction Phase Services

At the conclusion of the Pre-Construction Phase and completion of the 95% GMP, the Owner will evaluate the services provided to date to determine whether the CMAR contract will be extended into the Construction Phase. If the Owner and CM reach agreement on a GMP or multiple GMP packages and schedule for the Work, the GMP Proposal will be presented to the Owner for approval. Should the Owner choose not to continue with the CM providing the Pre-Construction Services, the Project will be finalized and advertised for bid using a traditional design-bid-build delivery method.

The general scope of services anticipated for the Construction Phase includes:

- A. Construction Management Plan Update including an updated schedule
- B. Conduct Progress Meetings and Project Site Meetings
- C. Submit Shop Drawings for review by City/Engineering team
- D. Securing necessary permits
- E. Procure equipment, materials, and subcontractors
- F. Construct the Project
- G. Provide quality assurance
- H. Mitigate Project risks
- I. Conduct startup, commissioning, and performance testing
- J. Provide warranty coverage
- K. Be compliant with all applicable State and local laws

All work completed by the CM shall be done to the satisfaction of the City. Work not meeting the requirements of the Contract documents shall be corrected at the CM's own time and expense. The engineering team will be in coordination with the City and shall in all cases determine the acceptability, and quality of the work.

2.3 Software

During the preconstruction phase period of the work, the City and engineering team will provide a Microsoft Share Point file for the purpose of sharing files.

For construction phase the CM shall provide and configure web-based construction management software for CM, Owner, and engineering team. All documents shall be managed in web-based construction management software beginning at Notice to Proceed on the Construction Phase.

3. Instructions for Responding to RFP

Technical Proposals and Fee Proposals shall be submitted separately online through the Topeka e-Pro system in response to this sealed event. The following table sets the specific items to be addressed in the RFP response. Proposals must be submitted using margins not smaller than 1.0” and font size not smaller than 12, on 8.5 x 11 size paper.

Proposal Item	Maximum Page Count
Cover Sheet	1
Transmittal Letter • Submit on firm’s letterhead; limit to two single-sided pages. • Include additional relevant information not requested elsewhere in the RFP • The signature of the letter shall be that of a person authorized to represent and bind the firm	2
Table of Contents	1
Firm Profile	2
Project team	5
Project Management Approach	2
Project Approach	4
Relevant Project Experience • Similar project experience • Experience in this type of project delivery system	4
Safety Plan	2
Previous Project References	5
Appendix A – Financial Statements	Not included in page count.
Appendix B – Bonding Capacity	Not included in page count.

3.1 Technical Proposal Item Requirements

Details below must be addressed and included for relevancy to the items listed above.

- A. The section on project team shall at a minimum identify project manager, superintendent, site safety manager, and lead cost estimator. Resumes within this section shall be limited to one page each.
- B. The section on previous project references shall include contact information for the owner of each project.
- C. Firms submitting a proposal shall be capable of providing a performance and payment bond in accordance with Kansas Law for public infrastructure projects and the associated AIA contract A133-2009.

3.2 Fee Proposal Item Requirements

Fee Proposal	Maximum Page Count
Pre-Construction Services Only Fee Proposal	1

3.3 Bid Withdrawal

Any bid may be withdrawn prior to the scheduled time for opening of the bids. No bidder may withdraw a bid for a period of one hundred twenty (120) days after the date set for the opening of the bids.

4. Evaluation and Selection Process

The City shall evaluate the qualifications and proposals of all CMs in accordance with the guidelines contained herein. The City shall prepare a shortlist of qualified CMs that are judged to be best suited to complete the project. The City will conduct interviews with the Project Team listed in the RFP response.

4.1 Evaluation Procedures

This subsection provides a description of the evaluation procedures that will be used. The City will select the CM that, in the sole judgment of the City, best meets the RFP requirements. The City reserves the right to clarify, negotiate, or seek additional information, on any proposal.

4.1.1 Evaluation Weights

Proposals will be evaluated based on the weights described below.

Evaluation Criteria	Maximum Points
Transmittal Letter	5
Firm Profile	5
Project Team	10
Project Approach and Schedule	15
Relevant Project Experience	10
Safety Plan	10
Previous Project References	5
Project Management Approach	5
Interviews	30
Pre-Construction Services Only Fee Proposal	5
TOTAL	100

4.1.2 Responsive and Responsible

The City shall only consider and evaluate proposals from responsive and responsible CMs. To be considered responsive, at a minimum, CMs must complete and submit all the required information that is requested in this RFP, and the Proposal must also be delivered on time. Any proposal that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be marked as non-responsive. Proposers will be responsible for making sure all addenda are acknowledged and included with their RFP response package.

To be considered responsible, at a minimum, CMs must be presently engaged in providing the services like those required in this RFP, must have appropriate licenses, equipment and must be capable of performing the services required in the Scope of Work. The City, in its sole discretion, may reject any proposal in which the CM:

1. Has unsatisfactorily performed work for the City in past projects.
2. Has a current contract with the City which is not in good standing.
3. Has had a contract terminated by the City for non-performance.
4. Is engaged in unresolved disputes or is in litigation with the City.
5. Has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
6. Had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion.

The City reserves the right to contact any CM to clarify information in its proposal, to request additional information from the CM, or to conduct additional investigation about the CM not outlined in this RFP. CMs that do not or cannot provide the requested information may be considered non-responsive.

5. Pre-Award Clarification

Once a CM is selected the City will notify the CM and schedule several meetings for the purpose of clarifying all design and construction phase tasks and for clarifying and/or negotiating all terms and conditions prior to executing the agreement.

5.1 Duration of Pre-Award Clarification

Refer to schedule in section 1.3 for the anticipated duration of the pre-award phase. The City is prepared to take longer if the project team determines it is in the best interest of the project. The City and engineering team will be available to coordinate with the selected CM during Pre-Award Clarification. This process runs concurrently with typical contract review and negotiation activities. Pre-Award Clarification is expected to be structured according to the following meeting format:

5.1.1 Pre-Award Kick-off Meeting

The engineering team will assist the CM in preparing for the Kick-off Meeting, which is typically 2-3 hours long and consists of the following meeting agenda:

- A. Description of CM's project approach
- B. High-level project schedule
- C. Preconstruction activities, approach to GMP development, etc.
- D. Address any major concerns provided by the City
- E. Identify and address any major obstacles that would create impasse
- F. Identify major assumptions, unknowns, and clarifications
- G. Propose the most pertinent topics for subsequent Independent Meetings
- H. Propose a schedule for subsequent Independent Meetings
- I. Generate list of action items to be completed prior to the pre-award clarification summary meeting

5.1.2 Independent Meetings

Meetings will be scheduled as needed with various project team members for the CM to gather additional information and have discussions regarding project details and delivery. Numerous emails and phone calls are expected to occur as needed.

5.1.3 Summary Meeting

The engineering team will assist the CM in preparing for the Summary Meeting, which is typically 2-3 hours long. The purpose is to review the Clarification Document (described below) and ensure project team stakeholders are in agreement.

5.2 Clarification Document

The selected CM will be required to use Pre-Award Clarification to prepare a Clarification Document. The format of the Clarification Document is typically an MS Word file with the following sections, made up of short paragraphs and bullet points. The Clarification Document will contain (at a minimum) the following deliverables:

5.2.1 Clarify the Fee Proposal

- A. Clarify CMAR fee and General Conditions
- B. Provide a detailed cost breakdown (major areas, phases, components, etc.)
- C. Clarify any big-ticket items
- D. Ensure the cost is inclusive of all scope requirements
- E. Clarify any scope alternative options

5.2.2 Create a Schedule of Requested Owner Activities and Resources

- A. Through the process of meeting with the City and engineering team during Clarification, the CM will prepare a list of the major activities, decisions, and/or resources from the City, engineering team, and other project stakeholders.
- B. Include due dates by which the City-provided and engineering team-provided items are needed.

5.2.3 Create a Project Milestone Schedule

Through the process of meeting with the City and engineering team during Clarification, the CM will prepare a construction schedule that lists the major activities, phases, key milestones and resources needed from the City.

5.2.4 Align Expectations

- A. Provide a list of proposal assumptions
- B. Identify any potential obstacles that would create impasse
- C. Identify what is included and excluded in the proposal scope
- D. Review any unique technical requirements with the City
- E. Revisit the site for any additional investigation

5.2.5 Provide Supporting Documentation

- A. Acceptance of contract terms and conditions
- B. Provide a detailed execution methodology, including the specific means and methods that will be utilized to deliver critical aspects of the Pre-Construction Scope to GMP
- C. Provide a staffing/resource plan

5.3 Negotiation and Contract Alignment

The City reserves the right to negotiate with the selected CM during the Clarification Period. This may include, but is not limited to, modifying the scope of the service (time, cost, quality, expectations, etc.). Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the CM.

In parallel with Pre-Award Clarification, the CM and the City (along with their respective legal teams) will concurrently advance the traditional contracting efforts. This includes reviews of the contract, insurance, bonding, and other financial documentation necessary to achieve the Notice of Intent to Award in Section 5.4.

5.4 Failure to Enter into Agreement

At any time during the Clarification Period, if the City is not satisfied with the progress being made by the invited CM, the City may terminate the Pre-Award Clarification Period activities and then commence or resume a new Clarification Period with the next highest-rated CM. There will be no legally binding relationship created with any CM prior to the execution of a written agreement. Any CM's proposal, terminated in accordance with this article, will be removed from further participation in the Request for Proposal process, and any other alternate deliverable method used such as design-bid-build, in whole or in part, for this project. New Clarification Periods with next highest-rated CMs thereafter are also extended this right.

The Topeka Metro News

800 SW Jackson St., Ste. 1118
Topeka, KS 66612-1244
(785) 232-8600

CITY OF TOPEKA - CONTRACTS AND PROCUREMENT
215 SE 7TH ST RM 60
TOPEKA KS 66603-3973

Proof of Publication

STATE OF KANSAS, SHAWNEE COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Topeka Metro News which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Shawnee County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

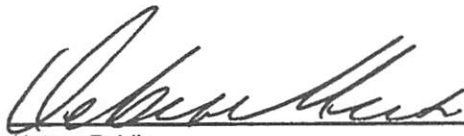
PROPOSALS - T-291106.00 NORTH TOPEKA
WASTEWATER NUTRIENT REMOVAL PROJECT,
EVENT 2577
5/9/22



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

May 9, 2022



Notary Public

DEBRA VALENTI
Notary Public-State of Kansas
My Appt. Expires Aug. 21, 2023

First published in The Topeka Metro News, Monday, May 9, 2022.
REQUEST FOR PROPOSAL (RFP)
City of Topeka, Kansas
T-291106.00 North Topeka Wastewater Nutrient Removal Project
(NTWWTP)
RFP Event #2577

The City of Topeka is seeking a qualified Consultant to provide Construction Manager At Risk (CMAR) Project Approach services. This service will provide improvements for the Utilities Department. For specifications, please go to www.topeka.org, Doing Business, Bid Opportunities, and click on the Blue Button to browse Open Events.

Those wishing to submit proposals may do so online at www.topeka.org, Doing Business, Bid Opportunities—Click on Bidding Opportunities & Supplier Registration TOPEKA ePro button, and Login if you are already registered, or complete the registration process as a new user.

There will be a Pre-Proposal Meeting on May 18, 2022, held at the Tuttle Creek Conference room located at the Water Treatment Plant, 3245 NW Water Works Drive, followed by a project site visit at 1600 NW Button Road. Participants will use the gate intercom to request access into the parking area for the meeting. Attendance is optional.

Proposals will be received by the Contracts and Procurement Office until 2:00 PM CST, or local time, on June 8, 2022. Proposals received after the specified time and date will not be considered.

The City reserves the right to accept or reject any or all proposals, waive any technicalities or informalities, and to determine which proposal is best.

Leigha Boling, Director
Contracts and Procurement Division

5/9

L96718
Publication Fees: \$17.50



THE CITY OF

TOPEKA

A CAPITAL CITY GOVERNMENT. WORKING FOR YOU

Event # 2577-0

Name: Construction Manager At Risk Project Approach

Reference: NTWWTP Nutrient Removal T-291106.00

Description: The purpose of this RFP is to source a qualified supplier to provide Construction Management Services for North Topeka Wastewater Treatment Plant Nutrient Reduction Improvements (the project). The selected Construction Manager (CM) is expected to support design with preconstruction services and GMP development as an initial service and, if authorized, provide all site and building services required to construct a turnkey project during construction.

Buyer: Leigha Boling

Status: Open

Event Type: RFP

Currency: USD

Category: CONSTRUCTION

Sub Category: NEW

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 05/09/2022 07:31:00 AM

Open: 05/09/2022 07:30:00 AM

Q & A Close: 05/30/2022 05:00:00 PM

Close: 06/08/2022 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitations or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers to enhance the competitive sealed bidding process. The City is unable to include every supplier in all events that they may be able to quote on. Registration on this site does not guarantee your organization notification of every bidding opportunity.

Event # 2577-0: Construction Manager At Risk Project Approach

Disclaimer

Disclaimer. The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

Standard Terms and Conditions

Contractor's Statement of Agreement

Contractor's Statement of Agreement

The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:

(A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;

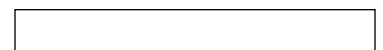
(B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;

(C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

(D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

(E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

2. Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal



Event # 2577-0: Construction Manager At Risk Project Approach

Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.

3. Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

Company Name Company Address

Signature and Title Date

Revised 01-10-01

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5. DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and

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Event # 2577-0: Construction Manager At Risk Project Approach

to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9.REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10.RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11.INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

Formal Bid General Terms and Conditions

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS CITY OF TOPEKA, KANSAS

General Conditions

1.Purpose of Specifications: The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and workmanship in accordance with the specifications. Unless otherwise specified, all materials and equipment offered by a bidder shall be new, unused, and of recent manufacture and suitable for their intended purpose. This invitation to bid consists of the following documents:

A.Notice of Invitation for Bids

B.General Conditions and instructions to Bidders

2.FOB Destination: Unless otherwise specified, all bids will be FOB Destination and all freight or transportation charges shall be included in the total price.

3.Tax: Unless otherwise specified, the City of Topeka is exempt from Federal Excise Tax, State Sales Tax or Transportation Tax.

4.Performance Bond: The bidder shall provide a performance bond when specified by the terms of the Detailed Specifications.

5.Insurance: The Contractor shall purchase and maintain such insurance as will protect the Contractor and the City of Topeka against any and all claims and demands arising from the execution of this contract. When stated in the Detailed Specifications, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

6.Inspection and Acceptance: Inspection and acceptance will be at destination unless otherwise specified, and will be made by a duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the city.

7.Discounts: Prompt payment discounts offered for early payment will not be considered in evaluating bids for awards unless

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Event # 2577-0: Construction Manager At Risk Project Approach

otherwise specified in the Detailed Specifications. However, offered discounts will be taken if payment is made within the prescribed period.

8.Cash Basis and Budget Laws: All contracts entered into by the City of Topeka are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the specifications binds the City only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the City's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and the City reserves the right to cancel any contract until the first date of the subsequent fiscal year.

9.Hazardous Communication Act: Vendors are advised that the City of Topeka requires proper labeling and Material Safety Data Sheets (MSDS) on all products covered by the Hazard Communication Act 29CFR 1910.1200. It is the vendor's responsibility to determine which products are covered by the act and to provide MSDS with the initial shipment. It is also the vendor's responsibility to provide any updates or revisions of MSDS, as they may become available for any products sold and delivered to the City of Topeka.

Instructions to Bidders

1.Preparation of Bids:

A.Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions.

Failure to do so is at bidder's risk.

B.Bidders shall furnish information required by the solicitation in the form requested. The City reserves the right to reject bids with incomplete information or which are presented on a different form.

C.Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.

2.Submission of Bids:

A.Bids, and modifications thereof, shall be on the electronic bidding form through the City's online bidding portal.

B.Bids may be modified or withdrawn through the City's online bidding portal at any time prior to the stated date and closing time.

3.Alternate Bids: Alternate bids may be submitted, if deemed advantageous to the City, evaluated, and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids. Alternate bids may be made in addition to responding to the terms and conditions of the solicitation or as the only response to the solicitation, if provided for through the City's online bidding portal.

4.Equivalent Bids: Whenever a trade name, brand name, or model and catalog numbers followed by the words "or equivalent" or "approved equal" are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style and features. Bids on equivalent item of substantially the same quality, style and features are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany such equivalent bids. The City will be the sole judge of equality and suitability. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state "or equal."

5.Award: The City reserves the right to accept or reject any and all bids and all or part of a bid and to waive informalities, technical defects and minor irregularities in the bids received.

6.Precedence: In the event the General Conditions contradict the Detailed Specifications, the Detailed Specifications shall take precedence.

These specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications which inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter nor deter the City from accomplishing the intended use or function.

However, it shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements or any combinations thereof, which restricts or limits bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than five (5) days prior to the bid closing.

Insurance Requirements Page

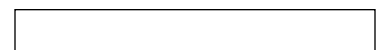
INSURANCE REQUIREMENTS

WORKERS COMPENSATION:Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY:Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:



Event # 2577-0: Construction Manager At Risk Project Approach

Per Occurrence\$1,000,000
General Aggregate\$2,000,000
Products & Completed Operations Coverage Aggregate\$2,000,000
Property Damage per occurrence\$100,000

Automobile Liability
Combined Single Limit for Bodily Injury and Property Damage Aggregate\$500,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka
Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, KS 66603

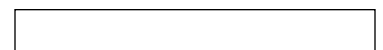
Terms and Conditions

STANDARD TERMS AND CONDITIONS

Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

1. **READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY.** Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. **SINGLE POINT OF CONTACT:** The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. **NEGOTIATED PROCUREMENT:** The City reserves the right to negotiate with the selected bidder of this solicitation. The final evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)
4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. **QUESTIONS & ADDENDA:** All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.
6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.
7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.
8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:



Event # 2577-0: Construction Manager At Risk Project Approach

- Adequacy and completeness of proposal;
- Compliance with the terms and conditions of the request;
- Experience in providing like services or products;
- Qualified staff;
- Methodology in accomplishing objectives;
- Response format as required by this request;
- Price; and
- Any other requirements specific to the service or product as outlined by the City of Topeka.

9. **ACCEPTANCE OR REJECTION:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.

10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.

11. **CONTRACT DOCUMENTS:** In the event of a conflict in terms of language among the documents, the following order shall govern:

- Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
- Written modifications to the executed contract;
- Written contract signed by the parties;

12. **OPEN RECORDS ACT:** All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.

13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

14. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of time to be determined by the City.

15. **INSURANCE:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

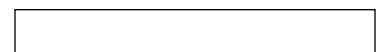
(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which



Event # 2577-0: Construction Manager At Risk Project Approach

would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i)Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j)That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a)Date established

(b)Ownership (public, partnership, subsidiary, etc.)

(c)Number of personnel, full and part time, assigned to this project by function and job title

(d)Data processing resources and the extent they are dedicated to other matters

(e)Location of the project within the vendor's organization

(f)Relationship of the project and other lines of business and

(g)Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Meetings

Meeting	Description	Location	Date	Required
Pre-Proposal Meeting	Meeting will begin at the Tuttle Creek Conference room located at the Water Treatment Plant followed by a project site visit at 1600 NW Button Road. Participants will use the gate intercom to request access into the parking area for the meeting.	Water Treatment Plant Tuttle Creek Conference Rm	05/18/2022 10:00:00 AM	No

Event # 2577-0: Construction Manager At Risk Project Approach

Attachments

Attachment

Event 2577 Construction Manager At Risk Project Approach for NTWWTP Nutrient Removal.pdf

Event 2577 NT WWTP Record Drawings.pdf

Event 2577 NT WWTP 30% Drawings.pdf

Event 2577 NT WWTP 30% Specification List.pdf

Event 2577 NT WWTP 30% Equipment List.pdf

Event 2577 Basis of Design Report Including Current NPDES Permit.pdf

Commodity Codes

Commodity Code	Description
912	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR
913	CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR

Line Details

Line 1: RFP NTWWTP Nutrient Removal

Description: Enter 1.00 in both the quantity and unit price fields on the line response. Upload your Technical Proposal and separate Pre-Construction Services Fee Proposal along with any signed addenda issued as part of this event. Bidders must comply with all terms and conditions as outlined.

Item: CONSTRUCTION MGR AT RISK PROJECT RFP NTWWTP Nutrient Removal

Commodity Code: 912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2024

Require Response: Yes

Price Breaks Allowed: No

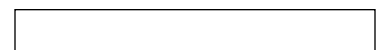
Alternate Items Allowed: No

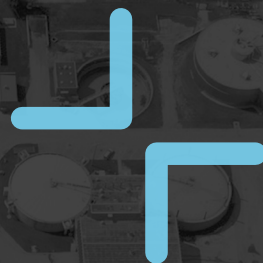
Add On Charges Allowed: No

Line 1 Distributions

Event # 2577-0: Construction Manager At Risk Project Approach

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	8253063800	52203	100.000%





NORTH TOPEKA WASTEWATER TREATMENT PLANT NUTRIENT REDUCTION IMPROVEMENTS

**PROPOSAL FOR:
CITY OF TOPEKA, KS**

**SUBMITTED BY:
Garney Companies, Inc.**

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116



CITY OF TOPEKA, KS

NORTH TOPEKA WWTP NUTRIENT REDUCTION IMPROVEMENTS

June 8, 2022

ATTN: Michelle Nieswender
Utilities Engineer



Dear Ms. Nieswender and Selection Committee Members,

Garney Companies, Inc. (Garney) is looking forward to continuing our relationship with the City of Topeka (the City) on this critical wastewater improvement project to meet the City's nutrient removal limits for the National Pollutant Discharge Elimination System permit by December 2024. We understand the importance of completing this project on schedule and on budget—and our team of wastewater experts bring the necessary tools and experience to provide the highest quality improvements.

Garney will provide the City with the following benefits:

WWTP CMAR Experts

Electing to use the collaborative delivery process shows your commitment to the design, constructability, cost, and meeting the schedule. We understand the challenges that come with WWTP improvements of this nature and will provide innovative ideas to provide cost savings and improve the schedule. Our team is well-versed in the CMAR process and we're committed to making your first CMAR experience go as smoothly as possible. Our processes have been refined over the 232 water and wastewater CMAR projects we've completed spanning over the last two decades. Of those, 26 have been with first-time CMAR owners.

Experience in Today's Volatile Market

Volatile market conditions have become the norm over the last two years. Our team has experience helping our clients navigate these challenging times through a number of different approaches. The CMAR process allows for a head start on procurement of necessary, long lead materials such as electrical equipment, mixers, and blowers. Our team of experts will continuously review market conditions and determine the best available and most cost effective materials. **Since March of 2020, Garney has worked on 44 CMAR projects and has not exceeded budget, used contingencies, or extended schedules due to these current market conditions. The North Topeka Wastewater Nutrient Reduction Improvements project will be no exception.**

Local and National Relationships

As the largest self-performing contractor solely dedicated to water and wastewater in the country, our subcontractor and vendor relationships on a local and national scale are unmatched. These relationships allow us to provide accurate, timely, and competitive estimates. Additionally, having completed nine previous projects with the City, we understand your preferences, staff, and processes. This established relationship will allow us to hit the ground running, with excellent collaboration between Garney, Bartlett & West, Black & Veatch, and the City personnel.





Proven Ability to Maintain Your Plant Operations

Our team has a proven history of working on existing facilities while maintaining operations of the plant. During preconstruction, we will conduct work planning sessions and meetings with operations staff to make sure we have a thorough understanding of the plant operations and any limitation that may arise out of construction. The Garney team will work closely with the O&M staff to develop a detailed MOPO plan that will be executed throughout each construction activity. Through our trust, collaboration, and detailed planning, maintaining your plant operations will be our top priority.

All of these benefits we provide to the City are part of the reason why we're your ideal CMAR partner. As leaders in the wastewater industry, we know how to successfully build this critical project for the City and we look forward to growing our relationship with all stakeholders.

We acknowledge Addendum 1, dated May 17, 2022.

Sincerely,
Garney Companies, Inc.

Scott J. Reuter
Director
(757) 218-1052

YOUR TRUSTED CMAR PARTNER

#5 in WWTP
ENR Top 400 Contractors
Sourcebook

20+
Years of Collaborative
Delivery Experience

115
Projects completed with Bartlett
& West and Black & Veatch

232
CMAR Projects
Nationwide



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Submitted Separately

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Submitted Separately

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P13

C

FEE PROPOSAL
Submitted Separately



With nearly six decades of experience in the water and wastewater industry, we know what it takes to get the job done. Projects aren't always straightforward, and you want a partner who can think creatively and work efficiently. You want Garney.



FIRM PROFILE

SECTION 1

FIRM PROFILE

COMPANY OVERVIEW

Garney has over 60 years of experience constructing water and wastewater infrastructure including treatment facilities, pipelines, pump stations, and storage tanks. **With more than 330 wastewater treatment plant projects completed across the country, Garney is the specialist you can turn to for your improvements project. Specifically, Garney has completed 15 wastewater plant projects in Kansas and Missouri over the last decade.** Our company, our leaders, and the CMAR team we are bringing to Topeka have an unwavering commitment to customer service and doing the right thing—building our projects safely, on schedule, on budget, and with the utmost of craftsmanship, innovation, and care.

EMPLOYEE-OWNERS

One of the biggest risks to the timely completion of projects in the Midwest is the scarcity of labor. That's why properly resource-loading a project of this size is critical. The Midwest is home to nearly 100 of our 1,700 employee-owners. We have the resources to dedicate to your project.

CMAR EXPERIENCE

Over 85% of Garney's business is completed through collaborative delivery methods, which allows us to use our experience to help innovate from the onset of the project. Together with Bartlett & West and Black & Veatch, we will focus on equipment and material procurement early on that will ultimately drive budget, schedule, and our approach to MOPO. **Garney has constructed 232 CMAR projects totaling more than \$1.8 billion.** We know how to enhance the design and execute preconstruction services seamlessly to get construction started on time.

PROVEN PARTNERSHIP WITH BARTLETT & WEST/BLACK & VEATCH

Garney has worked with Bartlett & West and Black & Veatch on 115 water/wastewater infrastructure projects, valued at \$1.4 billion, including 52 in Kansas and Missouri, and 15 delivered through collaborative delivery methods. Our team's experience working together on similar and local projects will promote a high degree of collaboration ensuring the knowledge of the design intent is carried through to construction. We know how to work with the two engineers through the preconstruction phase to deliver a high quality project that the City will be proud of for years to come.

GARNEY STATS

649

COLLABORATIVE
DELIVERY PROJECTS

\$1.1 BILLION
2021 REVENUE

1,700+
EMPLOYEE OWNERS

17
OFFICES ACROSS
THE U.S

61
YEARS IN BUSINESS



PROJECT TEAM

SECTION 2

PROJECT TEAM

YOUR CMAR EXPERTS

The organizational chart below shows the key personnel of our proposed CMAR team of local, wastewater construction experts during preconstruction and construction for your project. Their resumes can be found on the following pages.

ORGANIZATIONAL CHART



TopekaKansas



BLACK & VEATCH
Building a world of difference.



JOEY PERELL, DBIA
CMAR ADVISOR/VALUE
ENGINEERING



BILL MOREHEAD,
ASSOC. DBIA
PROJECT MANAGER

= KEY PERSONNEL



TIM DIAMOND
SENIOR
SUPERINTENDENT



DAVID FARKAS, DBIA
CHIEF ESTIMATOR



BRIAN SCHULTZ
CIVIL ESTIMATOR

PRECONSTRUCTION



DAROUS ALTON
SUPERINTENDENT



ERIC PETERSON
FIELD ENGINEER &
QA/QC



PAUL KERSTIENS
SAFETY MANAGER

CONSTRUCTION

Joey Perell, DBIA

CMAR Advisor / Value Engineering

Prior to joining Garney, Joey worked with two mechanical contractors and another wastewater contractor. He has experience in residential, commercial, and industrial construction. His work experience has included surveying, providing horizontal and vertical control, quality control, subcontractor supervision, safety, expediting delivery of materials, and contract administration. As CMAR Advisor, Joey will participate in design meetings with the project team, assist in creation of the master schedule, provide input on VE ideas, oversee market strategy, and coordinate Garney's other CMAR team members. During the procurement process, he will assist in defining bid packages and selecting contractors and suppliers. **Joey has experience leading CMAR projects similar in scope and with contracts over \$34 million.**



Garney Experience: 15 years
Industry Experience: 25 years

EDUCATION:

MINNESOTA STATE UNIVERSITY
MOORHEAD
BS CONSTRUCTION
MANAGEMENT

PROJECT EXPERIENCE:

+ AMMONIA REMOVAL IMPROVEMENTS AND BIOSOLIDS DRYER

CITY OF ST. JOSEPH, MO // \$51,229,170

SENIOR PROJECT MANAGER: Grit removal equipment and screening facility, flow meter vault, new dried biosolids conveyance and storage facility, biosolids dryer, DAF wet well, force main meter vault, roughing filters, intermediate pump station, primary effluent diversion splitter and meter box, two RAS pump stations, SSJISD meter vault, belt filter press building, utility pump station, aeration basins, industrial blowers, and transition of the sludge basin into a filtrate equalization basin.

+ WOLCOTT WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY // \$34,197,000

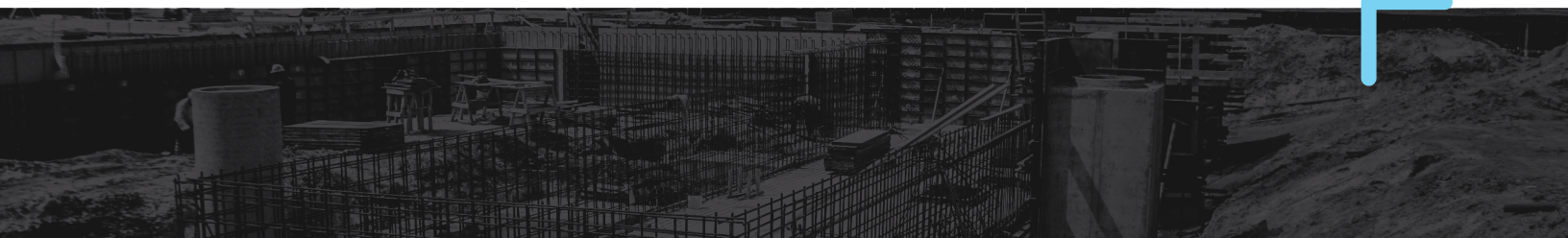
REGIONAL OPERATIONS MANAGER: Construction of a new 2 MGD WWTP that replaced an aging 0.3 MGD plant consisting of chemical feed facilities, aeration basins with diffusers, aeration blowers, submersible mixers, UV disinfection, headworks, influent pump station, odor control system, and concrete outlet structure. Additional work included the construction of a 5 MG earthen storage reservoir, electrical, manholes, paving, the installation of 2,517 LF of 2" to 30" process pipe, 360 LF of 18" and 30" DIP sanitary gravity and force main, and 800 LF of 2" HDPE gas pipe.

+ CEDAR CREEK WWTP

CITY OF OLATHE, KS // \$34,998,073

PROJECT MANAGER: Expansion of an existing wastewater treatment plant from 14.25 MGD to 30 MGD that included extending the earthen flood protection berm, installing an influent sewer and pumping station, a 6 MG extraneous flow basin, headworks building, chemical feed systems, two BNR basins, blower building, two clarifiers, RAS/WAS sludge pumping station, 1,900 LF of 60" and 72" Hobas gravity sewer pipeline, and other replacements and upgrades to the treatment plant.

+ Denotes Reference Project



Bill Morehead, Assoc. DBIA

Project Manager

Bill began working in the construction industry in 2008 after graduating from Pittsburg State with a degree in Construction Management. He started as a field engineer on a large water treatment plant and has stayed working on water and wastewater projects throughout his career. As a Project Manager, Bill's responsibilities include daily management of operations in the field, client engagement, material approval and procurement, submittal development and management, site preparation, subcontractor management and documentation, scheduling deliveries, and leading progress meetings.



Garney Experience: 1 year
Industry Experience: 14 years

EDUCATION:

PITTSBURG STATE UNIVERSITY,
BS IN CONSTRUCTION
MANAGEMENT

REGISTRATIONS/CERTS:

ASSOCIATE DESIGN-BUILD
PROFESSIONAL
FIRST AID & CPR
OSHA 30-HOUR
OSHA COMPETENT PERSON
- CONFINED SPACE, CRANE
SIGNAL, AND TRENCHING &
EXCAVATION

PROJECT EXPERIENCE:

KAW LAKE WATER SUPPLY PROGRAM (CMAR)

CITY OF ENID, OK // \$243,358,908

PROJECT MANAGER: The Kaw Lake Water Supply system will provide water to the City by connecting Kaw Lake to the City's distribution network. This CMAR project began with a preconstruction phase including an evaluation of the City's program, schedule and budget requirements, procurement of materials and equipment, subcontracting, permitting, risk management plans, and environmental and tribal considerations and is followed by the construction phase including bid package development, construction of the pump stations, pipeline, and treatment plant, followed by testing.

PREVIOUS EXPERIENCE:

OLATHE WTP #2 IMPROVEMENTS (CMAR)

CITY OF OLATHE, KS // \$17,300,000

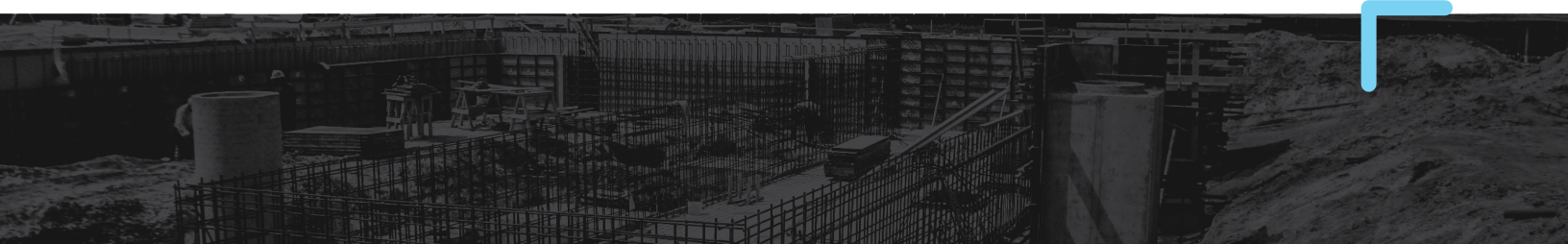
PROJECT MANAGER: This was a CMAR project with two engineering firms working on separate scopes of the project that we were able to collaborate with throughout the process. The work consisted of the construction of a new chlorine dioxide facility consisting of a chemical building and contact basin; construction of a new lime feed building with lime storage and lime feed equipment; basin improvements consisting of replacement of two solids contact units in Basin 2 & 4, structural improvements within Basin 2 and new coatings in Basin 3; removal of existing steel ground storage tank and replacement with a concrete prestressed storage tank.

OLATHE VERTICAL WELLS IMPROVEMENTS (CMAR)

CITY OF OLATHE, KS // \$5,000,000

PRECON MANAGER: The preconstruction for the Vertical Wells CMAR consisted of working with the owner to identify cost saving measure to be able to upgrade the well field electrical components and install as many wells as possible. The original expectation was that this project would consist mainly of electrical improvement and the drilling of as many as three new vertical wells. Through our VE measure the city was able to get the electrical improvements they needed and ended up drilling a total of five new vertical wells.

+ Denotes Reference Project



Tim Diamond

Senior Superintendent

Tim has moved through the ranks of field activities starting as a Laborer, and then as Carpenter, Foreman, Superintendent, and now Senior Superintendent. He has been in the field locally since 2006 managing large water and wastewater treatment facility projects that involve heavy concrete, major mechanical work, and numerous subcontractors. His responsibilities as Senior Superintendent include scheduling crew members and subcontractors for performance of work, monitoring budgetary requirements and projecting contract costs, and coordinating daily with engineers, owners, and field personnel. Leveraging Tim's vast experience will be critical for constructibility reviews and value engineering during the preconstruction phase.



Garney Experience: 13 years
Industry Experience: 41 years

EDUCATION:
N/A

REGISTRATIONS/CERTS:
ACI CONCRETE FIELD TESTING
TECHNICIAN - GRADE I
FIRST AID & CPR
OSHA 30-HOUR

PROJECT EXPERIENCE:

+ AMMONIA REMOVAL IMPROVEMENTS AND BIOSOLIDS DRYER

CITY OF ST. JOSEPH, MO // \$51,229,170

SUPERINTENDENT: Grit removal equipment and screening facility, flow meter vault, new dried biosolids conveyance and storage facility, biosolids dryer, DAF wet well, force main meter vault, roughing filters, intermediate pump station, primary effluent diversion splitter and meter box, two RAS pump stations, SSJISD meter vault, belt filter press building, utility pump station, aeration basins, industrial blowers, and transition of the sludge basin into a filtrate equalization basin.

+ WOLCOTT WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY // \$34,197,000

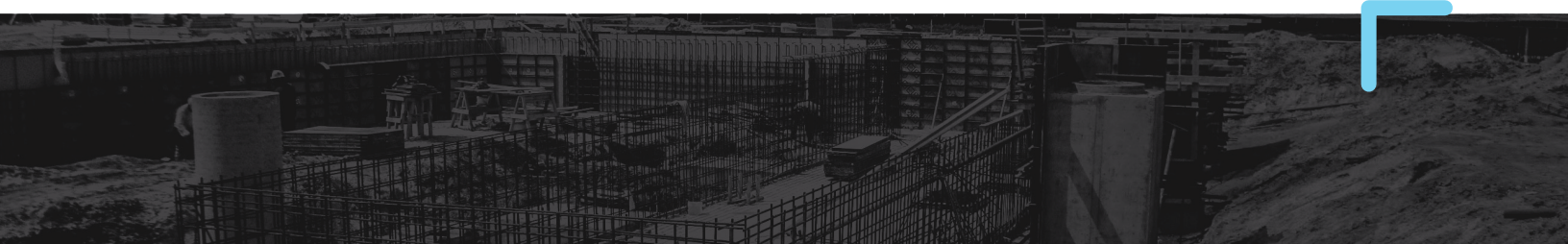
SUPERINTENDENT: Construction of a new 2 MGD WWTP that replaced an aging 0.3 MGD plant consisting of chemical feed facilities, aeration basins with diffusers, aeration blowers, submersible mixers, UV disinfection, headworks, influent pump station, odor control system, and concrete outlet structure. Additional work included the construction of a 5 MG earthen storage reservoir, electrical, manholes, paving, the installation of 2,517 LF of 2" to 30" process pipe, 360 LF of 18" and 30" DIP sanitary gravity and force main, and 800 LF of 2" HDPE gas pipe.

SECONDARY TREATMENT FACILITIES IMPROVEMENTS (PHASE 2)

CITY OF SIOUX CITY, IA // \$27,008,749

SUPERINTENDENT: Expansion and rehabilitation of Sioux City's wastewater treatment plant and included a 115' final clarifier, two 126' x 126' aeration basins, a lime system, two final clarifier splitter structures, and upgrades to the RAS/WAS system.

+ Denotes Reference Project



Paul Kerstiens

Safety Manager

Paul has been awarded several safety awards on both state and national levels including the RedVector Safety Champion for 2019 and the AGC National Construction Safety Excellence Award. As Safety Manager, Paul oversees daily safety on specific projects and is responsible for developing safety plans, preparing reports, scheduling, and record keeping. He also develops site-specific JSA's from his industry experience, leads weekly job site safety toolbox meetings, and ensures all subcontractors are compliant with the safety standards of Garney and the project client.

PROJECT EXPERIENCE:

+ WOLCOTT WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY // \$34,197,000

SUPERINTENDENT: Construction of a new 2 MGD WWTP that replaced an aging 0.3 MGD plant consisting of chemical feed facilities, aeration basins with diffusers, aeration blowers, submersible mixers, UV disinfection, headworks, influent pump station, odor control system, and concrete outlet structure. Additional work included the construction of a 5 MG earthen storage reservoir, electrical, manholes, paving, the installation of 2,517 LF of 2" to 30" process pipe, 360 LF of 18" and 30" DIP sanitary gravity and force main, and 800 LF of 2" HDPE gas pipe.

David Farkas, DBIA

Chief Estimator

David has worked on and estimated all sizes of water and wastewater treatment plants, pump stations and industrial projects throughout the Midwest. His responsibilities include managing the review and scoping of supplier/subcontractor bids, organizing value engineering and bid turnover meetings, maintaining solid relationships with subcontractors, engineers, and owners, and often preparing conceptual budgets for owners and engineers.

PROJECT EXPERIENCE:

+ AMMONIA REMOVAL IMPROVEMENTS AND BIOSOLIDS DRYER

CITY OF ST. JOSEPH, MO // \$51,229,170

ESTIMATOR: Grit removal equipment and screening facility, flow meter vault, new dried biosolids conveyance and storage facility, biosolids dryer, DAF wet well, force main meter vault, roughing filters, intermediate pump station, primary effluent diversion splitter and meter box, two RAS pump stations, SSJSD meter vault, belt filter press building, utility pump station, aeration basins, industrial blowers, and transition of the sludge basin into a filtrate equalization basin.

+ Denotes Reference Project



Garney Experience: 2 years

Industry Experience: 28 years

EDUCATION:

UNIVERSITY OF ALASKA - FAIRBANKS, BA IN ENGLISH & EDUCATION

REGISTRATIONS/CERTS:

EM 385-1-1 40-HOUR
FIRST AID, CPR, AED, & BBP
TRAINER
HAZARD COMMUNICATION/
MSDS
NCCER MASTER TRAINER
OSHA 40-HOUR HAZWOPER



Garney Experience: 17 years

Industry Experience: 25 years

EDUCATION:

PURDUE UNIVERSITY, BS IN
BUILDING CONSTRUCTION
MANAGEMENT

REGISTRATIONS/CERTS:

DESIGN-BUILD PROFESSIONAL
D-1918
FIRST AID & CPR TRAINED
HAZARD COMMUNICATION/MSDS
OSHA 30-HOUR



PROJECT MANAGEMENT APPROACH

SECTION 3

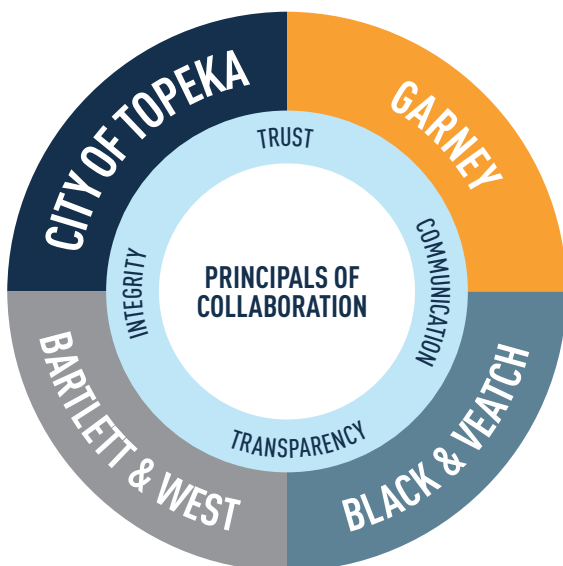
PROJECT MANAGEMENT APPROACH

COLLABORATION, COMMUNICATION, AND TRUST

We have successfully completed and are currently overseeing several CMAR projects, both large and small, for owners throughout the Midwest. Most recently, we successfully completed the Wolcott WWTP Expansion project valued at \$34.2 million for the Unified Government of Wyandotte County.

The CMAR model we have developed and executed for these projects, along with our strong relationship and experience working with Bartlett & West and Black & Veatch, gives us a baseline to quickly initiate the CMAR process with the City. As a CMAR who has served various market sizes, we coordinate bid packages to ensure robust competition from subcontractors seeking involvement on the project.

A key aspect to a successful CMAR project is a collaborative relationship between the project team members. Success is ultimately dependent upon the individuals involved and their ability to engage in open and honest communication. Garney employee owners are accustomed to being held accountable and responding to the concerns of all project team members.



Garney has assembled a team of professionals to successfully deliver your project. We have extensive knowledge of the wastewater industry as the single largest water and wastewater contractor in the country and have been working in the Kansas market for over 60 years.

Our team has taken the time to review and gain an understanding of the RFP, Basis of Design Report, and 30% design documents that were provided. Our team will start collaborating and providing valuable input from day one. We will establish open lines of communication as we build trust among the project team.

Our Project Manager, Bill Morehead, will establish the lines of communication immediately following award of the project. We will engage with the City and the design team to review the preconstruction schedule and discuss priority information necessary during preconstruction activities, including:

- ◆ Preconstruction Kickoff
- ◆ Current Design Stage Review
- ◆ Project Partnering
- ◆ Bid Package Establishment and Review
- ◆ 60% Deliverables
- ◆ 95% Deliverables

We understand the importance of keeping all stakeholders informed and the value that brings to the success of this project. This initial engagement will setup the project for open communication.

The preconstruction process will continue to build the trust and communication through the various meetings that will be a part of this project. Our team will hold the following meetings and reviews

- ◆ **Pre-Award Kick-off Meeting.** As outlined in the RFP, this will allow the team to review the project approach, discuss any challenges that have been identified, outline everyone's expectations, discuss the preconstruction schedule, outline the subsequent meeting dates, and generate any action items necessary for a successful start to preconstruction.

- Project Partnering Meetings and Events.** Our team will hold informal events that will allow the project team to have fun and continue to build upon their relationship, trust, and communication.
- Independent Meetings.** While communication will be flowing through phone conversations and emails, we will still meet in person on a regular basis to discuss the project's progress. During these meetings, we will discuss the schedule and provide updates on any action items that have been created along the way.
- Bid Package Reviews.** We will set a time to review our finalized bid packages that we propose for the project.
- 60% Design Deliverable Reviews and Budget.** From the project award through the 60% design deliverables, we will continuously provide design and constructability reviews and feedback for value engineering (VE) options. Budgets will be updated and reviewed and meetings will be scheduled at this design phase to review all deliverable items. To keep the City informed, we provide 100% cost transparency 24/7 throughout the project.
- 95% Design Deliverable Reviews and Budget.** While the design progresses to the 95% stage and beyond, our team will continuously provide design reviews and evaluations of VE options. Budgets will be updated and reviewed and meetings will be scheduled at this design phase to review all deliverables.
- Construction.** Collaboration and communication will continue to be a top priority during construction. Weekly and monthly progress meetings will be established at this time.

CONSTRUCTABILITY AND VE

Our team has the experience to review the design documents and provide value-based decisions on constructability, construction materials, and construction process improvements.

We have a track record of working with Bartlett & West and Black & Veatch on 115 previous projects to deliver similar results. Additionally, we have

resources at the national level that will allow us to complete a thorough review of the documents so that we know our team is providing the best recommendations possible.

Constructability and VE reviews will begin at 30% design and continue through the final design. Our team will maintain a log of VE ideas that we will share and review with the project team. These ideas will be graded on a feasibility scale. Following this review, we will determine what items we will incorporate into the project design and what ideas we may hold for future discussion.

Our team has identified the following VE and constructability opportunities for review:

Structural	Review proposed structural metals for walkways at the Aeration Basins to determine best value layout and material.
Structural	Review interior walls at the Aeration Basins to determine best value construction materials and evaluate potential alternatives.
Process	Evaluate blower building layout and manufacturers to reduce cost.
Process	Review the BNR treatment process to evaluate opportunities that will improve and eliminate some equipment. These process improvements will result in a reduced cost for structural and electrical improvements. Additionally, there would be capital and operating cost saving potential.
Process	Refurbish the RAS pumps in lieu of replacing.
Electrical	Evaluate electrical equipment for replacement items (RAS pumps, blowers, etc.) and determine if anything can be reused. This could result in cost and schedule savings.



PROJECT APPROACH

SECTION 4

PROJECT APPROACH

PHASE I PRECONSTRUCTION

Preconstruction will be critical for getting a jump start on procurement and setting the pace of the project. The CMAR process allows us to expedite the project schedule and allows the City to meet their discharge permit requirements ahead of their permit dates.

BUDGETING AND KNOWLEDGE OF LOCAL MARKET

For plant work of this nature, Garney has the ability to self-perform 75% of the construction. Additionally, we have in-house estimators that have experience pricing work similar to this project's scope of work. Having national resources for budgeting allows us to provide a detailed, open-book budget at all times.

Bill has been working exclusively on water/wastewater projects in the NE Kansas market for the last 12 years. Tim Diamond has been working in NE Kansas for the last 41 years. The relationships that come with this experience will significantly benefit the subcontractor and vendor procurement for this project.

MBE/WBE EFFORTS

The Wolcott WWTP for the Unified Government of Wyandotte County and Kansas City required a good faith effort for MBE/WBE participation. **Through the extensive Good Faith Effort program that Garney implemented, we were able to award 9% of the contract value to MBE/WBE certified companies.** We will take a similar good faith approach for this project and we expect to have another successful MBE/WBE campaign.

CONTINGENCY AND GMP

This project will be driven by the procurement process. That's why we're recommending a multiple step GMP process. This will allow for an early procurement of materials that have long lead times.

CONTINGENCY APPROACH

For this project, we have identified Design, CMAR, and Owner contingencies. Garney recommends the amount of contingency be kept inverse to the completion percentage of the project design (e.g., the less complete the project design, the higher the amount of contingency required). Contingency will be shown and shared with the City. We will discuss the various types and amounts of contingency during each budget review. The initial design development will have design contingency and as the design progresses, the Owner and CMAR contingency will be established.

Design contingency exists primarily for scope not completely designed or quantified at the time an estimate is provided. To improve transparency with the project team on the value of contingencies, Garney will break out and identify the design contingencies by division of work, as a separate line item on the summary sheet for each design progression estimate. As we move into the GMP portion of the project we recommend there be an Owner's contingency and CMAR contingency.

Owner's contingency is used to provide additional scope during construction for unforeseen conditions from 90% to 100% design and beyond. CMAR contingency will be used to cover drawing or specification changes. Both Owner and CMAR contingency will be submitted as a part of the GMP package for approval. Contingency will be tracked throughout the project and only used with the approval of the City.

With current market volatility, Garney is also recommending that a scope-specific cost escalation allowance be developed and submitted for approval with each phased GMP submission. The cost escalation allowance will be considered separate from both Owner and CMAR contingency and used to mitigate risk to the project caused by market fluctuations. If an unforeseen condition arises, we will quickly and clearly communicate the details of the unforeseen condition with the project team. The CMAR project delivery model allows for a team approach for resolving conflicts and mitigating risk caused by the current volatility of the market.

GMP PHASE 1

During the 60% design development, we will capture material cost for process equipment or materials with long lead times based on our market analysis. **During this phase, the instrumentation and controls contractor will be selected so they can provide the best value to the project with their design/constructability input and early procurement.**

GMP PHASE 2

The second GMP will be established when the project is nearing the 95% design phase. This will secure the contractors to perform the remaining work that will not be completed in early procurement packages.

BID PACKAGES

Phase 1 GMP Bid Packages—60%	
1.1	Process Equipment Procurement
1.2	Electrical Equipment
1.3	Instrumentation and Controls Contractor
1.4	Site Setup
Phase 2 GMP Bid Packages—95%	
2.1	Electrical Contractor
2.2	Process Installation
2.3	Structural Package
2.4	Project Completion

BID REVIEW AND OWNER INVOLVEMENT

During the development of bid packages and through the review of proposals, our team recommends the City, Bartlett & West, and Black & Veatch to remain involved. Our team will setup a meeting to review and develop a scoring matrix for the bid packages proposed. This will allow the project to receive the competitive bid pricing and be evaluated upon best value.

A competitively sealed proposal (CSP) requires

companies to submit a separate technical proposal and two copies of their cost proposal for each bid package. Garney will work with the City to verify that all contract and procurement laws are followed.

Garney's Project Manager, Bill Morehead, will compile all technical proposals and ensure all required information was submitted as instructed. Once the technical proposals are verified, they are distributed to the bid package review team for scoring.

The cost proposals will be separate from the technical review team to ensure the review process is not influenced by the proposer's cost. A Garney estimator that is not a part of the selection process will enter the weighted cost scores. Once the project team has completed their technical reviews, they will be sent to the Garney estimator for entry in the scoring matrix. The estimator will then enter the final technical scores into the scoring matrix. The project team will meet to discuss the scoring matrix and select and recommend the best value contractor for each bid package.

PHASE II CONSTRUCTION

SCHEDULE

Reference our project schedule provided through the following QR code.



**SCAN
CODE TO
VIEW OUR
PROJECT
SCHEDULE**

SEQUENCING PLAN

As we move into the construction phase, we will be well aware of the importance of MOPO and will ensure we have minimal impact on operations. For instance, the City's operations staff will be involved

in scheduling discussions and we will ensure they provide input and preferences during the planning sessions. Throughout the process, we will continue to adjust and modify as needed for any potential hurdles that we might face along the way.

Our team has provided the following sequencing plan for the project.

1. AERATION BASINS

When converting the existing Aeration Basins to Biological Nutrient Removal (BNR), we will take down one basin at a time. This will limit the capacity of the plant during construction. Our team will start with Aeration Basin 1 (AB1) and upon a successful completion and startup of that basin, will begin work on Aeration Basin 2 (AB2). This sequence will allow for AB2 to remain operational during construction. Additionally, any new piping and other modifications will be completed ahead of startup of AB1. When work in AB2 is being completed, the infrastructure will be there and ready for connections.

While work is being performed in AB1 or AB2, our staff will work with the City to help mitigate this reduced capacity. **Below are a few ways we plan to complete this work:**

- 💧 Meet with the City and discuss sending flow to the Oakland WWTP
- 💧 Use excessive flow holding basins at the WWTP
- 💧 Use excessive flow holding basins at South Kansas River Pump Station that feeds the plant
- 💧 Provide bid allowances to exit AB1 or AB2 during the construction to allow for additional storage if necessary (Plan B)
- 💧 Identify ways to expedite the work inside each basin to limit down time exposure

2. BLOWERS

The blowers can be replaced one at a time. Our team will make sure that we have work plans in place so that the removal and replacement of each blower takes place without any challenges. We plan to complete this work starting from the inside, moving out so we are completing less work around

the replaced blowers. Air flow will be controlled by valves and temporary caps as needed to complete this effort. Continuous communication will be key to keeping the City staff and project team informed of construction progress.

3. RAS PUMPS

This work will be similar to the blower work and will be completed one pump at a time. Communication will be key to ensuring everyone is kept up-to-date on the work progress. We will begin with RSP3 and work down to RSP1 to minimize the number of times we work near the newly installed pumps. The work will commence once all of the material is on site and work plans have been written to minimize the down time of equipment.

4. SOLIDS PROCESS

All work outside of the thickened waste activated sludge (TWAS) tank will be completed ahead of taking the tank off-line. We plan to have all material at the site before entering the tank. Detailed work plans will be written ahead of time in order to expedite the schedule and minimize the down time for this tank. Before the work begins, our team will sit down with the City's operations team to discuss the TWAS tank work. During this meeting we will discuss alternatives for the TWAS and outline the schedule based on operational restrictions.

During the initial design review and at 60% design meetings, we will discuss operational restrictions with the team. This will allow us to make plans for construction in various areas of the plant. We will ensure communication is clear and outline all restrictions that potential bidders will be up against. This constant communication will help develop accurate scopes and pricing as we work towards the GMP.

To view our proposed project sequencing, scan the QR code below.



**SCAN CODE
TO VIEW OUR
PROPOSED
PROJECT
SEQUENCING**

QA/QC

During the preconstruction phase, Garney's CMAR team is responsible for preparing a project-specific QA/QC plan for the North Topeka WWTP Nutrient Reduction Improvements project. **This WWTP is a critical component to the City's infrastructure, and as such, the project-specific QA/QC plan will focus heavily on the maintenance of plant operations.** Garney will ensure that the construction activities required to improve this facility will avoid impacts to its current operations during the construction phase.

Our QA/QC plan for this project is broken down into the following four components:

1. PROJECT REVIEW: This step starts at the beginning of preconstruction and will continue until construction begins. The project review process ensures all requirements are identified and understood by the project team. Detailed controls are established, and a project-specific QA/QC plan is developed.

2. WORK PLANNING: Every project requires work planning activities such as lockout/tagout (LOTO) procedures, demolition of existing infrastructure, installation of new infrastructure, and required inspection hold points identified during the project review phase.

3. FIELD EXECUTION: This step executes the work plan. Emphasis is placed on communication and self-inspection of the work product. Inspections and tests, such as pipe testing, are performed for acceptance when required by the contract documents.

4. PROJECT COMPLETION: Final records including as-builts and inspection documentation are turned over to the City.

Garney will hold a mandatory Contractor & Supplier Outreach meeting prior to contractors and suppliers beginning work on the project. During this meeting, we review the QA/QC plan as it applies to their scope of work, set expectations for safety, scheduling, and the quality of work required. Garney will express the importance of maintaining the current operation of your facility during the construction phase of this project.

RISK MANAGEMENT

Our team has identified the following risks and mitigation efforts for your project:

+ MARKET VOLATILITY

We require bid validity that allows us to finalize contracts. Our team will continuously review market conditions and determine the best available and the most cost effective materials.

+ SCHEDULE/LEAD TIMES

We will release early bid packages to begin the early procurement process. Additionally, we will use team collaboration to expedite critical submittal reviews and comments.

+ PROCESS LIMITATIONS

High flows will be handled by using existing excessive flow holding basins at the North Topeka WWTP and the South Kansas River PS. Additionally, we can evaluate sending additional flows to the Oakland WWTP. Plan to be able to evacuate the Aeration basin when wet weather is predicted as a last resort to be able to provide additional holding capacities.

+ CLARIFIER OVERLOAD TECHNICAL MEMORANDUM 6

Work with the project team to review any process changes that need to be accounted for during the construction work. We will continuously communicate schedule progress and process concerns during weekly meetings.

+ KANSAS RIVER FLOOD

Contingency plans to evacuate the site based upon river levels. Continuously monitor if this is a concern.

+ MOPO

Plan the work accordingly and keep all staff involved in any shutdowns.

+ PROCESS CHANGE

Allow for enough time to dial in the new process. Perform accurate startup and checkout of equipment. Require feedback from suppliers as needed for performance of equipment and operation of equipment.



RELEVANT PROJECT EXPERIENCE

SECTION 5

PROJECT EXPERIENCE

WASTEWATER TREATMENT EXPERTS

Moving, treating, and storing water is Garney's core business. We specialize solely in the construction of water and wastewater treatment facilities, pipelines, pump stations, and storage tanks. Since 1961, we have focused on delivering water and wastewater plant infrastructure projects to municipalities across the country.

Garney has more than two decades of experience with collaborative delivery methods. With 232 CMAR contracts, Garney has the expertise to

provide best-value solutions and successfully execute all phases of this project.

Our local personnel have extensive experience working with Kansas City area owners. Our team also has a strong working relationship with Bartlett & West and Black & Veatch, which means there won't be a learning curve when teaming together on this important project.

All of these aspects make Garney the ideal CMAR partner for the North Topeka WWTP Nutrient Reduction Improvements project. The project matrix below demonstrates our team's familiarity with similar wastewater treatment plants and the CMAR project delivery method. Detailed project descriptions for the reference projects are included on the following pages.

SIMILAR PROJECT EXPERIENCE	Contract Value	MOPO	BNR System	Completed on Schedule	Completed on Budget	Local	Collaborative Delivery	Black & Veatch
WWTP Improvements (CMAR) City of Loveland, CO	\$35M	✓	✓	✓	✓		✓	
Wolcott WWTP Expansion (CMAR) Unified Government of Wyandotte	\$34M	✓		✓	✓	✓	✓	
Blue River Main WWTP (CMAR) John County Wastewater	\$30M	✓	✓	✓	✓	✓	✓	✓
Ammonia Removal Improvements and Biosolids Dryer City of St. Joseph, MO	\$51M	✓	✓	✓	✓	✓		
Wakarusa WWTP & Conveyance Corridor City of Lawrence, KS	\$45M	✓	✓	✓	✓	✓		✓



WOLCOTT WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

Kansas City, Kansas



Client: Unified Government of Wyandotte County

Engineer: HDR Engineering, Inc.

Delivery Method: CMAR

Start Date: February 2019

Completion Date: January 2022

Contract Value: \$34,197,000



CMAR



LOCAL



ON BUDGET



ON
SCHEDULE



MOPS

Garney was awarded this CMAR project by the Unified Government of Wyandotte County (UGWC). This is UGWC's first CMAR project and included a preconstruction and construction phase to design and build a new 2 MGD WWTP which replaced an aging 0.3 MGD plant for a max capacity rated at 6 MGD. The UGWC's current WWTP is under capacity and needed to be upgraded to meet the demand of the community. The current plant is still in operation at smaller flows. The preconstruction phase included formal partnering sessions with the Engineer, HDR, held at UGWC's office that allowed for collaboration through

value engineering, constructability reviews, procurement and procedure plans, and preliminary construction schedules. **Through value engineering, Garney saved UGWC \$6.2M by reducing the size of the headworks and solids processing ends of the Granular Activated Sludge (GrAs) facility and eliminated the requirements for the stormwater pond and access road improvements.** Garney expedited the procurement of the earthwork, site setup, and process equipment packages to help keep key items off the critical path.

CEDAR CREEK WASTEWATER TREATMENT PLANT

Olathe, Kansas



Client: City of Olathe, KS

Engineer: Black & Veatch

Delivery Method: Design-Bid-Build

Start Date: July 2010

Completion Date: September 2012

Contract Value: \$34,998,073



BNR



LOCAL



ON BUDGET



ON
SCHEDULE



MOPS

Garney provided preliminary treatment, liquid treatment and disinfection services to Cedar Creek Wastewater Treatment Plant to meet growth in the area and regulatory drivers. The project included the extension of the earthen flood protection berm around the new facilities, new influent sewer, 45' deep

influent pumping station in solid rock, 6 MG extraneous flow basin, headworks building with screening and grit removal, two new five-stage BNR basins, blower building to house single-stage Siemens centrifugal blowers, two new 130' diameter final clarifiers, RAS/WAS sludge pumping station.

AMMONIA REMOVAL IMPROVEMENTS AND BIOSOLIDS DRYER

St. Joseph, Missouri



Client: City of St. Joseph, MO

Engineer: HDR Engineering, Inc.

Delivery Method: Design-Bid-Build

Start Date: June 2014

Completion Date: December 2016

Contract Value: \$51,229,170

BNR

LOCAL

ON BUDGET

ON
SCHEDULE

MOPS

The construction of this project was split into 12 work packages and included a grit / screening facility constructed in three phases, each on driven H-piles; a cast-in-place concrete dissolved air feed (DAF) vault wet well on H-piles; converting an existing tank into a 9 MG, 155' diameter cast-in-place industrial aeration basin which was demolished to the exterior wall and then raised the walls by 7', as well as industrial / domestic blowers, new industrial final clarifier and splitter box, RAS pump station #1, nine

Invent vertical entry mixers, three ABS recycle pumps, a fine bubble diffuser system, and single-stage centrifugal blowers; SSJISD cast-in-place meter vault and industrial splitter box; primary effluent diversion splitter and meter box placed between the industrial and domestic flows; roughing filter and intermediate pump station; aeration basins 2, 3 and 4, final clarifier splitter box and RAS pump station #2; operations building electrical and SCADA modifications.

WAKARUSA WASTEWATER TREATMENT PLANT & CONVEYANCE CORRIDOR

Lawrence, Kansas



Client: City of Lawrence, KS

Engineer: Black & Veatch

Delivery Method: Design-Bid-Build

Start Date: June 2015

Completion Date: March 2018

Contract Value: \$45,073,879

BNR

LOCAL

ON BUDGET

ON
SCHEDULE

MOPS

This new 14 MGD wastewater treatment facility included a headworks facility, BNR flow splitter box, BNR basins, final clarifier flow splitter box, two 95' clarifiers, final sludge pumping station, chemical storage and feed building, UV flow meter structure, UV disinfection building, grit facilities, treated effluent structure, 5 MG peak

flow storage basin, solids thickening facility, combined pumping station, administration building, plant-wide control system, electrical service for power distribution and lighting of new facilities, lightning protection including a PV ground mount system, vehicle storage and maintenance building, and all site work.

WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

Loveland, CO



Client: City of Loveland, CO

Engineer: Carollo Engineers

Delivery Method: CMAR

Start Date: April 2016

Completion Date: September 2019

Contract Value: \$35,133,341



CMAR



BNR



ON BUDGET



MOPS



ON
SCHEDULE

This project consisted of the upgrade of an existing WWTP to 20.3 MGD peak hour flow (average daily flow of 8.4 MGD). The scope included a remodel of the anaerobic digester complex, remodel of digesters 3 and 4, a new MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing progressive cavity pumps, heat exchangers, HVAC, and electrical and instrumentation. The biological nutrient removal (BNR) phase of the project included the removal and replacement of fine bubble aeration diffusers, addition of air compressors and large bubble diffusers, a new RAS anoxic zone tank, and concrete and

yard pipe modifications. Also included the relocation of the existing 30" RCP sanitary sewer, renovation of the primary sludge pump station, replacement of the digester biogas burner, renovation of existing RAS progressive cavity pump station including new pumps and VFDs, renovation of three primary clarifiers including removal and replacement of sludge collection troughs and flocculation wells, and new chemical feed equipment for ferric chloride at digesters and aeration channels. Construction required dewatering and a bypass of the headworks during the remodel.

BLUE RIVER MAIN WASTEWATER TREATMENT PLANT (CMAR)

Overland Park, KS



Client: Johnson County Wastewater

Engineer: Black & Veatch

Delivery Method: CMAR

Start Date: June 2005

Completion Date: December 2006

Contract Value: \$30,445,284



CMAR



BNR



ON BUDGET



MOPS



ON
SCHEDULE



LOCAL

Replacement of two dry weather pumps and all wet weather pumps with larger capacity units, modification of the existing grit chamber flow splitter and existing aeration basin, addition of pre-anoxic, anaerobic, and anoxic zones to allow BNR treatment, addition of two BNR basins, two RAS/WAS pumping stations, headworks improvements, conversion of existing equalization tank to a TWAS storage

tank, three 105' diameter clarifiers, 24 MGD ultraviolet disinfection facility, two cascade-type re-aeration basins, activated carbon odor control system, modifications to existing excess flow lagoon and addition of a second lagoon, modifications to sodium hypochlorite and sodium bisulfate chemical feed systems, and new outdoor ferrous chloride storage tank.



SAFETY PLAN

SECTION 6

SAFETY APPROACH

Garney has a strong commitment to maintaining a safe work environment for personnel working on the project. Our philosophy of safety and health excellence is evident in our strong safety record (see safety statistics below). Unique factors that make Garney's safety program a success include:

- ♦ **Site-Specific Safety Plan:** Garney develops and maintains a site-specific safety and health plan for every project.
- ♦ **Safety Task Analysis Card (STAC):** All Garney crews are required to perform daily task specific planning on all projects. This is accomplished with the use of our unique STAC program.
- ♦ **GOSHA Inspections:** Garney safety professionals perform periodic mock OSHA (GOSHA) inspections of all our projects. These inspections are conducted unannounced and are intended to assure compliance.
- ♦ **Supervisor Safety Training (SST):** All Garney supervisors must successfully complete 30 hours of SST training prior to supervising employees.
- ♦ **Certified Safety Professional:** Garney employs and uses a Certified Safety Professional that serves as our Regional Safety Manager.

- ♦ **Craft, Subcontractor, and Supervision Training:** Garney believes effective and focused safety method training to all project personnel is an essential element of a safety program. Early on in the project, Garney identifies what safety training will be required and schedules this training based on operational requirements. Training is presented to Garney and subcontractor personnel.

Under the direction of Safety Manager, Paul Kerstiens, a site-specific safety plan will be developed to address items unique to this project. Items such as subcontractor outreach, weekly job site inspections, safety meetings, and site-specific safety training will be incorporated into these site plans.

Before beginning construction, Garney will establish a site safety committee that includes members of the project staff, safety advisors, and key trade subcontractors who have all been properly trained to recognize and correct any unsafe conditions.

Garney crews on your project will conduct daily pre-task planning meetings every morning before starting work. These meeting are intended to break down tasks, identify and analyze hazards, and provide mitigation or control for given hazards. These meetings have proven to be a valuable tool for Garney accident prevention and help crews in preparing for upcoming work.

SAFETY RATINGS

	EMR INDUSTRY AVERAGE 1.00	TRIR INDUSTRY AVERAGE 3.50	LWIR INDUSTRY AVERAGE 1.60	DART INDUSTRY AVERAGE 2.30
2021	0.74	0.78	0.11	0.11
2020	0.61	1.31	0.24	0.30
2019	0.55	1.92	0.30	0.30
2018	0.49	1.26	0.07	0.13
2017	0.54	1.61	0.14	0.14

SITE-SPECIFIC SAFETY PLAN

Safety is Garney's number one company goal on any job and we approach every project with that same attitude. This project will have some site-specific conditions that will be a focus point for our project team. Through a solid safety orientation, we can outline the job-specific hazards, such as LOTO, confined space, egress/access, and site housekeeping.

SITE-SPECIFIC SAFETY ORIENTATION

Garney will have a site-specific safety plan that is developed by the project team and reviewed with the Regional Safety Manager, Paul Kerstiens. This plan will be available to all employees and subcontractors. We will develop an orientation program at the site that is based upon the site-specific plan. Upon any new employee or new subcontractor beginning work at the site they will have to go through a site-specific safety orientation that reviews the project in details and outlines the specific hazards.

+ LOTO

Whenever our crews are working inside of existing plants, we make sure to have a LOTO plan in place. This plan will be reviewed and communicated to the City so that everyone is on the same page. We want to make sure that all work during demolition and inside of existing structures is safe.

+ CONFINED SPACE

Work inside of the Thickened Waste Activated Sludge Tank will be one of the primary confined space concerns.

Our team will make sure that the proper training is provided to anyone that will be working inside of confined spaces. We will have the proper permits (if required), ventilation, air monitoring, and rescue plans in place. The project team will work with local rescue authorities to ensure that they are aware for the work and have the proper confined space rescue equipment/training for the project.

+ EGRESS & ACCESS

The Aeration Basins will present challenges for gaining access to the work. Our team will review the site and locations we are working in to make sure that the proper means of egress and access is provided at all locations. We will ensure that everyone can get in and out of the work area safely.

+ SITE HOUSEKEEPING

We understand that we are working at your plant and the plant staff need to be able to get to areas throughout to operate and maintain the plant during construction. Our crews will work every day to make sure that work areas are clean and orderly. This will be beneficial to everyone working or accessing the site.

Safety is the #1 priority for everyone at Garney. Our employee-owners are empowered to stop any act that they feel is unsafe so that a management team can work to make sure it is corrected. Our employee-owner's work hard to be safe so that they can make it home to their families every day.

SAFETY IS TRULY NUMBER ONE WITH GARNEY—SAFETY WILL NEVER BE SACRIFICED FOR PRODUCTIVITY

"SAFETY IS CLEARLY A PINNACLE OF THE GARNEY CULTURE. SAFETY PROTOCOLS, PRACTICES AND SEEKING WAYS TO IMPROVE WERE ALREADY PART OF THE DAILY MEETING DIALOGUE ON THE JOBSITE."

*Heather McDowell, PE
City of Fort Collins, CO*



PREVIOUS PROJECT REFERENCES

SECTION 7

PREVIOUS PROJECT REFERENCES

The following are project references are from owners and engineers on the projects we referenced on pages 14-16.

Project Name	Owner Reference	Engineer Reference
Wolcott Wastewater Treatment Plant Expansion (CMAR)	Unified Government of Wyandotte County Joe Barnes Project Manager (913) 573-1353 jbarnes@wycokck.org	HDR Engineering, Inc. Brandon Coleman Associate Vice President (816) 347-1125 brandon.coleman@hdrinc.com
Ammonia Removal Improvements and Biosolids Dryer	City of St. Josephs, MO Lee Sommers, P.E. Engineering Manager (816) 383-2753 lsommers@stjoemo.org	HDR Engineering, Inc. Ryan Saffels Senior Project Manager (816) 347-1109 ryan.saffels@hdrinc.com
Wakarusa Wastewater Treatment Plant & Conveyance Corridor	City of Lawrence, KS Melinda Harger, P.E. Assistant Director of Utilities (785) 832-7880 mharger@lawrenceks.org	Black & Veatch John Keller Project Manager (913) 458-3474 kellerja@bv.com
Cedar Creek Wastewater Treatment Plant	City of Olathe, KS John Gilroy Water Production Ops Mgr (913) 314-1290 jpgilroy@olatheks.org	Black & Veatch Derek Cambridge Associate Vice President (913) 458-3465 cambridgedl@bv.com
Wastewater Treatment Plant Improvements (CMAR)	City of Loveland, CO Brian Gandy Senior Project Manager (970) 203-4786 brian.gandy@cityofloveland.org	Carollo Engineers Jeff Berlin, P.E. Associate Vice President (510) 207-4852 jberlin@carollo.com
Blue River Main Wastewater Treatment Plant (CMAR)	Johnson County Wastewater Susan Pekarek General Manager (913) 207-5225 susan.pekarek@jcw.org	Black & Veatch Derek Cambridge Associate Vice President (913) 458-3465 cambridgedl@bv.com



APPENDIX A - FINANCIAL STATEMENTS

SECTION A

SUBMITTED SEPARATELY (CONFIDENTIAL)



APPENDIX B - BONDING CAPACITY

SECTION B

SUBMITTED SEPARATELY



FEE PROPOSAL

SECTION C

SUBMITTED SEPARATELY



Garney
CONSTRUCTION



FEE PROPOSAL

SECTION C

SUBMITTED SEPARATELY



CITY OF TOPEKA

Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603

P: (785) 368-3749
F: (785) 368-4499
procurement@topeka.org

ADDENDUM 1

Bid Event: 2577 RFP Construction Manager At Risk Project Approach NTWWTP
Nutrient Removal T-291106.00

Closing Date: June 8, 2022 2:00:00PM CST

Addendum Date: May 17, 2022

Conditions of Addendum:

Proposers are instructed to read and to note the following described clarification and addition for the referenced Request for Proposal Scope of Work. Addendum 1 is part of the Scope of Work and all items below shall be incorporated into the document as referenced:

3. Instructions for Responding to RFP

3.1 Technical Proposal Item Requirements.....page 6

- D. Firms submitting a proposal shall provide and submit separately under a cover, Appendix A – Financial Statements and Appendix B – Bonding Capacity proposal items as listed. These items shall be uploaded under a separate cover in addition to the separately submitted Technical Proposal and Fee Proposal.

Firms Signature: _____

Date: 06/08/2022

Title: Director

**BIDDERS ARE REQUIRED TO ACKNOWLEDGE ONE COPY OF THIS ADDENDUM
BY SIGNING ABOVE WHERE INDICATED AND ONE SIGNED COPY MUST BE
UPLOADED WITH YOUR BID.**

FEE PROPOSAL

PRECONSTRUCTION FEE

The RFP outlines the following scope of work to be expected at a minimum as a part of the preconstruction services and our team will make it a priority of ours to fulfill every point below:

- ◆ Develop a construction management plan and schedule
- ◆ Develop an overall project schedule for preconstruction and construction
- ◆ Perform bidder's interest campaign
- ◆ Develop MBE/WBE/DBE participation program that adheres to the City's requirements
- ◆ Perform construction market survey
- ◆ Complete value engineering and constructability reviews throughout design
- ◆ Provide feedback concerning the potential benefits of pre-selected or pre-procured materials
- ◆ Develop and maintain the project cost model throughout design
- ◆ Provide feedback on market conditions affecting escalations and contingencies to maintain budget concerns
- ◆ Develop bid packages for multiple step GMP process
- ◆ Develop process to complete a best value review of proposal
- ◆ Develop a scoring matrix to be utilized as a primary tool in the evaluation and award of bid packages
- ◆ Develop and negotiate multiple GMP packages to fit the project needs
- ◆ Coordinate meetings on a routine basis to review progress and design intervals

The Construction Manager expectations outlined and proposed by Garney for your project will be reviewed during the Pre-Award Clarification meeting. Following this meeting, we will finalize the contract negotiates and include the scope clarification in the AIA CMAR contract (Section 3.1 and 3.2 of the AIA Document A133).

Garney proposes the preconstruction fees for this project in a lump sum amount of \$180,000. Preconstruction services shall be completed within 6 months of the anticipated contract award.

SURVEY SYMBOL

CIVIL LINETYPE LEGEND

BILLBOARD	ROOF DRAIN	FENCE WIRE
BORE HOLE or DRILL HOLE	CURB INLET	FENCE CHAIN LINK
LANDSCAPE BOULDER	SANITARY MANHOLE	FENCE WOOD
WELL	CLEANOUT	BACK OF CURB
FLAG POLE	YARD HYDRANT	GUTTER
SATELLITE DISH	WATER SPRINKLER	ASPHALT
POST	WATER MANHOLE	UNDER GROUND TELEPHONE
MAIL BOX	WATER METER	OVERHEAD TELEPHONE
TWO POLE SIGN	WATER VALVE	OVERHEAD CABLE TELEVISION
ONE POLE SIGN	FIRE HYDRANT	FIBER OPTICS
PARKING METER	FLOOD LIGHT	GAS LINE 1/2" 12"
STOP SIGN	LUMINARY (STREET LIGHT)	OVERHEAD ELECTRIC
GAS REGULATOR	MANHOLE COVER	UNDER GROUND ELECTRIC
GAS RISER	MISCELLANEOUS TOPO ITEM	SANITARY SEWER < 8"
GAS TEST STATION	FINISH FLOOR	WATER LINE
GAS METER	MIN. OPENING ELEV.	FIRE PROTECTION LINE
GAS VALVE	STUMP	STORM SEWER < 8"
UTILITY POLE	SHRUB	STORM SEWER > 8" (TO SCALE)
GUY POLE	DECIDUOUS TREE	CENTERLINE
GUY ANCHOR	EVERGREEN SHRUB	R/W LINE
TELEPHONE PEDESTAL	EVERGREEN TREE	LOT LINE
TELEPHONE MANHOLE		PROPERTY LINE
CABLE TV PEDESTAL		SECTION LINE
ELECTRIC MANHOLE		BOUNDARY LINE
ELECTRIC METER		5' CONTOUR
TRANSFORMER/ELECTRIC PAD		1' CONTOUR
AIR CONDITIONER		SETBACK LINE
HAND HOLE		COMMUNICATION LINE
TRAFFIC SIGNAL		EASEMENT TEMPORARY CONSTRUCTION
TRAFFIC SIGNAL BOX		EASEMENT PERMANENT
SIGNAL MANHOLE		TRAVEL WAY
STORM MANHOLE		BREAK LINE
AREA INLET		EDGE OF GRAVEL

REMOVE AND REPLACE BRICK



REMOVE AND REPLACE CONCRETE PAVEMENT



PROJECT DRAWINGS FOR NORTH TOPEKA WWTP NUTRIENT REDUCTION IMPROVEMENTS

WPC PROJECT NO. T-291106.00

30% SET FOR REVIEW

NOT FOR CONSTRUCTION

APRIL 2022



PROJECT LOCATION
NOT TO SCALE

NON-EMERGENCY UTILITY OWNER CONTACTS:

NOTE: UTILITY CONTACTS UPDATED AT TIME OF BIDDING. FOR UP TO DATE UTILITY CONTACTS PLEASE VISIT <https://city-wp-uploads.s3.amazonaws.com/wp-content/uploads/2022/04/UtilityOwnerContacts.pdf>

Cable TV Cox Communications 931 SW Henderson Rd. Topeka, KS 66615 Glenn Calhoun (785)215-4705 (785)207-1693 glenn.calhoun@cox.com	Fiber Optic - KLFiberNet Kansas Fiber Network LLC 10875 Benson, Suite 250 Overland Park, KS 66210 Brenda Burger (913)213-2937 bburger@kflfiber.net	Water City of Topeka, Water Dist. 3245 NW Waterworks Dr. Topeka, KS 66606 Duncan Thayer (785)368-0152 dthayer@topeka.org
Electric Evergy PO Box 889 4202 NW 14th St. Topeka, KS 66603 Aaron Spreer (785)685-4950 (785)575-4300 aaron.spreer@evergy.com	Gas Kansas Gas Service 200 E 1st St. Topeka, KS 66603-3603 Alexander Amory (785)558-8879 alexander.amory@onegas.com For Gas Leaks call 1-888-482-4950 & call 911 immediately	Fiber Optic - Lumen Lumen 100 Century Link Dr. Monroe, LA 71203 Lance Lyman (504)308-9639 lance.lyman@lumen.net
Fiber Optic - City of Topeka City of Topeka, Info. Tech. 630 SE Madison St., 3rd Floor Topeka, KS 66603 Mark Biswell (785)364-3718 mbiswell@topeka.org	Sanitary/Storm Sewer City of Topeka, WPC Dist. 1115 NE Poplar St. Topeka, KS 66616 Darin A. Corland (785)368-2467 dcorland@topeka.org	Fiber Optic - AT&T Transmission AT&T Services, Inc. 1425 Oak St. Kansas City, MO 64026 Lanny Vohl (770)335-8244 lv2121@att.com
Fiber Optic - CenturyLink CLEC CenturyLink CLEC 300 CenturyLink Dr. Monroe, LA 71201 Luke Hempler (504)308-9639 luke.hampler@centurylink.com	Telephone AT&T 225 SE 6th Ave., Ste. 236 Topeka, KS 66606 Daniel Chase (785)396-5897 dc2553@att.com	Telephone - Fiber Optic Verizon/WCI Jeffrey Ward (817)242-6647 jward@verizonwireless.com
Fiber Optic - USD 561 USD 561, Info. Tech. 1300 SW Hope St. Topeka, KS 66604 Diane Morris (785)368-3913 dmorris@usd561.org	Traffic Signal City of Topeka, Traffic Ops. 927 NW Harrison St. Topeka, KS 66612 Diane Morris (785)368-3913 dmorris@topeka.org	

NOTE:
ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE STANDARD TECHNICAL SPECIFICATIONS AND CURRENT REVISIONS ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY OF TOPEKA, KANSAS.



Always contact Kansas
One-Call first!
Phone 800-DIG-SAFE or
simply dial '811' or visit us
at www.kansasonecall.com

"KANSAS ONE-CALL" IS THE UNDERGROUND UTILITY NOTIFICATION CENTER FOR THE STATE OF KANSAS. THROUGH THIS FACILITY, YOU CAN NOTIFY OPERATORS OF UNDERGROUND FACILITIES OF PROPOSED EXCAVATIONS TO REQUEST THAT THE UNDERGROUND FACILITIES BE MARKED BEFORE YOU DIG.

KANSAS STATUTE ANNOTATED #66-1801 THROUGH #66-1815 REQUIRES ANYONE WHO ENGAGES IN ANY TYPE OF EXCAVATION TO PROVIDE ADVANCE NOTICE OF AT LEAST TWO FULL WORKING DAYS, BUT NOT MORE THAN 15 CALENDAR DAYS, EXCLUDING WEEKENDS AND HOLIDAYS.

CONTRACTOR SHALL COORDINATE ACCESS WITH THE RESIDENTS DURING CONSTRUCTION. THE PERSON WHO IS DOING THE WORK IS RESPONSIBLE FOR CALLING KANSAS ONE-CALL. IF THE OWNER CONTRACTS WITH A PROFESSIONAL EXCAVATOR TO DO THE EXCAVATION, THEN THE PROFESSIONAL EXCAVATOR IS RESPONSIBLE FOR CALLING KANSAS ONE-CALL.

THE SERVICE PROVIDED BY KANSAS ONE-CALL TO EXCAVATORS IS FREE OF CHARGE. CALL 785-368-3111 FOR EMERGENCIES WITH CITY OF TOPEKA UTILITIES.

CITY OF TOPEKA, KANSAS

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

RELEASED FOR CONSTRUCTION

CITY ENGINEER DATE

ATTTEST:

CITY CLERK DATE

REVIEWED BY

UTILITIES DATE

CITY OF TOPEKA
UTILITIES

BLACK & VEATCH

Bartlett & West
Driving Community and Industry Forward, Together

DATE:
APRIL 2022
PROJECT:
20219.001
SHEET:
0 OF 30

LEGEND

Sheets Included in 30% Set

Sheets Not Included in 30% Set but Expected to be Included in 60% Set

30% Sequence 60% Sequence Sheet

Number	Number	Number	Sheet Name
0	0	G-001	COVER SHEET
1	1	G-002	INDEX OF DRAWINGS
2	2	G-003	CIVIL - LEGEND AND GENERAL NOTES
3	3	G-004	CIVIL - GENERAL SITEWORK NOTES
4	4	G-005	STRUCTURAL - STANDARD NOTES
5	5	G-006	STRUCTURAL - SPECIAL INSPECTION SCHEDULE
6	6	G-007	ELECTRICAL - LEGEND AND ABBREVIATIONS
7	7	G-008	HYDRAULIC PROFILE
8	8	G-009	PROCESS FLOW DIAGRAM
9	9	G-010	P&ID - LEGEND & ABBREVIATIONS - SHEET 1 OF 3
10	10	G-011	P&ID - LEGEND & ABBREVIATIONS - SHEET 2 OF 3
11	11	G-012	P&ID - LEGEND & ABBREVIATIONS - SHEET 3 OF 3
12	12	X-Y-101	DEMOLITION - SITE PLAN
13	13	X-AB-101	DEMOLITION - AERATION BASIN 1 & 2
14	14	X-SC-101	DEMOLITION - SECONDARY SLUDGE PUMP STATION PLAN
15	15	X-BB-101	DEMOLITION - BLOWER BUILDING PLAN
16	16	X-BB-301	DEMOLITION - BLOWER BUILDING SECTION
17	17	C-Y-101	CIVIL - OVERALL SITE PLAN
18	18	C-Y-102	CIVIL - EROSION CONTROL PLAN
19	19	C-Y-103	CIVIL - PIPING PLAN
20	20	C-Y-501	CIVIL - EROSION CONTROL NOTES & DETAILS
21	21	C-Y-502	CIVIL - MISCELLANEOUS YARD STRUCTURES & DETAILS
22	22	C-Y-503	CIVIL - DETAILS
23	23	S-AB-101	AERATION BASIN - REHABILITATION - LOWER LEVEL
24	24	S-AB-102	AERATION BASIN - REHABILITATION - UPPER LEVEL
25	25	S-AB-103	COMPRESSED AIR MIXING SYSTEM PAD
26	26	S-AB-301	AERATION BASIN - SECTIONS
27	27	S-AB-501	AERATION BASIN PHOTOS
28	28	S-S-101	SOLIDS PROCESSING BUILDING
29	29	S-501	STRUCTURAL - DETAILS
30	30	S-502	STRUCTURAL - DETAILS
31	31	S-503	STRUCTURAL - DETAILS
32	32	S-504	STRUCTURAL - DETAILS
33	33	S-505	STRUCTURAL - DETAILS
34	34	S-506	STRUCTURAL - DETAILS
35	35	D-AB-101	AERATION BASIN - LOWER LEVEL PLAN
36	36	D-AB-102	AERATION BASIN - UPPER LEVEL PLAN
37	37	D-AB-301	AERATION BASIN - SECTIONS
38	38	D-AB-302	COMPRESSED AIR MIXING SYSTEM - PLAN & SECTIONS
39	39	D-AB-401	AERATION BASIN - ENLARGED PLAN
40	40	D-BB-101	BLOWER BUILDING - OPERATING LEVEL PLAN
41	41	D-BB-301	BLOWER BUILDING - SECTIONS
42	42	D-SC-101	SECONDARY SLUDGE PUMP STATION OPERATING LEVEL PLAN
43	43	D-SC-301	SECONDARY SLUDGE PUMP STATION - SECTIONS
44	44	D-S-101	SOLIDS PROCESSING BUILDING
45	45	D-501	PROCESS - DETAILS
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47	47	E-Y-101	OVERALL SITE PLAN
48	48	E-Y-102	SITE PLAN
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50	50	E-Y-601	POWER DISTRIBUTION ONE-LINE
51	51	E-Y-602	MISC ONE-LINE DIAGRAMS
52	52	E-Y-603	MISC ONE-LINE DIAGRAMS
53	53	E-Y-604	MISC ONE-LINE DIAGRAMS
54	54	E-AB-101	AERATION BASIN - POWER PLAN
55	55	E-BB-101	BLOWER BUILDING - POWER PLAN
56	56	E-SC-101	SECONDARY SLUDGE PUMP STATION - POWER PLAN
57	57	E-SC-102	COMPRESSED AIR MIXING SYSTEM - POWER PLAN
58	58	E-S-101	SOLIDS PROCESSING BUILDING
59	59	E-501	ELECTRICAL - DETAILS
60	60	E-502	ELECTRICAL - DETAILS
61	61	I-AB-601	AERATION BASIN 1
62	62	I-AB-602	AERATION BASIN 2
63	63	I-BB-601	BLOWER 1
64	64	I-BB-602	BLOWER 2
65	65	I-SC-601	SECONDARY SLUDGE PUMP STATION
66	66	I-SC-602	COMPRESSED AIR MIXING SYSTEM
67	67	I-S-601	WAS AERATION SYSTEM
68	68	I-601	CONTROL BLOCK DIAGRAM
69	69	I-602	INSTRUMENTATION INSTALLATION DETAILS
70	70	I-603	INSTRUMENTATION DETAILS
71	71	DT-002	COT STANDARD CONCRETE PAVEMENT DETAILS
72	72	DT-003	COT STANDARD CURB & GUTTER AND APPROACH DETAILS
73	73	DT-019	COT STANDARD PROJECT SIGNING DETAILS
74	74	DT-020	COT STANDARD EROSION & POLLUTION CONTROL
75	75	DT-021	COT STANDARD EROSION & POLLUTION CONTROL
76	76	DT-022	COT STANDARD EROSION & POLLUTION CONTROL

Bartlett & West

1000 100 EXCLUSIVE RIGHTS, TOWSON, MD 21204
PHONE 410.747.1232 FAX 410.747.1215

INDEX TO DRAWINGS

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

30% DRAWINGS
FOR
CMAA RFP

DESIGNED BY: ZAB
DRAWN BY: RJD
APPROVED BY: JGW
DESIGN PROJ: 20319.001
CONST PROJ: 20319.001
SCALE: AS NOTED
DATE: APRIL 2022
DRAWING NO: **G-002**
SHEET NO: 1 OF 39

GENERAL NOTES	PROJECT NOTES	MISCELLANEOUS ABBREVIATIONS	DRAWING SYMBOLS	UNITS, ORGANIZATION AND MISCELLANEOUS ABBREVIATIONS																								
1. THE CONTRACTOR SHALL THOROUGHLY REVIEW AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND SPECIAL CONDITIONS OF THE CONTRACT DOCUMENTS PRIOR TO BEGINNING CONSTRUCTION OF THIS PROJECT. 2. THE CONTRACTOR MUST BE FAMILIAR WITH THE PROPOSED PROJECTS EXISTING CONDITIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, DIFFICULT CONSTRUCTION AROUND EXISTING TREES AND UTILITIES, CONNECTING TO EXISTING FACILITIES AND SMALL VERTICAL GRADE ADJUSTMENTS NECESSARY TO AVOID CONSTRUCTION CONFLICTS. THE CONTRACTOR MUST ADJUST PRICING TO ACCOUNT FOR THESE DIFFICULT CONSTRUCTION SITUATIONS. NO COMPENSATION SHALL BE GIVEN FOR EXISTING SURFACE CONDITIONS THAT MAY CAUSE DIFFICULT FIELD CONSTRUCTION MODIFICATIONS. SOILS ARE EXPANSIVE. CONTRACTOR SHALL EXPECT EXCAVATION TO INCLUDE INDIVIDUAL ROCKS OF VARYING SIZE. CONTRACTOR SHALL ALSO EXPECT GROUNDWATER IN THE EXCAVATION. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING: A) ALL LICENSES AND PERMITS REQUIRED FOR CONSTRUCTION. B) THE NOTIFICATION OF THE PROPER AUTHORITIES PRIOR TO CONSTRUCTION. C) THE WEEKLY PICKUP AND REMOVAL OF RESIDENTIAL TRASH ALONG THE PROJECT FOR THE DURATION OF CONSTRUCTION. 4. THE CONTRACTOR SHALL SUBMIT ALL TESTING AND TIE-IN PLANS. 5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT ACCESS TO ALL PROPERTIES BE PROVIDED DURING CONSTRUCTION OF THE PROJECT. 6. CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR. 7. CONTACT AFFECTED OWNERS A MINIMUM OF 48 HOURS PRIOR TO HALTING OF UTILITY SERVICES. UNDER NO CIRCUMSTANCES SHALL ANY UTILITY SERVICES BE DISCONTINUED FOR MORE THAN ONE (1) 12-HOUR PERIOD. 8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROVISION OF ALL MATERIAL, TOOLS, EQUIPMENT AND LABOR NECESSARY TO CONTROL EROSION, SILTATION, AND SEDIMENT DISCHARGES INTO PAVED AREAS, ADJACENT PROPERTIES, DOWNSTREAM SYSTEMS, OR RECEIVING CHANNELS. THIS SHALL BE REQUIRED DURING ALL PHASES OF CONSTRUCTION AND UNTIL SUSTAINABLE GROUND COVER IS ESTABLISHED FOR ALL DISTURBED AREAS. IF ANY METHOD OF CONTROL FAILS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY DEBRIS, SILT, OR MUD & RESTORING THE AREA TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY, SO THAT THE OWNER CAN REVIEW THE CONTRACTOR'S PROPOSED METHOD OF REPAIR. 9. ALL TRAFFIC CONTROL SHALL BE IN CONFORMANCE WITH THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). 10. THE INFORMATION SHOWN IN THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR MAKING HIS OWN VERIFICATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREO. THE CONTRACTOR SHALL POT-HOLE AND SURVEY ALL UTILITY CROSSINGS PRIOR TO CONSTRUCTION OF ANY SUBSURFACE ELEMENT OF THE PROJECT. THIS SURVEY INFORMATION SHALL BE FORWARDED TO THE PROJECT ENGINEER FOR REVIEW. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION ON ANY SUBSURFACE ELEMENT ON THE PROJECT WITHOUT THE APPROVAL OF THE PROJECT ENGINEER. DAMAGE TO ANY UTILITIES OR STRUCTURES DURING EXCAVATION AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST NOTIFY ALL UTILITIES 48 HOURS PRIOR TO ANY EXCAVATION. UTILITY COORDINATION, POT-HOLING/SURVEYING SHALL BE SUBSIDIARY TO OTHER BID ITEMS. 11. PERMITS SHALL BE CONSTRUCTED AT ALL CONNECTIONS WITH EXISTING STORM AND SANITARY SEWERS. SEE DETAIL 1 SHEET C100. ALL CONNECTIONS OF NEW STORM SEWER PIPE TO EXISTING STORM SEWER PIPE SHALL BE CONSTRUCTED SUBSIDIARY TO STORM SEWER CONSTRUCTION. ALL CONNECTIONS OF NEW SANITARY SEWER PIPE TO EXISTING SANITARY SEWER PIPE SHALL BE CONSTRUCTED SUBSIDIARY TO SANITARY SEWER CONSTRUCTION. 12. ANY TAPS FOR NEW HOUSE SERVICE TO EXISTING SANITARY SEWER SHALL BE MADE BY THE TOPEKA WWS. 13. EXCAVATIONS BELOW PUBLIC ROADWAYS TO BE BACKFILLED WITH FLOWABLE FILL, SUBSIDIARY TO TRENCH EXCAVATION BACKFILL AND COMPACTION.	1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE LATEST STANDARD TECHNICAL SPECIFICATIONS AND ADDENDUMS TO THE (STS) ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY OF TOPEKA, KANSAS, UNLESS OTHERWISE SUPPLEMENTED AND/OR MODIFIED BY THE CONTRACT DOCUMENTS. 2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES TO FIELD LOCATE AND/OR ADJUST THE LOCATION OF THEIR UTILITY AS REQUIRED FOR CONSTRUCTION. ALL UTILITY LINE LOCATIONS SHOWN ARE APPROXIMATE AND THE ENGINEER ASSUMES NO LIABILITY FOR THE SAME. (1-800-344-7233/1-800-DIG-SAFE). 3. ROCK EXCAVATION INCLUDES SUITABLE REPLACEMENT MATERIAL (FOR ALL ROCK REMOVED) FROM OFF SITE. BORROW MATERIAL AND ROCK REMOVAL WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE SUBSIDIARY TO OTHER ITEMS IN THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HANDLING ALL TYPES OF MATERIALS ENCOUNTERED. 4. THE CONTRACTOR SHALL DISPOSE OF ANY ROCK EXCAVATED FROM TRENCHES & STRUCTURES OFFSITE. 5. ALL DISTURBED AREAS SHALL BE FINISHED IN A CONDITION TO DRAIN WITH 4" (MIN.) TOPSOIL, SEEDS, FERTILIZED AND MULCHED. 6. CONTRACTOR SHALL PREPARE AND PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE CITY OF TOPEKA REQUIREMENTS. 7. ACCESS TO PROPERTIES SHALL BE MAINTAINED AT ALL TIMES. 8. CONTRACTOR SHALL ABIDE BY THE KCMH STORM WATER PERMIT (W02) FOR CONSTRUCTION ACTIVITIES. 9. REMOVAL OF ALL TREES, BRUSH AND OTHER CLEARING SHALL BE PAID FOR AS "CLEARING & GRUBBING", AND DISTURBANCE OF THE EXISTING SITE SHALL BE RESTRICTED TO A MINIMUM. 10. ALL AREAS DISTURBED SHALL BE SEED, FERTILIZED AND MULCHED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS. 11. "EROSION FENCE" INCLUDES INSTALLATION, MAINTENANCE, AND REMOVAL OF THE FENCE FOR THE DURATION OF THE PROJECT. THE FENCE SHALL BE MONITORED AND EXCESS SEDIMENT REMOVED AS REQUIRED. EITHER HAY BALE FENCE OR APPROVED FABRIC SILT FENCE MAY BE USED AS "EROSION FENCE". HAY BALES ARE RECOMMENDED IN AREAS WHERE FLOWS ARE CONCENTRATED. 12. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED WASTE DISPOSAL SITES OR BORROW SITES AS APPROVED BY THE ENGINEER. THIS WORK IS CONSIDERED AS A SUBSIDIARY OBLIGATION OF THE CONTRACTOR.	BRNG BEARING CI CONCRETE CONC CONCRETE CONT CONTINUOUS COT CITY OF TOPEKA CTRL CONTROL CIVL CIVIL WORKS DIA DIAMETER DRA DRAWING E.F. EACH FACE ELEV ELEVATION EXIST EXISTING EXT EXTERIOR FL FLOW LINE FM FORCE MAIN FO FIBER OPTIC FOOT FOOTING GA GAUGE GALV GALVANIZED HORIZ HORIZONTAL ISO ISOMETRIC JOINT JOINT LF LINEAR FOOT MH MANHOLE NC NORMALLY CLOSED (VALVE) NO NORMALLY OPEN (VALVE) NOT NOT TO SCALE ON CENTER OHE OVERHEAD ELECTRIC PFD PROCESS FLOW DIAGRAM PUMP PUMP STATION PVC POLYVINYL CHLORIDE PDC PROCESS & INSTRUMENTATION DIAGRAM PLAN PLAN & PROFILE SAN SANITARY SEWER STA STATION STREET STREET RED REDUCER REF REFERENCE REN RENEWABLE NATURAL GAS TIE TIE POINT TYP TYPICAL UNL UNLESS NOTED OTHERWISE VERT VERTICAL WELD WELDED WIRE FABRIC	SYMBOL DESCRIPTION BENCHMARK BORE HOLE CURB INLET FIRE HYDRANT JUNCTION BOX PUMP STATION SANITARY MANHOLE STORM MANHOLE TELEPHONE POLE MULTI-VARIABLE TRANSMIT WATER VALVE PLUG VALVE GATE VALVE	MG MILLION GALLONS HP HORSEPOWER USACE UNITED STATES ARMY CORPS OF ENGINEERS MGD MILLION GALLONS PER DAY HVF HILLBOLT CFU COLONY FORMING UNIT 30 DAY MS2 REDUCTION NPDES NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ft FEET in INCHES m MILLIDECES F FAHRENHEIT m METER cm CENTIMETER VFD VARIABLE FREQUENCY DRIVE																								
CONTROL GEOMETRY Project Name: NORTH TOPEKA WWTP Type of Survey Project: Conventional GPS Survey Kansas State Plane Coordinates NAD 83 (2011) Epoch: 2010.0000 State Plane Zone: Kansas North 1501 Geoid: Geoid 18 State Plane Base Benchmark: City of Topeka Benchmark 64 Elevation Datum: NAVD 83 Scale Factor: 1.000000 Fud <table><tr><th>Description</th><th>Northing (SP-57/DF)</th><th>Easting (SP-57/DF)</th><th>Elevation</th></tr><tr><td>HCP 1/2" IS</td><td>277014.485</td><td>1963749.454</td><td>897.13</td></tr><tr><td>HS 1/2" IS W/CP CAP</td><td>278815.96</td><td>1963630.887</td><td>894.98</td></tr><tr><td>HS 1/2" IS W/CP CAP</td><td>279272.288</td><td>1964608.613</td><td>886.166</td></tr><tr><td>BH 64</td><td>276399.133</td><td>1964181.293</td><td>886.56</td></tr><tr><td>BH 2 CUT</td><td>279231.886</td><td>1964397.428</td><td>886.141</td></tr></table>			Description	Northing (SP-57/DF)	Easting (SP-57/DF)	Elevation	HCP 1/2" IS	277014.485	1963749.454	897.13	HS 1/2" IS W/CP CAP	278815.96	1963630.887	894.98	HS 1/2" IS W/CP CAP	279272.288	1964608.613	886.166	BH 64	276399.133	1964181.293	886.56	BH 2 CUT	279231.886	1964397.428	886.141	PLAN, SECTION & DETAIL REFERENCE SYSTEM DIRECTION OF CUT SECTION NUMBER DETAIL NUMBER DRAWING ON WHICH SECTION APPEARS DRAWING ON WHICH DETAIL APPEARS NORTH INDICATOR PLAN TITLE NOT TO SCALE SCALE NOTES: 1. DRAWING NUMBERS APPEARING IN DETAIL OR SECTION TITLES INDICATE THE DRAWING ON WHICH THE DETAIL OR SECTION IS CALLED OUT. 2. A DASH "-" IN PLACE OF A DRAWING NUMBER INDICATES THE DETAIL OR SECTION APPEARS ON THE SAME PAGE IN WHICH IT IS CALLED OUT. SECTION TITLE DETAIL TITLE	DIVISION DISCIPLINE GENERAL G GEOTECHNICAL E CIVIL C CIVIL WORKS CW STRUCTURAL S ARCHITECTURAL A PROCESS D PLUMBING P MECHANICAL M ELECTRICAL E INSTRUMENTATION I RESOURCES R MANUFACTURER DRAWINGS MA MECHANICAL/ELECTRICAL ME STANDARD DRAWINGS & DETAILS DT
Description	Northing (SP-57/DF)	Easting (SP-57/DF)	Elevation																									
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			DIMENSION REFERENCE SYSTEM 1.72" 1.34" 0.1-1.34" ANGULAR DIMENSION DEGREES* MINUTE* SECONDS* DIAMETER RADIUS	REFERENCE TABLE ① FINDER SCHEDULE NOTES DEFINED: IDENTIFY GRAPHIC REPRESENTATIONS OF ELECTRICAL ITEMS AND DIRECTLY REFERENCE THEM TO SPECIFIC INFORMATION, SIZE, NAME, MODEL, MATERIAL, SPECIFICATIONS, ETC. DIVISION DISCIPLINE DESIGNATOR DRAWING TYPES DRAWING NO: C100 SHEET NO: 01 of 09 SEQUENCIAL NUMBER DRAWING NUMBER TOTAL SHEET NUMBER																								
			SECTION TITLE DETAIL TITLE	DRAWING TYPES 0 GENERAL, SYMBOL LEGEND 1 PLANS 2 ELEVATIONS 3 SECTIONS 4 LARGE SCALE DRAWINGS 5 DETAILS 6 SCHEDULES & DIAGRAMS 7 USER DEFINED 8 USER DEFINED 9 3D DRAWINGS ISOMETRICS PHOTOS																								

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Bartlett & West

CIVIL
LEGEND & GENERAL NOTES
NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

30% OVERLAP
CHECK FOR

DESIGNED BY: ZAB
DRAWN BY: JCD
APPROVED BY: JCD
DESIGN PROJ: 2021R-001
CONSTR PROJ: 2021R-001
SCALE: AS NOTED
DATE: APRIL 2022
DRAWING NO: G-003
SHEET NO: 2 OF 39

INTERIM FLOOD PROTECTION AND CONTINGENCY PLAN

THROUGHOUT THE CONSTRUCTION PROJECT, THE KANSAS RIVER STAGE SHALL BE MONITORED AT THE NEW SARDOU BRIDGE. THE FLOOD STAGE ELEVATION LEVELS THAT ARE AS FOLLOWS:

RIVER STAGE	RIVER ELEVATION (FT)
MAJOR FLOOD STAGE	890.60'
MODERATE FLOOD STAGE	873.60'
FLOOD STAGE	872.60'
EXCAVATION ACTIVITIES TO STOP	871.50'
ACTION LEVEL	861.60'

- ALL STAGES EXCEPT "EXCAVATION ACTIVITIES TO STOP" PROVIDED BY NOAA/NWS/WEATHER.GOV
- GAGE AT NEW SARDOU BRIDGE IS SET AT AN ELEVATION OF 846.60'

ALL EXCAVATION WORK SHALL CEASE AT RIVER ELEVATION 871.5' AND EMERGENCY BACKFILLING SHALL COMMENCE AT A RATE EXCEEDING THE RATE OF RISING RIVER LEVEL.

A STOCKPILE OF BACKFILL SHALL BE KEPT IN THE CONTRACTOR STAGING AREA AS SHOWN ON THE PROJECT LOCATION SHEET, THROUGHOUT EXCAVATION ACTIVITIES WITHIN THE LEVEE CRITICAL ZONE. THE BACKFILL MATERIAL SHALL CONFORM TO USACE GUIDELINES, SUMMARIZED HEREIN AND SPECIFIED IN USACE DOCUMENT, "EXCAVATION AND BACKFILL".

- THE CONTRACTOR SHALL THOROUGHLY REVIEW AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND SPECIAL CONDITIONS OF THE CONTRACT DOCUMENTS PRIOR TO BEGINNING CONSTRUCTION OF THIS PROJECT.
- THE CONTRACTOR MUST BE FAMILIAR WITH THE PROPOSED PROJECT'S EXISTING CONDITIONS. THIS INCLUDES, BUT IS NOT LIMITED TO DIFFICULT CONSTRUCTION AROUND EXISTING TREES AND UTILITIES, CONNECTING TO EXISTING FACILITIES AND SMALL VERTICAL GRADE ADJUSTMENTS NECESSARY TO AVOID CONSTRUCTION CONFLICTS. THE CONTRACTOR MUST ADJUST PILING TO ACCOUNT FOR THESE DIFFICULT CONSTRUCTION SITUATIONS. NO COMPENSATION SHALL BE GIVEN FOR EXISTING SURFACE CONDITIONS THAT MAY CAUSE DIFFICULT FIELD CONSTRUCTION MODIFICATIONS. SOILS ARE EXPANSIVE. CONTRACTOR SHALL EXPECT EXCAVATION TO INCLUDE INDIVIDUAL ROCKS OF VARYING SIZE. CONTRACTOR SHALL ALSO EXPECT GROUNDWATER IN THE EXCAVATION.
- THE CONTRACTOR MUST BE FAMILIAR WITH USACE GUIDELINES FOR CONSTRUCTION WITHIN THE 500' CRITICAL ZONE OF A USACE LEVEE, INCLUDING, BUT NOT LIMITED TO TRENCHING, BACKFILLING, EARTHWORK, GRADING, SEEDING, ABANDONMENT OF EXISTING PIPING AND STRUCTURES AND UNDERGROUND UTILITY INSTALLATION. (UNITED STATES ARMY CORPS OF ENGINEERS, USACE) EXCAVATION AND BACKFILL GUIDANCE.
 - A SUMMARY OF USACE EXCAVATION AND BACKFILL GUIDANCE IS PROVIDED BELOW. FOR FULL GUIDANCE, REFER TO USACE DOCUMENT, "EXCAVATION AND BACKFILL".
 - ALL EXCAVATIONS MUST MEET FEDERAL, STATE AND LOCAL CRITERIA, USACE SAFETY MANUAL AND OSHA CRITERIA.
 - A DESIGN ANALYSIS MUST BE PERFORMED IF SHEETING AND BRACING IS USED TO SUPPORT EXCAVATIONS AND MUST CONFORM TO TM 5-418-1 AND EM 1110-2-2504.
 - CRUSHED ROCK OR OTHER PERVIOUS MATERIALS AND FROZEN MATERIALS ARE NOT PERMITTED FOR USE AS BACKFILL.
 - IMPERVIOUS MATERIALS MUST BE PLACED IN LOOSE LIFTS THICKNESSES NOT TO EXCEED 8 INCHES AND COMPACTED TO A MINIMUM 95 PERCENT STANDARD PROCTOR DENSITY DETERMINED AT OPTIMUM MOISTURE CONTENT ACCORDING TO ASTM D-4955.
 - ALL DISTURBED AREAS SHALL BE COMPLETELY RESTORED TO THE ORIGINAL CONDITION. THIS RESTORATION SHALL INCLUDE BUT IS NOT LIMITED TO, SEEDING, SEEDING, SURFACING, SLOPE PROTECTION AND BEDDING RESTORATION.
 - FLUWABLE FILL USED FOR TRENCH BACKFILL, IF USED, SHOULD CONFORM TO USACE DOCUMENT, "EXCAVATION AND BACKFILL", SECTION 4.9.1.
 - A MINIMUM 2 FOOT THICK IMPERVIOUS LAYER SHOULD BE LEFT ON THE BOTTOM OF THE BORROW AREAS IN THE CRITICAL ZONE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
 - ALL LICENSES AND PERMITS REQUIRED FOR CONSTRUCTION.
 - THE NOTIFICATION OF THE PROPER AUTHORITIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT ALL TESTING AND TIE-IN PLANS.
- CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR.
- CONTACT AFFECTED OWNER(S) A MINIMUM OF 24 HOURS PRIOR TO HALTING OF UTILITY SERVICES. UNDER NO CIRCUMSTANCE SHALL ANY UTILITY SERVICE BE DISCONTINUED FOR MORE THAN ONE (1) 12-HOUR PERIOD.
- ALL TRAFFIC CONTROL SHALL BE IN CONFORMANCE WITH THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- THE INFORMATION SHOWN IN THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR MAKING HIS OWN VERIFICATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL POT-HOLE AND SURVEY ALL UTILITY CROSSINGS PRIOR TO CONSTRUCTION OF ANY SUBSURFACE ELEMENT OF THE PROJECT. THIS SURVEY INFORMATION SHALL BE FORWARDED TO THE PROJECT ENGINEER FOR REVIEW. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION ON ANY SUBSURFACE ELEMENT ON THE PROJECT WITHOUT THE APPROVAL OF THE PROJECT ENGINEER. DAMAGE TO ANY UTILITIES OR STRUCTURES DURING EXCAVATION AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST NOTIFY ALL UTILITIES 48 HOURS PRIOR TO ANY EXCAVATION. UTILITY COORDINATION, POT-HOLING/SURVEYING SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
- PIPE, FITTINGS, VALVES, EQUIPMENT, ETC. TAGS & LABELS ARE PROVIDED AS A COURTESY FOR THE CONTRACTOR. IT IS NOT THE INTENT OF THESE CALL OUTS, LABELS, AND TAGS TO BE A MATERIAL LIST.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE THRUST BLOCKS, ANCHORS, RESTRAINTS, AND ADJUSTABLE SUPPORTS AS REQUIRED OR DIRECTED BY ENGINEER. NOT ALL REQUIRED PIPE SUPPORTS, HANGERS, ETC. ARE SHOWN.
- LOCATIONS OF DEVICES SHOWN ARE GENERAL IN NATURE. SEE PROCESS, MECHANICAL AND ELECTRICAL DRAWINGS FOR FURTHER DETAILS. EACH CONTRACTOR SHALL COORDINATE ALL FINAL EQUIPMENT LOCATIONS AND HOISTING HEIGHTS WITH OWNER AND ENGINEER.
- CONTRACTOR SHALL LEAK TEST OR PRESSURE TEST ALL PIPES PLACED BENEATH CONCRETE SLAB/RAISING, PRIOR TO PLACING CONCRETE. TEST SHALL BE WITNESSED BY OWNER REPRESENTATIVE. SEE SPECIFICATIONS FOR LEAK TEST AND PRESSURE TEST REQUIREMENTS.
- ALL PIPING SHALL BE SUPPORTED IN A MANNER WHICH SHALL PREVENT OVER STRESS ON ANY VALVE, FITTING, OR PIECE OF EQUIPMENT. PIPE SUPPORTS/HANGERS SHALL BE PROVIDED AT CHANGES IN DIRECTION OR ELEVATION, ADJACENT TO FLEXIBLE COUPLINGS, AND WHERE OTHERWISE SHOWN. PIPE SUPPORTS/HANGERS SHALL NOT BE INSTALLED IN EQUIPMENT ACCESS AREAS, WALKWAYS, OR OTHER ACCESS AREAS. PIPING SUPPORT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
- PIPE SUPPORTS/HANGERS SHALL NOT COME INTO DIRECT CONTACT WITH PIPE OF DISSIMILAR METAL. SUPPORTS AND HANGERS SHALL BE ISOLATED WITH INSULATING HEOPRENE STRIPS, OR AS APPROVED.
- ALL UTILITY INFORMATION SHOWN HEREIN IS BASED ON INFORMATION AVAILABLE TO ENGINEER AT TIME OF DESIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UTILITY DEPTHS AND LOCATIONS PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES AND INCIDENTAL DAMAGE CAUSED BY CONTRACTOR'S CONSTRUCTION OPERATIONS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED DIMENSIONS.
- ALL HANDICAPPED SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL STATE, LOCAL, AND ADA SPECIFICATIONS AS CURRENTLY IN EFFECT.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING FROM SITE ALL EXISTING PAVEMENT, SHRUBS, TREES AND EXISTING STRUCTURES NECESSARY FOR CONSTRUCTION. THE SITE PLAN DOES NOT IMPLY THAT THE ENGINEER OR OWNER ARE AWARE OF ALL EXISTING STRUCTURES OR OBSTRUCTIONS THAT MUST BE REMOVED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL FINISH ALL DISTURBED AREAS AS NOTIFIED ON PLANS OR IN SPECIFICATIONS. USACE GUIDELINES SHALL BE FOLLOWED FOR ALL AREAS WITHIN THE LEVEE CRITICAL ZONE.
- SITE GRADING SHALL BE IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.
- ALL WASTE CONCRETE AND EXCESS SOIL SHALL BE REMOVED FROM SITE AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL PROVIDE NECESSARY TRAFFIC CONTROL, AND COORDINATE WITH OWNER ANY ROADWAY.
- PIPE, FITTINGS, VALVES, EQUIPMENT, ETC TAGS AND LABELS ARE PROVIDED AS A COURTESY FOR THE CONTRACTOR. IT IS NOT THE INTENT OF THE CALLOUTS, LABELS AND TAGS TO BE A BILL OF MATERIALS LIST. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ITEMS EITHER CALLED OUT OR SHOWN IN THE DRAWINGS.
- THE ARCHITECTURAL AND STRUCTURAL BACKGROUNDS SHOWN ON THIS DRAWINGS ARE PROVIDED AS A COURTESY TO THE CONTRACTOR AND ARE TO BE USED FOR ILLUSTRATION PURPOSES ONLY.

Bartlett & West

WE ARE A FULL SERVICE ARCHITECT, ENGINEER, AND DESIGN FIRM. WE ARE CURRENTLY WORKING ON A VARIETY OF PROJECTS IN THE TOPEKA, KS AREA.

CIVIL GENERAL SITEWORK NOTES

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

30% DRAWINGS
FOR
CHARTER

DESIGNED BY:	ZAB
CHECKED BY:	RJD
APPROVED BY:	ADW
DESIGN PROJ:	2021R-001
PROJ. NO.:	2021R-001
NO. OF:	AS NOTED
DATE:	APRIL 2022
DRAWING NO.:	G-004
SHEET NO.:	3 OF 39

BIM BIDDING CODE: International Building Code (IBC), 2015 Edition, Risk Category II

Age	Dead Load		Live Load	
	Minimum	Design	Minimum	Design
1	1.0	1.0	1.0	1.0
2	1.0	1.0	1.0	1.0
3	1.0	1.0	1.0	1.0
4	1.0	1.0	1.0	1.0
5	1.0	1.0	1.0	1.0
6	1.0	1.0	1.0	1.0
7	1.0	1.0	1.0	1.0
8	1.0	1.0	1.0	1.0
9	1.0	1.0	1.0	1.0
10	1.0	1.0	1.0	1.0
11	1.0	1.0	1.0	1.0
12	1.0	1.0	1.0	1.0
13	1.0	1.0	1.0	1.0
14	1.0	1.0	1.0	1.0
15	1.0	1.0	1.0	1.0
16	1.0	1.0	1.0	1.0
17	1.0	1.0	1.0	1.0
18	1.0	1.0	1.0	1.0
19	1.0	1.0	1.0	1.0
20	1.0	1.0	1.0	1.0
21	1.0	1.0	1.0	1.0
22	1.0	1.0	1.0	1.0
23	1.0	1.0	1.0	1.0
24	1.0	1.0	1.0	1.0
25	1.0	1.0	1.0	1.0
26	1.0	1.0	1.0	1.0
27	1.0	1.0	1.0	1.0
28	1.0	1.0	1.0	1.0
29	1.0	1.0	1.0	1.0
30	1.0	1.0	1.0	1.0
31	1.0	1.0	1.0	1.0
32	1.0	1.0	1.0	1.0
33	1.0	1.0	1.0	1.0
34	1.0	1.0	1.0	1.0
35	1.0	1.0	1.0	1.0
36	1.0	1.0	1.0	1.0
37	1.0	1.0	1.0	1.0
38	1.0	1.0	1.0	1.0
39	1.0	1.0	1.0	1.0
40	1.0	1.0	1.0	1.0
41	1.0	1.0	1.0	1.0
42	1.0	1.0	1.0	1.0
43	1.0	1.0	1.0	1.0
44	1.0	1.0	1.0	1.0
45	1.0	1.0	1.0	1.0
46	1.0	1.0	1.0	1.0
47	1.0	1.0	1.0	1.0
48	1.0	1.0	1.0	1.0
49	1.0	1.0	1.0	1.0
50	1.0	1.0	1.0	1.0
51	1.0	1.0	1.0	1.0
52	1.0	1.0	1.0	1.0
53	1.0	1.0	1.0	1.0
54	1.0	1.0	1.0	1.0
55	1.0	1.0	1.0	1.0
56	1.0	1.0	1.0	1.0
57	1.0	1.0	1.0	1.0
58	1.0	1.0	1.0	1.0
59	1.0	1.0	1.0	1.0
60	1.0	1.0	1.0	1.0
61	1.0	1.0	1.0	1.0
62	1.0	1.0	1.0	1.0
63	1.0	1.0	1.0	1.0
64	1.0	1.0	1.0	1.0
65	1.0	1.0	1.0	1.0
66	1.0	1.0	1.0	1.0
67	1.0	1.0	1.0	1.0
68	1.0	1.0	1.0	1.0
69	1.0	1.0	1.0	1.0
70	1.0	1.0	1.0	1.0
71	1.0	1.0	1.0	1.0
72	1.0	1.0	1.0	1.0
73	1.0	1.0	1.0	1.0
74	1.0	1.0	1.0	1.0
75	1.0	1.0	1.0	1.0
76	1.0	1.0	1.0	1.0
77	1.0	1.0	1.0	1.0
78	1.0	1.0	1.0	1.0
79	1.0	1.0	1.0	

Roof live loads on supporting elements may be reduced in accordance with ASCE 7-98. Collateral roof loads shall be superimposed on actual structural member loads. The collateral loads shall be applied on all roof framing members, deck, purlins, frames, etc. The collateral load shall not be included to wind uplift.

W LOADS:	
Ground Snow Load:	20 psf
Flat Roof Snow Load:	14 psf
Snow Exposure Factor:	1.0
Snow Importance Factor:	1.0
Thermal Factor:	1.0

Basic Wind Speed:	115 MPH (3-Second Gust)
Wind Exposure:	C

Seismic Importance Factor	1.0
Seismic Site Class	C
Seismic Design Category	D
S _s	0.102g
S ₁	0.062g
S _w	0.106g

Method of Analysis: Equivalent Lateral Force

geotechnical investigation. The results of the geotechnical investigation shall be reviewed by an engineer of record for review. The geotechnical investigation must, at the minimum, include the following:

- Sufficient soil borings shall be made to verify that the presumptive $1,500 \text{ psf}$ in undisturbed soils and engineered fills used for design.
- Laboratory tests shall be made as necessary to verify that the total and differential settlement is less than $1/2"$, no shrink/swell potential.

2. Remove all soil containing organic material and prepare the casting pad in geotechnical investigation.

4. Foundations shall be designed to resist the following loads:
 - a. Dead load (including self weight) shall be based on the actual weight of the structure and shall be allowed to allow for a soil volume change zone of 2" thick under the foot and slab and 4" thick under the beams. The above shall be shown on the drawings with non-reinforced fill removed soil per specification.
 - b. Soil supported foundation
 - c. Design bearing pressure (net) is 1,500 psf for foundations bearing on stiff, natural clay soils and on compacted gravel. Bearing material shall be verified by a licensed geotechnical engineer.
 - d. Foundations shall have earth formed areas where feasible. The top of the foundation shall be finished to the design dimension. The finished surface shall be sloped to have no less than the design dimension, and no more than 6" greater than the design dimension.
 - e. Exterior walls shall slope away from the structure a minimum of 1/4" per foot or unless noted otherwise.
5. Do not block foundation/vent walls and unless the restraining walls or adequate bracing are in place, all fasciis shall be placed and compacted in accordance with the following:
 - a. The top layer of fasciis shall be placed and compacted to be placed parallel with all vents retaining. A flat frame w/naped main tie (drawing to design in a tunnel or otherwise) shall extend and spaced vertically along the entire length of the fasciis.
 - b. The contractor shall be responsible for the design of the fasciis, and the contractor shall be responsible to ensure that this drainage layer, drain tie or weep holes have been properly installed.
 - c. The fasciis shall slope away from the structure a minimum of 1/4" per foot unless noted otherwise.

† All structural concrete has been designed in accordance with the ACI 318.

- | Location | Min. f _c | Max. w/c ratio | Min. f _c | Type |
|----------------|---------------------|----------------|---------------------|------|
| Foundations | 4,500 psi | 0.45 | 6% ± 1.5% | 10 |
| Interior Slabs | 4,000 psi | 0.48 | Max. 2% | 10 |
| Exterior Slabs | 5,000 psi | 0.45 | 6% ± 1.5% | 10 |
| Walls | 4,000 psi | 0.45 | 6% ± 1.5% | 10 |

- 3. Submittals**
- A.** Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, sealants, joint systems, curing compounds, miscellaneous materials, and others if used. Provide data from the Manufacturer and Contractor.
- B.** Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 318 "Manual of Standard Practice for Designing Reinforced Concrete Structures" according to bid schedule. Stamp drawing, seal by Designer, and arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- C.** Laboratory test reports for concrete materials and mix design test.
- D.** Material certificates for test specimens, including Manufacturer and Contractor, certifying that each material item complies with or exceeds specified requirements, that sign material certificates. Provide certification from admixture manufacturers that admixtures do

- A. Design items:
 - 1. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or approved design methods as specified in ACP 321.
 - 2. Submit written reports to Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until Engineer has reviewed and approved mix designs.
- B. Maximum size of concrete details:
 - 1. All reinforcement of concrete shall be specified 3/4" inside forms or topped to 3/4" unless U.M.C.
 - 2. Slabs in grade shall have construction joints and control joints (sawer joints) to divide the slab into panels, each not to exceed 25 square feet. The long dimension shall not exceed the short dimension by more than 20%. Joints shown on the drawings are recommendations.
 - 3. Proposed locations for actual joints shall be submitted to the Engineer for approval.
 - 4. All construction joints shall be finished with a smooth, straight, and stable, A-11 shall be thoroughly cleaned and properly roughened to 1/4" amplitude prior to placing adjacent concrete.
 - 5. The contractor shall be responsible for the design of all form, temporary trestling and shoring.
 - 6. All aluminum shall be embedded in concrete.

- C.** Conducts and piping embedded in concrete shall be spaced a minimum of four diameters center to center. Outside diameters shall be less than 30% of the member thickness. Embedded items shall be placed between layers of rebar. No conduit may be embedded in slabs on metal deck.
- Plain concrete, reinforced concrete, post-tensioned concrete, or concrete masonry develop cracks.** Cracks are due to shrinkage, curing, and restraining effects. Cracks are normally considered as cosmetic and do not affect strength requirements. Joints may be indicated by control cracking, but are not meant to eliminate all cracking, as this is not practical. The contractor shall use standard means to ensure proper protection and curing of cementitious materials to reduce cracking.

† β strength of prestressed concrete with the steel designed in accordance with the building code.

- [illegible]

Abstract

- | Type | ASTM | Grade |
|---------------------------|-------|----------|
| Reinforcing Bars | A615 | 60 |
| Weldable Reinforcing Bars | A706 | 60 |
| Welded Wire Fabric (WVF) | A185 | 60 (min) |
| Deformed Bar Anchors | A706 | 60 |
| Anchor Bolts | F1554 | 36 |

2. Details:
- A. Welding of reinforcing bars is prohibited unless otherwise permitted. When welding is approved, it shall be in accordance with AWS D1.1 "Welding Reinforcing Steel, ACI 308R-90, and the fabricator shall be responsible for the weld quality.
 - B. Shop drawings shall be submitted with reinforcing steel in accordance with ACI 318.
 - C. Reinforcement shall be installed in accordance with the plans. The fabricator shall develop 70% of the specified yield strength of the bar.
3. Fabrication:
- A. All reinforcing (bars, embeddings, WWF, etc.) shall be supplied on chromosomes of the design dimensions. Spacing shall be sufficiently close to prevent dislodgement or permanent deformation due to concrete placement, traffic, or vibration. "Punching" in "punching" shall be reinforcing is not an acceptable method for placing reinforcement. Chromobars shall be used in the finished coated bar or the reinforcement shall be welded to the chromobars. Chromobars shall have bottom plates and be reinforced to prevent corrosion. Anchor bolts shall be held in place by a device sufficiently strong to prevent movement.
 - B. Maintain ACI 308 cover on reinforcing as shown in the "Typical Cross Section" table. Spacing shall be maintained in accordance with the design drawings. Reference shall be made to the design drawings for reinforcement details.
 - C. Coverages in walls or structural slabs shall be maintained in detail.
 - D. All reinforcing bars are to be made continuous or lapped per the reinforcing bar schedule. The weld fabricator shall be responsible for the weld quality.

- B. Internal fiber reinforcing for concrete members:
 - 1. Formwork for concrete members must be designed for non-structural crack control and are not meant to replace reinforcing steel. Fibers shall be polyester fibers of random lengths as specified by Supplier for approved epoxy. Fibers shall be added at the site at a rate of 100 parts per cubic yard.
 - 2. Fibers shall be mixed in this truck mixer or fibers are thoroughly integrated into the concrete before placement.
 - 3. When the concrete is finished, it is left to show exposed fibers to disintegrate. (Lullington's Concrete Fibers, Inc. 10000 10th Avenue, Suite 100, Longwood, FL 32750-3000) Fibers are not grinding from the concrete.
- C. Fiber reinforcing for concrete members:
 - A. Materials for concrete members shall be carbon fiber and compatible resin. Materials shall be suitable for external application. Fiber and resin shall be Mowbray CF 100 as recommended by Watson Bros. Inc. 10000 10th Avenue, Suite 100, Longwood, FL 32750-3000.
 - B. Concrete surfaces shall be lightly sand blasted to remove surface oil and open concrete pores. All dust shall be removed from concrete surface with dry air compressed air.
 - C. Apply an epoxy resin putty fill to the surface to provide adhesion to the concrete and to level and surface.
 - D. Apply first resin coat to wet the surface. The surface is left to wet, apply carbon fiber mat to the surface and apply a second resin coat. The surface is left to wet, apply carbon fiber mat, sand and lay a minimum of 3 coats.
 - E. Apply epoxy resin coat to the surface and apply a positive barrier for carbon fiber.
 - F. Allow the system to lay down for 72 hours. Then apply surface finish to match existing concrete.

SINGULAR STEEL

1. Structural steel shall meet the latest Code of Standard Practice for Steel Buildings and Bridges, and has been designed in accordance with the building code and AISI "Manual of Steel Construction, Allowable Stress Design, Thirteenth Edition".
2. All connections not detailed or otherwise noted shall be designed by the fabricator and highlighted for the engineer of record's review. Connection design shall be submitted to the engineer for review bearing the seal and signature of a professional engineer licensed in the state where this project is located.
- A. All moment connections as indicated on the drawings shall develop the full moment capacity of the connected members. Moment connections shall be selected type A or B.

- | Type | ASTM Grade |
|------|------------|
|------|------------|

W & WT Shapes	A592	—
Plates, Channels, Angles	A36	—
Pipes	A53	—
HSS Round Sections	A500	B (42 ksi)
HSS Rectangular Sections	A500	B (46 ksi)
Structural Bolts	A325	—
Erection Bolts	A307	—

4. All bolted connections shall be standard AISC bearing type framing connection using 3/4" A325 or larger bolts. Details shall be end-anchorage or shear-plate connections.
5. A. Bolted connections shall be designed to resist full factored flexion (pretensioned bolts) and shear (standard bolts).
6. A325 bolts shall satisfy ultimate loads.
7. B. Bolted connections shall be designed to resist ultimate loads with full factored tension (ultimate loads) and shear (ultimate loads) for all connections.
8. All welded connections shall be designed to resist ultimate loads with full factored tension (ultimate loads) and shear (ultimate loads) for all connections.
9. All welds shall be in accordance with AWS Code, Section D1. All welds shall be at least 1/4" thick.
10. Steel framing members shall only be spliced at locations as shown on the design drawings and in accordance with the following:
11. A. All splices shall be full-strength splices.
12. B. No openings shall be located in the flange or web of steel members without the approval of the Engineer.
13. C. All splices shall be designed to resist full factored loads.
14. D. Balanced structural steel shall conform to ASTM A121 for columns and ASTM A151 for beams.
15. E. All structural steel shall be designed to resist full factored loads.
16. F. All structural steel shall be designed to resist full factored loads.
17. G. All structural steel shall be designed to resist full factored loads.
18. H. All structural steel shall be designed to resist full factored loads.
19. I. All structural steel shall be designed to resist full factored loads.
20. J. All structural steel shall be designed to resist full factored loads.
21. K. All structural steel shall be designed to resist full factored loads.
22. L. All structural steel shall be designed to resist full factored loads.
23. M. All structural steel shall be designed to resist full factored loads.
24. N. All structural steel shall be designed to resist full factored loads.
25. O. All structural steel shall be designed to resist full factored loads.
26. P. All structural steel shall be designed to resist full factored loads.
27. Q. All structural steel shall be designed to resist full factored loads.
28. R. All structural steel shall be designed to resist full factored loads.
29. S. All structural steel shall be designed to resist full factored loads.
30. T. All structural steel shall be designed to resist full factored loads.
31. U. All structural steel shall be designed to resist full factored loads.
32. V. All structural steel shall be designed to resist full factored loads.
33. W. All structural steel shall be designed to resist full factored loads.
34. X. All structural steel shall be designed to resist full factored loads.
35. Y. All structural steel shall be designed to resist full factored loads.
36. Z. All structural steel shall be designed to resist full factored loads.

CEILING AND FLOOR PLATE

7. Grating shall be fabricated to support per manufacturer's recommendations, using interior or exterior grade steel, and shall be fabricated to meet the following:
 - a. Steel grating shall be tandem welded, rectangular design. Type OW as manufactured by Tru-Flite Company is approved steel. Main bearing bars shall be 1-1/4" x 3/16" standard 1-3/16" o.d., Cr. 1018 steel with recessed welds on top of bearing bars.
 - b. No notching or cutting of bearing bars below welding is permissible.
 - c. Finish shall be as per (asmanufactured).
 8. Aluminum grating shall be welded, rectangular design. Type TPT as manufactured by Tru-Flite Company, or approved equal. Main bars to be the size shown on the details, approx. 3/16" center-to-center. Cross bars shall be rectangular cross section, flat top and spaced 4" on center. Cr. 6061-T6 aluminum. Welds shall be in accordance with AWS D1.10 and shall have and have their sides sloped filed by the fabricator.
 9. Fiberglass grating shall be Fibergrip Rippled I molded grating as manufactured by Fibergrip Company, Inc.
 - a. Fiberglass grating and accessories, including embossed support angles, shall be subject to a single manufacturer's specifications.
10. Floor plates shall be A750 (or A572), diamond pattern, with end-recessed edges, and shall be to supporting members with #12 SS bolts at 12" o.c. along panel support hangers and at 24" o.c. along end supports.

MISCELLANEOUS METALS

1. All connections shall be compatible with materials being connected unless fully isolated with plastic material.
2. Aluminum shall conform to ASTM B221, alloy 5053-T52 for handrail and alloy 6061-T6 for structural shapes.
3. Stainless steel shapes shall conform to ASTM A276, Type 304. When welding is required, stainless steel shall be welded with stainless steel electrodes.

MISCELLANEOUS

- The specifications are part of the construction documents and must be used in conjunction with the contract documents. The specifications should be written in a way that:
- Do not state plans for the purpose of establishing a contract.
 - Define details "typical" are intended to represent a condition that occurs at several locations on the project.
 - The structural plans represent the structure in the completed condition. It is the contractor's responsibility to determine the means and methods to be used to construct the structure and provide any temporary shoring or bracing required to safely construct the structure and prevent damage to the structure.
 - Slope on grade and elevated slabs are not designed to support columns, lintels, masonry, or other loads not as such. It is the contractor's responsibility to determine if foundation excavation is required to place slabs on grade.
 - The contractor shall remove and approve all equipment down prior to submitting final all change orders that do not require the construction documents.
 - The contractor shall be responsible for the design of all electrical, mechanical and equipment weight prior to commencing construction.
 - The contractor shall be responsible for the design of all structural elements to the structure to be built including weak floors in a way that does not adversely affect structural members. Notwithstanding, the contractor shall be responsible for the design of the structure to be built.
 - When the contractor or its subcontractor(s) talks to a contractor of the project of the structure in with the plans and specifications, the contractor shall be solely responsible for the verification of the structural conditions and the contractor shall be responsible for the verification of the structure brought to the engineer's attention. The engineer may be asked to review the contractor to modify the structure to meet the requirements of the contract documents.
 - The contractor shall be responsible for the design of the structure to be built and shall be responsible for the design of the structure to be built.
 - The contractor shall be responsible for the design of the structure to be built and shall be responsible for the design of the structure to be built.

REINFORCEMENT TENSION LAPS, EMBEDMENT, AND HOOK LENGTHS					
BAR SIZE	CLASS "A" LAP (INCHES)		CLASS "B" LAP (INCHES)		HOOKS (INCHES)
	TOP BARS	OTHER BARS	TOP BARS	OTHER BARS	
#3	19	15	24	18	8
#4	25	19	32	25	10
#5	31	24	40	31	13
#6	37	29	48	37	15
#7	54	42	70	54	17
#8	62	48	80	62	19
#9	70	54	90	70	22
#10	77	60	100	77	24
#11	85	66	110	85	26

- NOTES:
1. $f_c = 4,000$ PSI, $f_y = 60,000$ PSI
 2. REINFORCE CONFORM TO MINIMUM PROVISIONS OF ACI 318-14 FOR UNCAUGHT BARS ENCLOSED BY PROPERLY SPACED HALF STIRRUPS
 3. TOP BARS APPLY WHEN BARS ARE STAGGERED TO LAP OR THE BARS AT ONE LOCATION ON BARS ARE LAPPED AT THE OTHER END OF THE MINIMUM LAP LENGTH
 4. IF THE REINFORCEMENT IS CLASSIFIED AS "SMALLER THAN CLASS" LAP APPLY WHEN ALL BARS ARE LAPPED AT A LOCATION OF THE REINFORCEMENT
 5. TOP BARS ARE HORIZONTAL. BARS PLACED SO THAT MORE THAN 12" OF CONCRETE IS CAST BELOW THE REINFORCEMENT.
 6. DEVELOPMENT AND EMBEDMENT REQUIREMENTS HAVE THE SAME VALUES.
 7. CLEAR SPACING OF REINFORCEMENT SHALL NOT BE LESS THAN 1" OR 1 BAR DIAMETER, IF THE CLEAR SPACING IS LESS THAN SPECIFIED, MULTIPLY THE ABOVE LENGTHS BY 1.5.
 8. CLEAR COVER FOR REINFORCEMENT SHALL NOT BE LESS THAN 1 BAR DIAMETER AS SPECIFIED OR 1 1/2" FOR ACI 318-14. IF THE CLEAR COVER IS LESS THAN SPECIFIED, MULTIPLY THE ABOVE LENGTHS BY 1.5.
 9. MULTIPLY THE ABOVE LENGTHS BY 1.3 FOR CONCRETE WITH LIGHTWEIGHT AGGREGATE.
 10. MULTIPLY THE ABOVE LENGTHS BY 1.5 FOR EPOXY COATED REINFORCEMENT.
 11. FOR CONCRETE STRENGTHS OTHER THAN 4,000 PSI, MULTIPLY THE ABOVE LENGTHS BY $(\frac{f_c}{4,000})^{1/4}$ (f_c in PSI).

STANDARD HOOK GEOMETRY			
TYPICAL TENSION BARS			

TYPE	BAR SIZE	MIN. BEND DIA.	EXTENSION
90-DEGREE HOOK	#3 - #8	8d.	12d.
	#9 - #11	8d.	
	#14, #18	10d.	
180-DEGREE HOOK	#3 - #8	8d.	Greater of 4d. and 2.5"
	#9 - #11	8d.	
	#14, #18	10d.	

	#14, #15	10d.	
STRIPS, TIES AND HOOPS			
TYPE	BAR SIZE	MIN. BEND DIA.	EXTENSION
90-DEGREE HOOK	#3 - #5	4d.	Greater of 6d. and 3"
	#6 - #8	6d.	12d.
135-DEGREE HOOK	#3 - #5	6d.	Greater of 6d. and 3"
	#6 - #8	8d.	
180-DEGREE HOOK	#3 - #5	6d.	Greater of 4d. and 3"
	#6 - #8	8d.	

TYPICAL CONCRETE COVER			
EXPOSURE	MEMBER	REINF.	COVER
CAST AGAINST AND PERMANENTLY IN CONTACT WITH SOIL	ALL	ALL	2"
EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	ALL	#6, #8 AND SMALLER	1 1/2"
SLABS, JOISTS, AND WALLS		#16, #18	1 1/2"
		#11 AND SMALLER	3/4"
NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	BEAMS, COLUMNS, PRESTRESSING AND TENSION	PRIMARY REINF. STIRRUPS, TIES, TIES	1 1/2"

BAR IS ONE INCH ON OFFICIAL DRAWINGS. IF  1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

Bartlett & West

STRUCTURAL - STANDARD NOTES

**NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS**

DRAWINGS FOR

DESIGNED BY:	MUN
DRAWN BY:	JRW
APPROVED BY:	MUN
DESIGN PRICE:	20319.001
CONST:	20319.001
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO.:	G-005

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1. Continuous Inspections - N/A
2. Periodic Inspections:
 - A. Fastener assemblies of suitable condition, placed in all holes and washers (if required) are positioned as required.
 - B. Joint brought to the snug-tight condition prior to pretensioning operation.
 - C. Fastener component not turned by the wrench prevented from rotating.
 - D. Bolts are pretensioned in accordance with RCSC Specification, progressing systematically from the most rigid point toward the free edges.

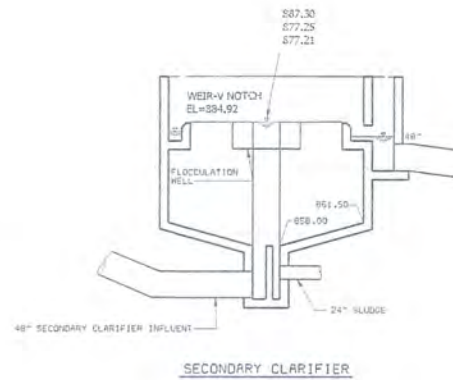
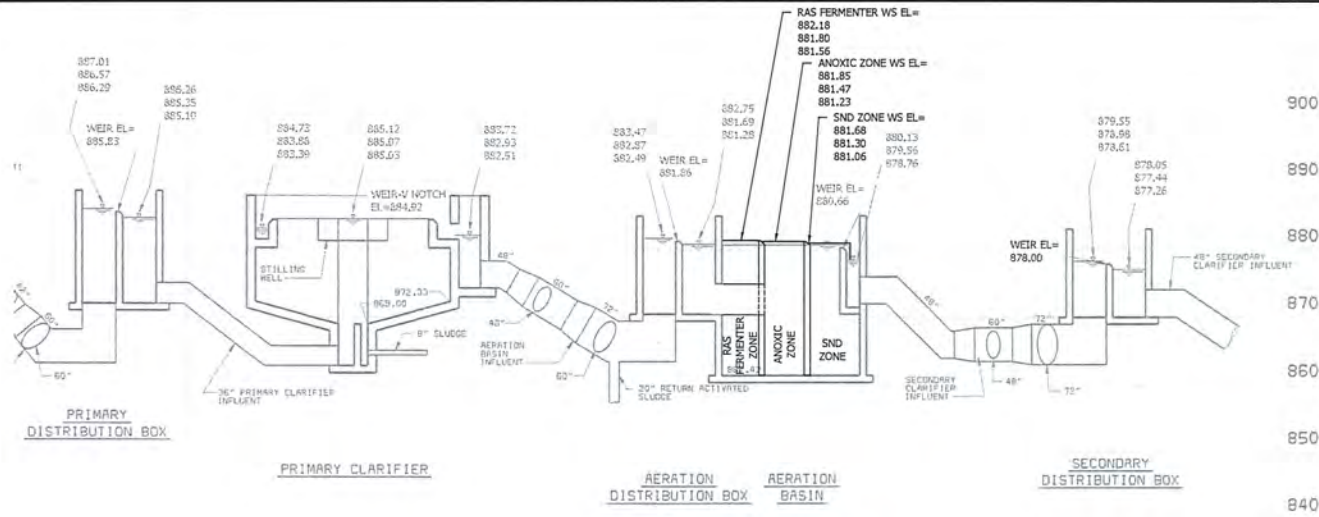
- i. Continuous inspections
- a. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill
2. Periodic Inspections
- a. Materials below shallow foundations are adequate to achieve the design bearing capacity.
- b. Excavations are extended to proper depth and have required proper material.
- c. Perform classification and testing of compacted fill materials.
- d. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.
- i. During fill placement, the special inspector shall verify that proper materials and procedures are used in accordance with the provisions of the approved geotechnical report.

**NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KANSAS**

3% DRAWINGS FOR CLEAR RTP

DESIGNED BY:	MJR
DRAWN BY:	JRW
APPROVED BY:	MJR
DESIGN PM#:	20318.00
CONST:	20315.00
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO:	G-006
SHEET NO:	5 of 99

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.



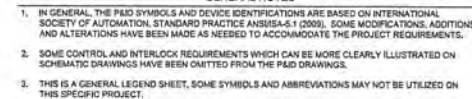
1 HYDRAULIC PROFILE
NOT TO SCALE

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NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

DESIGNED BY:	###
DRAWN BY:	###
APPROVED BY:	###
DESIGN PROJ:	*****
CONST PROJ:	*****
SCALE:	AS NOTED
DATE:	*****
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SHEET NO:	7 OF 39



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UNITED STATES

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 (SEALING PROJ.)
 CONECT PROJ.
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 DATE:
 DRAWING NO: **G-011**
 SHEET NO: 9 OF 39

SYSTEM CODE ABBREVIATIONS

ACE	ACETIC ACID	FRG	FERRIC CHLORIDE	PACL	POLYALUMINUM CHLORIDE
ACT	ACETYLIDE	FRS	FERRIC SULFATE	PAR	PREFILTRATION
AER	AERATION SYSTEM	FUE	DIESEL FUEL	PER	PEROXIDE PEROXIDE
AFR	AIR, AERATION OR PROCESS	FW	FIRE WATER	PEW	PLANT EFFLUENT WATER
ALS	ALUMINUM SULFATE	GAC	GRANULAR ACTIVATED CARBON	PO4	PHOSPHORIC ACID
ARG	ARGON	GOS	GASEOUS OXYGEN	POLY	POLYMER
ARW	AIR WASH	GRS	GREASE	PPF	PHOSPHATE
AS	ANTISALANT	GRT	GRIT	PRC	PRIMARY CLARIFICATION
ASH	ASH	QSL	QASOLINE	PRS	PRIMARY SLUDGE
BAL	BALLASTED FLOCCULATION	HCL	HYDROCHLORIC ACID	PSG	PRIMARY SCUM
BIO	BIOLOGICALS	HCO3	CARBONIC ACID	PSC	PRESEDIMENTATION
BIR	BLOTTER	HEL	HELIUM	PW	POTABLE WATER
BLS	BLENDED SLUDGE	HFL	HYDRAULIC FLUID	RAS	RETURN ACTIVATED SLUDGE
BNR	BRINE	HFS	HYDROFLUOSILIC ACID (FLUORIDE)	REC	RECYCLED SLUDGE
BW	BACKWASH FOR MEMBRANE OR FILTER	HSD	SULFURIC ACID	RCW	RECLAIMED WATER
CA	CITRIC ACID	HW	HOT OR HEATING WATER	REF	REFRIGERANT
CAL	CALCIUM HYPOCHLORITE	HYD	HYDROGEN	RES	RESIDUALS
CAH	LIME, HYDRATED	WC	WATER	ROS	REVERSE OSMOSIS
CAI	COMPRESSED AIR, INSTRUMENT	INFP	INFLUENT PUMPING	RW	RAW WATER
CAJ	LIME, QUICKLIME	INT	INTAKE	RWP	RAW WATER PUMPING
CAS	CARBON SLURRY	IRW	IRRIGATION WATER	RWS	RAW WATER STORAGE
CATS	CALCIUM THIOSULFATE	KMN	POTASSIUM PERMANGANATE	SCL	SECONDARY CLARIFICATION
CDW	CONDENSATE WATER	LAG	LAGOON STORAGE	SCR	SCREENINGS
CEB	CHEMICAL ENHANCED BACKWASH FOR MEMBRANE	LAP	LAND APPLICATION	SEP	SEPTAGE
CEH	CENTRATE	LM	LIME, STABILIZATION	SET	SETTLED WATER
CL	CLORINE	LOX	LIQUID OXYGEN	SEW	SEWAGE
CL2	CHLORINE DIOXIDE	LP	LP GAS OR PROPANE GAS	S02	SULFUR DIOXIDE
CLO3	CHLORINE DIOXIDE	MEG	METHANE GAS	S2C	SECONDARY SCUM
CMG	COMPRESSED AIR, SERVICE	MEM	MEMBRANE	STM	STEAM
CMS	CARBON DIOXIDE	MGH	MAGNESIUM HYDROXIDE	STW	STORM WATER
COA	COAGULATION	MIL	MILK LIGUL	STW	STORM WATER
COLW	COOLING WATER	NAC	SODA ASH	SW	SURFACE WASH
COP	COPPER SULFATE	NAF	SODIUM FLUORIDE	SWT	SEAL WATER
CUF	DISSOLVED AIR FLOTATION	NAL	SODIUM ALUMINATE	TF	TRICKLING FILTER
DCB	DISINFECTION CONTACT BASIN	NADH	SODIUM HYDROXIDE	THK	THICKENING
DEL	DECHLORINATION	NAM	SODIUM ALUMINATE	THPS	THICKENED PRIMARY SLUDGE
DEW	DEIONIZED WATER	NASF	SODIUM SULFIDE	TW	TREATED WATER
DET	DETERGENT	NAX	SODIUM HEXAMETAPHOSPHATE	TWAS	THICKENED WASTE ACTIVATED SLUDGE
DGA	DIGESTION, AEROBIC	NBC	SODIUM BICARBONATE	VAC	VACUUM
DGM	DIGESTER GAS MIXING	NCL	SODIUM CHLORIDE	VAC	VACUUM
DGS	DIGESTER GAS	NCL2	SODIUM CHLORIDE	VW	WASH WATER
DGS	DIGESTER SLUDGE	NHS	ANHYDROUS AMMONIA	WWP	WASTEWATER PUMPING
DGS	DIGESTION, ANAEROBIC	NH4	AMMONIA	WWT	WET WEATHER TREATMENT
DRN	DRAINAGE	NH5	SODIUM BISULFITE	WWW	WASTE WASH WATER
DWT	DEWATERING	NH6	NITROUS OXIDE	ZOP	ZINC ORTHOPHOSPHATE
EFP	EFFLUENT PUMPING	NH7	NITROGEN		
EQB	EQUALIZATION BASIN	MOCL	SODIUM HYPOCHLORITE		
EXH	ENGINE EXHAUST	NH8	NITROGEN		
FEE	FERRIC CHLORIDE	NH9	NITROGEN		
FES	FERRIC SULFATE	NH10	NITROGEN		
FLO	FLOCCULATION	NH11	NITROGEN		
FLT	FILTRATION	NH12	NITROGEN		
FO	FUEL OIL	NH13	NITROGEN		

PROCESS CODE ABBREVIATIONS

AC	ACETIC ACID	ACW	ACETYLIDE	ACW	ACETYLIDE
ACT	ACETYLIDE	AFR	AIR, AERATION OR PROCESS	AFR	AIR, AERATION OR PROCESS
ALS	ALUMINUM SULFATE	ALS	ALUMINUM SULFATE	ALS	ALUMINUM SULFATE
ARG	ARGON	ARG	ARGON	ARG	ARGON
ARW	AIR WASH	ARW	AIR WASH	ARW	AIR WASH
AS	ANTISALANT	AS	ANTISALANT	AS	ANTISALANT
ASH	ASH	ASH	ASH	ASH	ASH
BAL	BALLASTED FLOCCULATION	BAL	BALLASTED FLOCCULATION	BAL	BALLASTED FLOCCULATION
BIO	BIOLOGICALS	BIO	BIOLOGICALS	BIO	BIOLOGICALS
BIR	BLOTTER	BIR	BLOTTER	BIR	BLOTTER
BLS	BLENDED SLUDGE	BLS	BLENDED SLUDGE	BLS	BLENDED SLUDGE
BNR	BRINE	BNR	BRINE	BNR	BRINE
BW	BACKWASH FOR MEMBRANE OR FILTER	BW	BACKWASH FOR MEMBRANE OR FILTER	BW	BACKWASH FOR MEMBRANE OR FILTER
CA	CITRIC ACID	CA	CITRIC ACID	CA	CITRIC ACID
CAL	CALCIUM HYPOCHLORITE	CAL	CALCIUM HYPOCHLORITE	CAL	CALCIUM HYPOCHLORITE
CAH	LIME, HYDRATED	CAH	LIME, HYDRATED	CAH	LIME, HYDRATED
CAI	COMPRESSED AIR, INSTRUMENT	CAI	COMPRESSED AIR, INSTRUMENT	CAI	COMPRESSED AIR, INSTRUMENT
CAJ	LIME, QUICKLIME	CAJ	LIME, QUICKLIME	CAJ	LIME, QUICKLIME
CAS	CARBON SLURRY	CAS	CARBON SLURRY	CAS	CARBON SLURRY
CDW	CONDENSATE WATER	CDW	CONDENSATE WATER	CDW	CONDENSATE WATER
CEB	CHEMICAL ENHANCED BACKWASH FOR MEMBRANE	CEB	CHEMICAL ENHANCED BACKWASH FOR MEMBRANE	CEB	CHEMICAL ENHANCED BACKWASH FOR MEMBRANE
CEH	CENTRATE	CEH	CENTRATE	CEH	CENTRATE
CL	CLORINE	CL	CLORINE	CL	CLORINE
CL2	CHLORINE DIOXIDE	CL2	CHLORINE DIOXIDE	CL2	CHLORINE DIOXIDE
CLO3	CHLORINE DIOXIDE	CLO3	CHLORINE DIOXIDE	CLO3	CHLORINE DIOXIDE
CMG	COMPRESSED AIR, SERVICE	CMG	COMPRESSED AIR, SERVICE	CMG	COMPRESSED AIR, SERVICE
CMS	CARBON DIOXIDE	CMS	CARBON DIOXIDE	CMS	CARBON DIOXIDE
COA	COAGULATION	COA	COAGULATION	COA	COAGULATION
COLW	COOLING WATER	COLW	COOLING WATER	COLW	COOLING WATER
COP	COPPER SULFATE	COP	COPPER SULFATE	COP	COPPER SULFATE
CUF	DISSOLVED AIR FLOTATION	CUF	DISSOLVED AIR FLOTATION	CUF	DISSOLVED AIR FLOTATION
DCB	DISINFECTION CONTACT BASIN	DCB	DISINFECTION CONTACT BASIN	DCB	DISINFECTION CONTACT BASIN
DEL	DECHLORINATION	DEL	DECHLORINATION	DEL	DECHLORINATION
DEW	DEIONIZED WATER	DEW	DEIONIZED WATER	DEW	DEIONIZED WATER
DET	DETERGENT	DET	DETERGENT	DET	DETERGENT
DGA	DIGESTION, AEROBIC	DGA	DIGESTION, AEROBIC	DGA	DIGESTION, AEROBIC
DGM	DIGESTER GAS MIXING	DGM	DIGESTER GAS MIXING	DGM	DIGESTER GAS MIXING
DGS	DIGESTER GAS	DGS	DIGESTER GAS	DGS	DIGESTER GAS
DGS	DIGESTER SLUDGE	DGS	DIGESTER SLUDGE	DGS	DIGESTER SLUDGE
DGS	DIGESTION, ANAEROBIC	DGS	DIGESTION, ANAEROBIC	DGS	DIGESTION, ANAEROBIC
DRN	DRAINAGE	DRN	DRAINAGE	DRN	DRAINAGE
DWT	DEWATERING	DWT	DEWATERING	DWT	DEWATERING
EFP	EFFLUENT PUMPING	EFP	EFFLUENT PUMPING	EFP	EFFLUENT PUMPING
EQB	EQUALIZATION BASIN	EQB	EQUALIZATION BASIN	EQB	EQUALIZATION BASIN
EXH	ENGINE EXHAUST	EXH	ENGINE EXHAUST	EXH	ENGINE EXHAUST
FEE	FERRIC CHLORIDE	FEE	FERRIC CHLORIDE	FEE	FERRIC CHLORIDE
FES	FERRIC SULFATE	FES	FERRIC SULFATE	FES	FERRIC SULFATE
FLO	FLOCCULATION	FLO	FLOCCULATION	FLO	FLOCCULATION
FLT	FILTRATION	FLT	FILTRATION	FLT	FILTRATION
FO	FUEL OIL	FO	FUEL OIL	FO	FUEL OIL

FUNCTION CODE ABBREVIATIONS

ACC	AERATOR, COARSE BUBBLE DIFFUSED	DFT	DIFFUSER, TANK	HYD	HYDRANT, FIRE	SAMP	SAMPLER	VBA	VALVE, AWWA BALL
ADM	ACTIVATION CHAMBER	DCAP	DIGESTER, ANAEROBIC PRIMARY	HYD	HYDRANT, FIRE	SAMP	SAMPLER	VBA	VALVE, AWWA BALL
AD	AIR DRYER	DQAS	DIGESTER, ANAEROBIC SECONDARY	INJ	INJECTOR, CHEMICAL	SC	SOLID WEIGHT	VBF	VALVE, AWWA BUTTERFLY
ADT	AERATOR, FINE PORE DIFFUSED	DGE	DIGESTER, AEROBIC	LS	LIME SLAKER	SCB	SCRUBBER	VBF	VALVE, BACKFLOW PREVENTER
ATS	AERATOR, SURFACE	DIF	DIFFUSER, CHANNEL	M	MOTOR	SCC	SLUDGE COLLECTOR, CIRCULAR	VBM	VALVE, BALL MISCELLANEOUS
AF	AIR FILTER	DPS	DIAPHRAGM SEAL	MBM	MEMBRANE, MICROFILTRATION	SCFC	SLUDGE COLLECTOR, FLOC-CLARIFYING	VCM	VALVE, COMBINATION AIR RELEASE AND VACUUM BREAK
AFC	AFTERCOOLER	DSLV	DISINFECTION UNIT, UV	MBM	MEMBRANE, MICROFILTRATION	SC	SCALE	VCM	VALVE, CHECK
AFD	ADJUSTABLE FREQUENCY DRIVE	DUC	DUST COLLECTOR	MBM	MEMBRANE, MICROFILTRATION	SCG	SLUDGE COLLECTOR, GROSS	VCM	VALVE, CHECK
AFS	AERATOR, FLOATING SURFACE	DWS	DEWATERING SCREW	MBM	MEMBRANE, MICROFILTRATION	SCL	SECONDARY CLARIFIER	VCM	VALVE, CHECK
AG	AIR RECEIVER OR REGULATOR	ECC	EJECTOR	MBM	MEMBRANE, MICROFILTRATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
AS	AIR SEPARATOR	EEWP	EMERGENCY EYE WASH FOUNTAIN	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
AST	AIR STRIPPER	EQR	EQUIPMENT, BUILDING SERVICES	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
B	BIN (STORAGE - ALL TYPES)	EGR	ELECTRICAL EQUIPMENT, GENERAL	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BA	BIN ACTIVATOR	EQPG	EQUIPMENT, GENERAL OR UNSPECIFIED	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BZ	BULLDOZER	ESW	EMERGENCY SHOWER AND EYEWASH	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BFP	BACKFLOW PREVENTER	ESH	EMERGENCY SHOWER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BFS	BELT FILTER PRESS	EXC	EXPANSION CHAMBER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
B	BLOWER, POSITIVE DISPLACEMENT	EV	EVAPORATOR	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BLC	BLOWER, CENTRIFUGAL	FAN	FAN, CENTRIFUGAL	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BLR	BLOWER, CENTRIFUGAL	FAR	FAN, FLAME ARRESTER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BNR	BASIN, BNR	FAX	FAN, AXIAL FLOW	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BSNA	BASIN, AERATION	FC	FLAME CHECK	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BSNC	BASIN, CHLORINE CONTACT	FDR	FLOOR DRAIN	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BSNO	BASIN, OXIC	FOP	FILTER, GAS PARTICULATE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BSNS	BASIN, SEDIMENTATION	FL	FLOCCULANT	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
BSNC	BASIN, ANOXIC/ANODIC	FLC	FILTER, CARTRIDGE TYPE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CAB	COVER, ALUMINUM DOME BASIN	FLCH	FLOCCULATOR, HORIZONTAL	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
COLM	CALIBRATION COLUMN	FLV	FLOCCULATOR, VERTICAL	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CDG	COVER, GAS HOLDER	FLG	FLARE, GAS	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CFO	COVER, FIXED DIGESTION	FUM	FUME, PARKHALL	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CFG	CENTRIFUGE	FLT	FILTER, UNDERPRESSURE OR PRESSURE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CFL	COVER, FLOATING DIGESTION	FMS	FOAM SEPARATOR	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
COR	CLASSIFIER, DRIFT	FS	FLOW SPLITTER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
COS	CHLORINE GAS SCRUBBER	FST	FENCE STRIPPER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CHF	CHEMICAL FEEDER	FSW	FILTER, SURFACE WASH EQUIPMENT	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CMB	COVER, MECHANICAL	FTD	FITTING, MISCELLANEOUS	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CML	COMPRESSOR, LIQUID RING	GRT	GRANITY BELT THICKENER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CMP	COMPRESSOR	GEN	GENERATOR, ENGINE (BACKUP POWER)	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CMP	COMPRESSOR, STEAM	GFS	GAS FEEDER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CNR	COMPRESSOR, ROTARY SCREW	GFL	GATE, FLAP	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
COR	CONVEYOR, BELT	GRR	GRIT BASIN, VORTEX TYPE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
COS	CONVEYOR, SCREW	GRC	GRIT SCREW CONCENTRATOR	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
ORG	CRANE, GANTRY	GRI	GRINDER, MILLINE SEWAGE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CRU	CRANE, JIB	GSD	GATE, SLIDE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CRN	CRANE	GSL	GATE, SLUCE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CRP	CRANE, PORTABLE GANTRY	GRT	GRANITY BELT THICKENER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CRT	CRANE, TRAVELING BRIDGE	GRT	GRANITY BELT THICKENER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CTR	CONTAINER, PROCESS	GWH	GAS WATER HEATER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CW	CLEARWELL	GWR	GATE, WEIR	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
CYG	CYLINDER, GAS	HEX	HEAT EXCHANGER	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
DYLC	CYLINDER, CHLORINE	HSC	HOIST, CHAIN	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
DAF	DISSOLVED AIR FLOTATION THICKENER	HST	HOIST	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
DIF	DIFFUSER BANK	HSW	HOIST, WIRE ROPE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK
DFF	DIFFUSER, PIPELINE	HYC	HYDROCYCLONE	MFL	MIXER, FLOCCULATION	SCM	SCREEN, MANUAL OR MECH CLEANED BAR	VCM	VALVE, CHECK

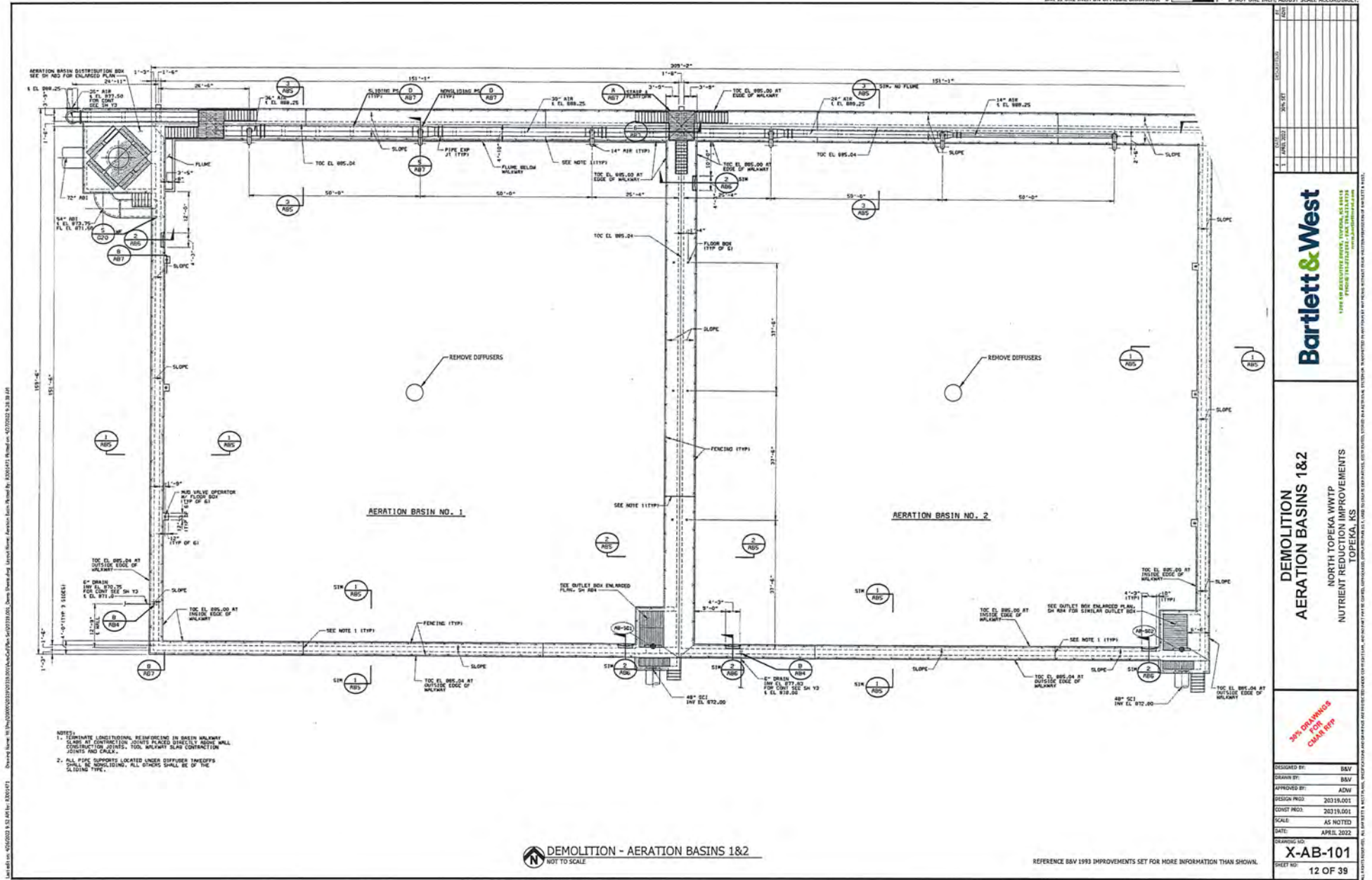
P&ID - LEGEND & ABBREVIATIONS
SHEET 3 OF 3

NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

30% OF SHEETS
FOR
CMAA REVIEW

DESIGNED BY: EBY
CHECKED BY: EBY
APPROVED BY: EBY
DESIGN NO: 2004
PROJECT NO: 2004
SCALE: AS NOTED
DATE: 10/03/04
DRAWING NO: G-012
SHEET NO: 10 OF 39

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.



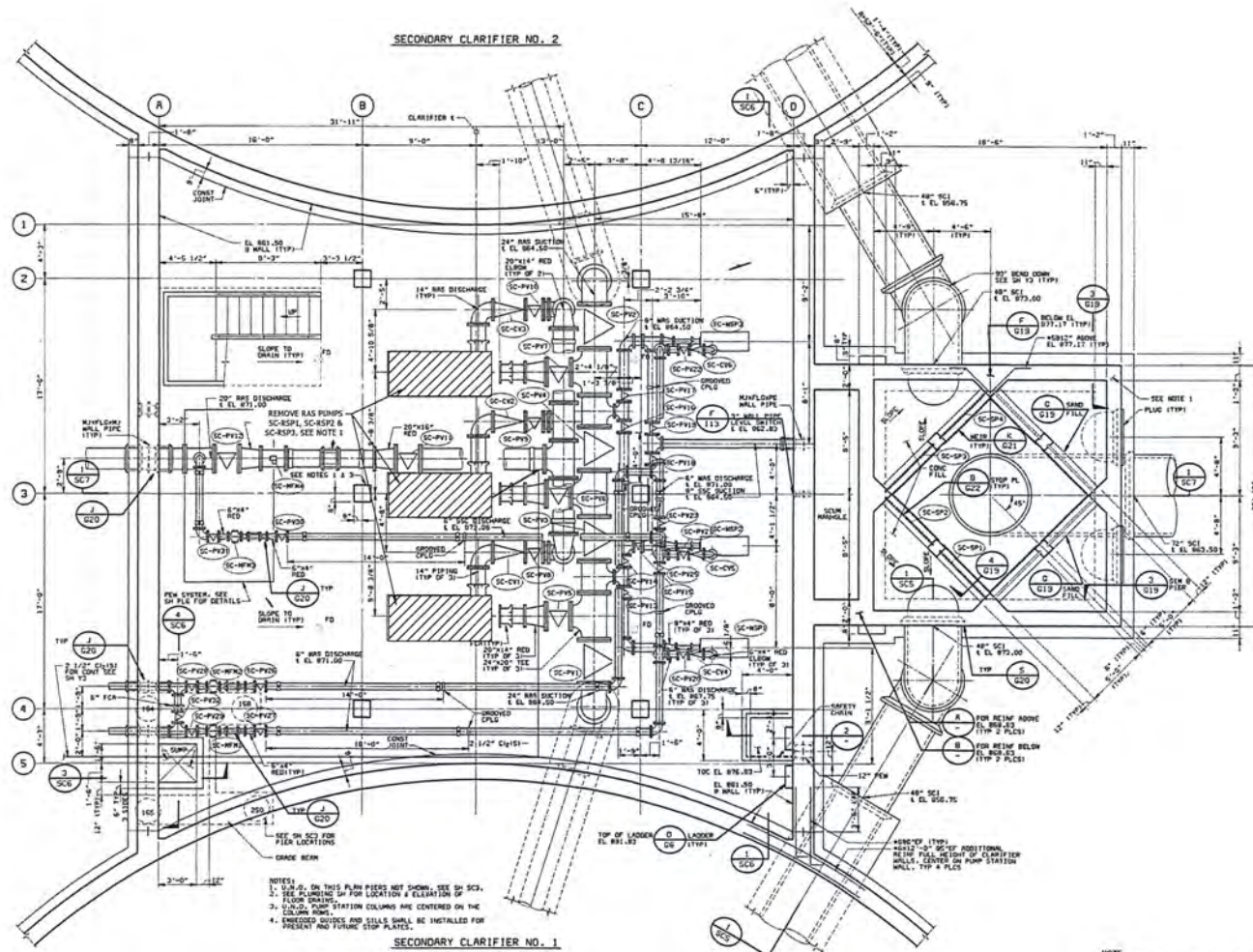
Bartlett & West

**DEMOLITION
AERATION BASINS 1&2
NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS**

**30% DRAWINGS
FOR
CMAA RFP**

DESIGNED BY: BAY
DRAWN BY: BAY
APPROVED BY: ACW
DESIGN PROJ: 20319.001
CONSTR PROJ: 20319.001
SCALE: AS NOTED
DATE: APRIL 2022

DRAWING NO: X-AB-101
SHEET NO: 12 OF 39



DEMOLITION - SECONDARY SLUDGE PUMP STATION
NOT TO SCALE

REFERENCE: BAY 1993 IMPROVEMENTS SET FOR MORE INFORMATION THAN SHOWN.

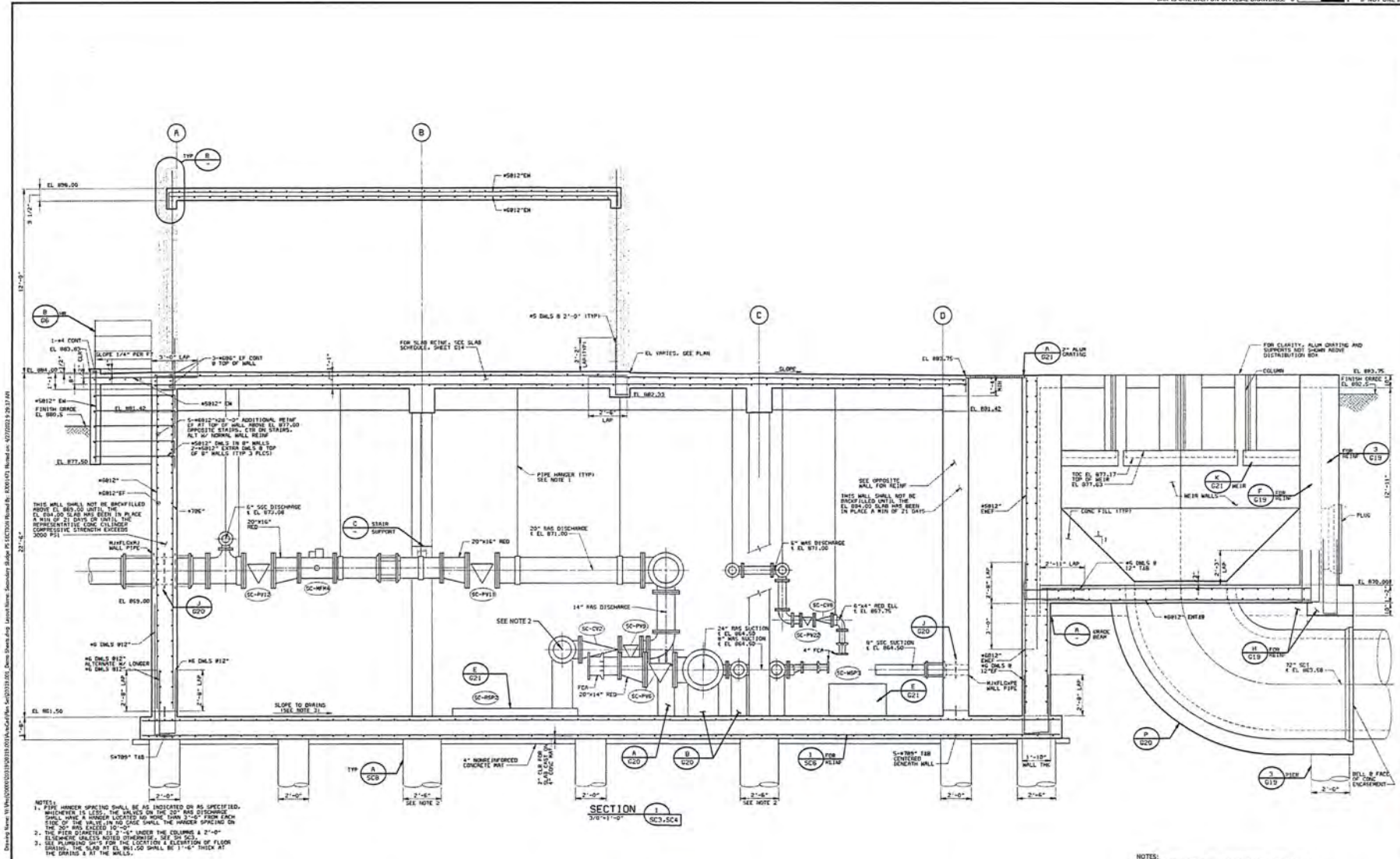
NOTE:
1. REMOVE ONE RAS PUMP AT A TIME. NEW PUMP MUST BE INSTALLED AND OPERATIONAL PRIOR TO REMOVING NEXT RAS PUMP. TWO RAS PUMPS MUST BE KEPT IN SERVICE AT ALL TIMES.

Bartlett & West
ENGINEERS, ARCHITECTS, PLANNERS, AND DESIGNERS
FOR THE STATE OF CALIFORNIA

**DEMOLITION
SECONDARY SLUDGE PUMP STATION
PLAN**
NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

NO DRAWING FOR CHAIR

DESIGNED BY: BAV
CHECKED BY: BAV
APPROVED BY: ACW
DESIGN PROJ: 2019.001
COORD PROJ: 2019.001
SCALE: AS NOTED
DATE: APRIL 2022
DRAWING NO: **X-SC-101**
SHEET NO: 13 OF 39



NOTES:
 1. PIPE HANGER SPACING SHALL BE AS INDICATED OR AS SPECIFIED. WHENEVER THE HANGER IS LOCATED ON TOP OF THE DISCHARGE, THE HANGER SHALL HAVE A HANGER LOCATED NO MORE THAN 2'-0\"/>

NOTES:
 1. SECTION VIEW PROVIDED TO ACCOMPANY PLAN VIEW.
 2. DISCHARGE PIPING NOT ACCURATELY DEPICTED ON THIS SHEET. FOR ACTUAL DISCHARGE PIPING LAYOUT SEE D-SC SHEETS.

DEMOLITION - SECONDARY SLUDGE PUMP STATION
 NOT TO SCALE

REFERENCE BAV 1993 IMPROVEMENTS SET FOR MORE INFORMATION THAN SHOWN.

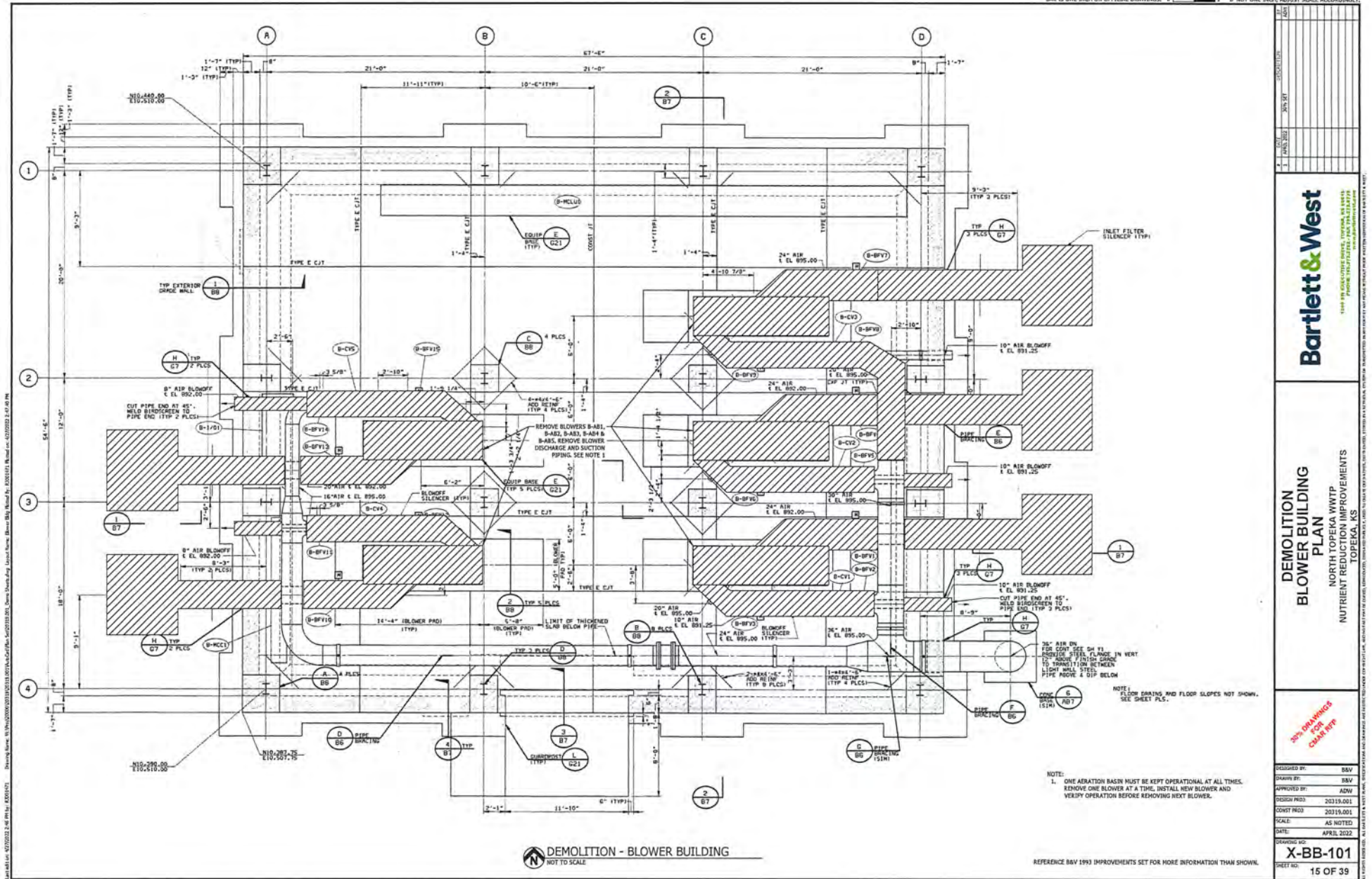
Bartlett & West

1004 16 EXCLUSIVE AVENUE, TOPEKA, KS 66604
 PHONE: 781.733.2222 FAX: 781.733.2419

**DEMOLITION
 SECONDARY SLUDGE PUMP STATION
 SECTION
 NORTH TOPEKA WWTP
 NUTRIENT REDUCTION IMPROVEMENTS
 TOPEKA, KS**

30% DRAWINGS
 FOR CMAA-RFP

DESIGNED BY:	BAW
DRAWN BY:	BAW
APPROVED BY:	ADW
DESIGN PROJ:	2019.001
CONSTR PROJ:	2019.001
SCALE:	AS NOTED
DATE:	APRIL 2022
DRAWING NO:	X-SC-301
SHEET NO:	14 OF 39



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**DEMOLITION
BLOWER BUILDING
PLAN**

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

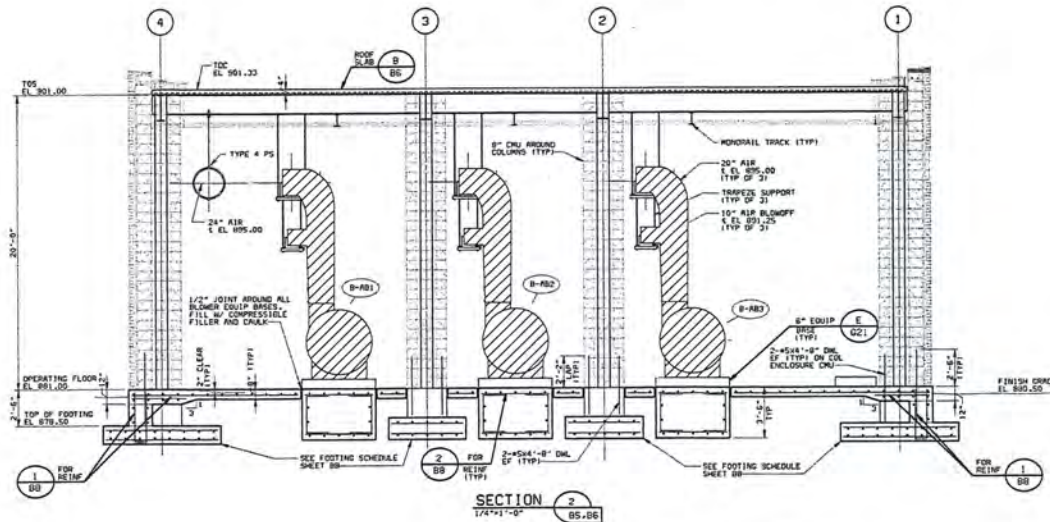
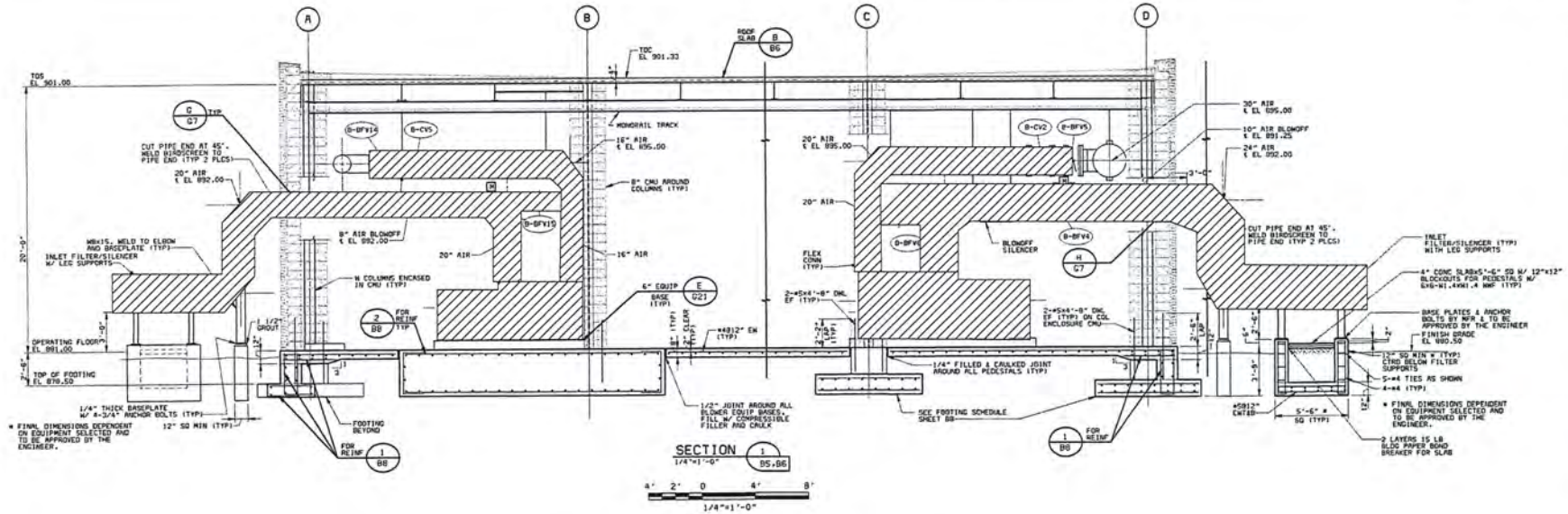
30% DRAUGHT
FOR
CONSTRUCTION

DESIGNED BY: BAV
DRAWN BY: BAV
APPROVED BY: ADW
DESIGN PROJ: 20210-001
CONSTR PROJ: 20210-001
SCALE: AS NOTED
DATE: APRIL 2022
DRAWING NO: X-BB-101
SHEET NO: 15 OF 39

DEMOLITION - BLOWER BUILDING
NOT TO SCALE

REFERENCE BAV 1993 IMPROVEMENTS SET FOR MORE INFORMATION THAN SHOWN.

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.



DEMOLITION - BLOWER BUILDING

X-BB-30A NOT TO SCALE

NOTE:
1. ONE AERATION BASIN MUST BE KEPT OPERATIONAL AT ALL TIMES. REMOVE ONE BLOWER AT A TIME. INSTALL NEW BLOWER AND VERIFY OPERATION BEFORE REMOVING NEXT BLOWER.

REFERENCE BAY 1993 IMPROVEMENTS SET FOR MORE INFORMATION THAN SHOWN.

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USE OF EXISTING DRAWINGS, SPECIFICATIONS, AND NOTES FOR THIS PROJECT DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

DEMOLITION
BLOWER BUILDING
SECTIONS
NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

30% DRAWINGS
FOR
CLEAR APP

DESIGNED BY: BAY
CHECKED BY: BAY
APPROVED BY: BAY
DESIGN PROJ: 20219.001
CONST PROJ: 20219.001
SCALE: AS NOTED
DATE: APRIL 2022
DRAWING NO: X-BB-301
SHEET NO: 16 OF 39

Sheet 1 of 3
Drawing Name: NTWWTP Layout
Drawing No: 2023-001
Drawing Date: 04/01/2023
Drawing Scale: 1"=40'
Drawing Author: J. Smith
Drawing Checker: J. Smith
Drawing Approver: J. Smith
Drawing Date: 04/01/2023
Drawing Scale: 1"=40'
Drawing Author: J. Smith
Drawing Checker: J. Smith
Drawing Approver: J. Smith



NTWWTP LAYOUT
SCALE: 1"=40'



BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

GENERAL NOTES

1. SEE GENERAL SITEWORK NOTES SHEET G-604 FOR CRITICAL ZONE REQUIREMENTS.

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1000 W. EXETER AVENUE, TOPEKA, KS 66604
PHONE: 781.737.3737 FAX: 781.737.3745

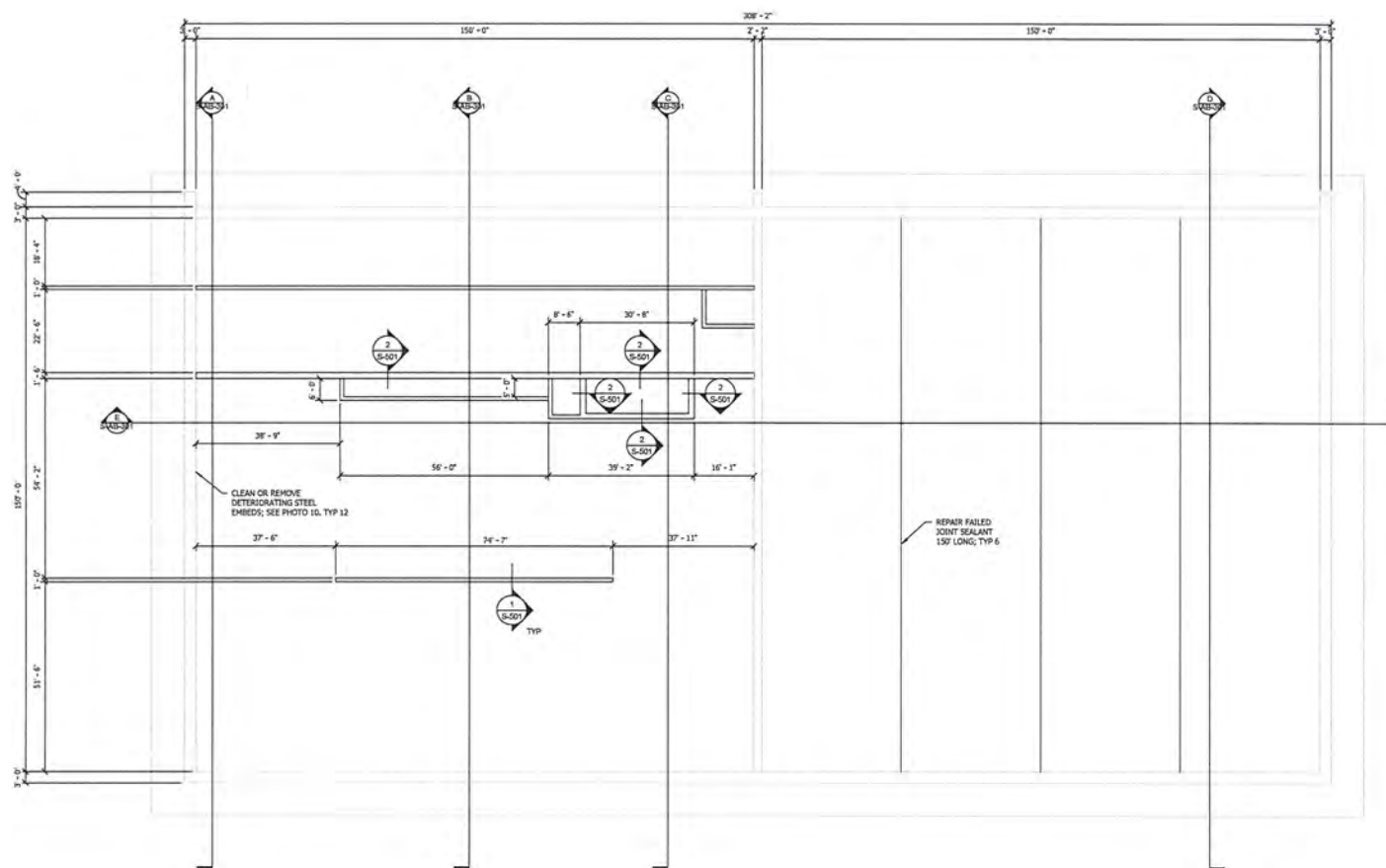
**CIVIL
OVERALL SITE PLAN**

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

**30% DRAWINGS
FOR
CMAA RFP**

DESIGNED BY: ZAB
CHECKED BY: JCD
APPROVED BY: JCD
DESIGN PROJ: 2021A-001
CONSTR PROJ: 2021A-001
SCALE: AS NOTED
DATE: APRIL 2022

DRAWING NO:
C-Y-101
SHEET NO:
17 OF 39



 AERATION BASIN - REHABILITATION - LOWER LEVEL
SCALE: 1/8" = 1'-0"

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**AERATION BASIN - REHABILITATION -
LOWER LEVEL**

30% DRAWINGS
FOR
CMAR RFP

DESIGNED BY:	MJR
DRAWN BY:	JRW
APPROVED BY:	MJR
DESIGN PROJ:	20319.00
CONST:	20319.00
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO:	S-AB-101
SHEET NO:	18 of 39



DESIGNED BY:	MUN
DRAWN BY:	JRW
APPROVED BY:	MUN
DESIGN PROJ:	20319.001
CONST:	20319.001
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO:	S-AB-102
SHEET NO:	19 of 38

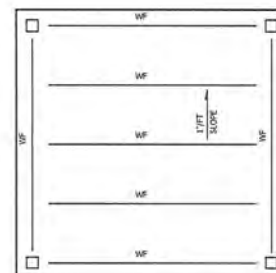
**AERATION BASIN - REHABILITATION -
UPPER LEVEL**

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50-561 EXECUTIVE 242-81, 210-64, 45-49-15
19-20-2 19-2-29-2-2-2 + 100 100 211-2715
www.242-81-242-81

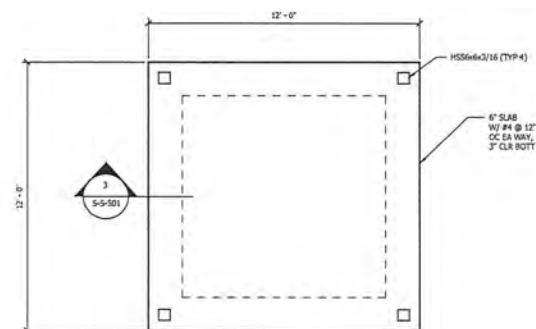
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BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY



- CANOPY PLAN NOTES:
1. ROOFING SHALL BE 1.5" DEEP, 22 GAUGE ROOF DECK, ATTACH TO BEAMS WITH 5/8" DIAMETER PUDDLE WELDS IN 36/4 PATTERN, AND AT 12" ON CENTER AT EDGES, PROVIDE (2) #10 SIDELAP SCREWS PER SPAN.
 2. ALL STEEL SHALL BE GALVANIZED.

 AERATION BASIN PAD FRAMING PLAN
SCALE: 3/8" = 1'-0"



AERATION BASIN PAD FOUNDATION PLAN
SCALE: 3/8" = 1'-0"

[illegible]

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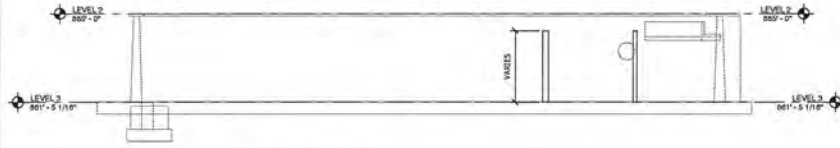
COMPRESSED AIR MIXING SYSTEM PAD

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KANSAS

30% DRAWINGS
FOR
CMAR REF

DESIGNED BY:	MJR
DRAWN BY:	JRV
APPROVED BY:	MJR
DESIGN PROJ:	20319.00
CONST:	20319.00
SCALE:	AS NOTED
DATE:	MAY 2021
DRAWING NO:	S-AB-10
SHEET NO:	20 of 39

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.



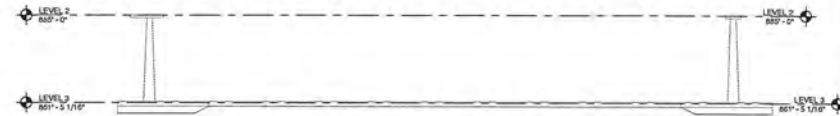
A Section A
SCALE: 1/16" = 1'-0"



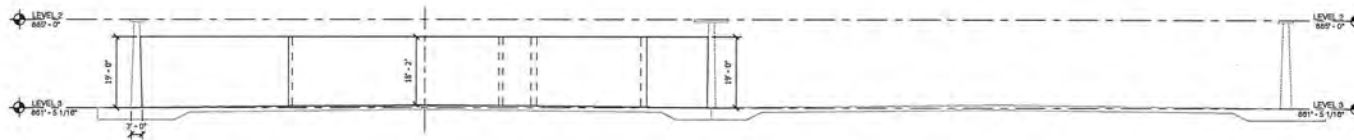
B Section B
SCALE: 1/16" = 1'-0"



C Section C
SCALE: 1/16" = 1'-0"



D Section D
SCALE: 1/16" = 1'-0"



E Section E
SCALE: 1/16" = 1'-0"

Bartlett & West
ENGINEERING, ARCHITECTURE, INTERIOR DESIGN
1000 W. 10TH AVENUE, SUITE 200
DENVER, CO 80202

AERATION BASIN - SECTIONS
NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KANSAS

30% DRAWINGS
FOR
CONSTRUCTION

DESIGNED BY: ALN
DRAWN BY: JWH
APPROVED BY: ALN
DESIGN PROJ: 20218.001
CONST: 20218.001
SCALE: AS NOTED
DATE: MAY 2022
DRAWING NO: S-AB-301
SHEET NO: 21 of 39

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0  1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY



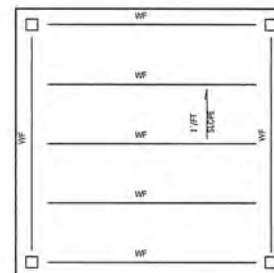
Bartlett & West

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KANSAS

30% DRAWINGS
FOR
CMAR RFP

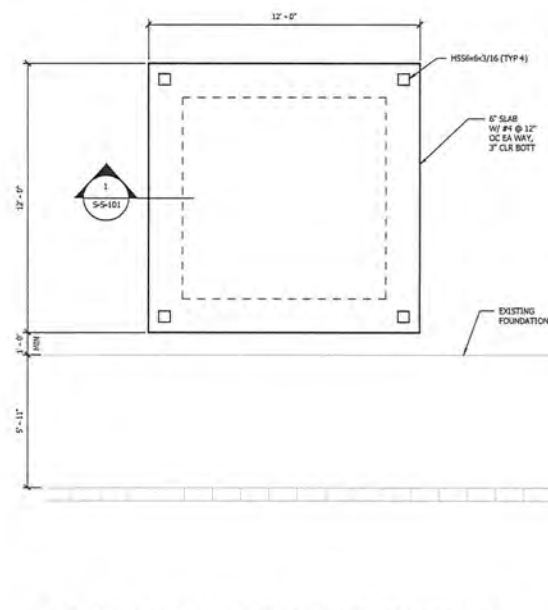
DESIGNED BY:	M.J.N.
DRAWN BY:	J.R.W.
APPROVED BY:	M.J.N.
DESIGN PROJ.	20319.001
CONST.	20319.001
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO.	S-AB-501
SHEET NO.	22 of 39

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY



- CANOPY PLAN NOTES:
1. ROOFING SHALL BE 1.5" DEEP, 22 GAUGE ROOF DECK. ATTACH TO BEAMS WITH 5/8" DIAMETER PUDDLE WELDS IN 36/4 PATTERN, AND AT 12" ON CENTER AT EDGES. PROVIDE (2) #10 SIDELAP SCREWS PER SPAN.
 2. ALL STEEL SHALL BE GALVANIZED.

SOLIDS PROCESSING BUILDING FRAMING PLAN
SCALE: 3/8" = 1'-0"



 SOLIDS PROCESSING BUILDING FOUNDATION PLAN
SCALE: 3/8" = 1'-0"

Bartlett & West

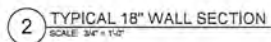
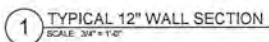
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SOLIDS PROCESSING BUILDING PAD

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KANSAS

30% DRAWINGS
FOR
CMAR REF

DESIGNED BY:	MJN
DRAWN BY:	JRW
APPROVED BY:	MJN
DESIGN PROJ:	20319.001
CONST:	20319.001
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO:	S-S-101
SHEET NO:	23 of 39



BAR IS ONE INCH ON OFFICIAL DRAWINGS. IF IS NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

[illegible]

Bartlett & West

STRUCTURAL - DETAILS

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KANSAS

30% DRAWINGS
FOR
CMAR REP.

DESIGNED BY:	MJR
DRAWN BY:	JRM
APPROVED BY:	MJR
DESIGN PRJ#:	20319.00
CONST:	20319.00
SCALE:	AS NOTED
DATE:	MAY 2022
DRAWING NO:	S-501
SHEET NO:	24 of 30



BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH. ADJUST SCALE ACCORDINGLY

[illegible]

Black & Veatch Corporation

AERATION BASIN - LOWER LEVEL PLAN

**NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS**

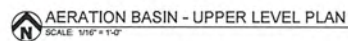
30% DRAWINGS
FOR
CMAR REF

DESIGNED BY:	Designer
DRAWN BY:	Author
APPROVED BY:	Approver
DESIGN PROJ:	20319.001
CONST:	20319.001
SCALE:	AS NOTED
DATE:	Issue Date

DRAWING NO:
D-AB-101

DRAWING NO: **D-AB-101**

25 OF 39



BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

[illegible]

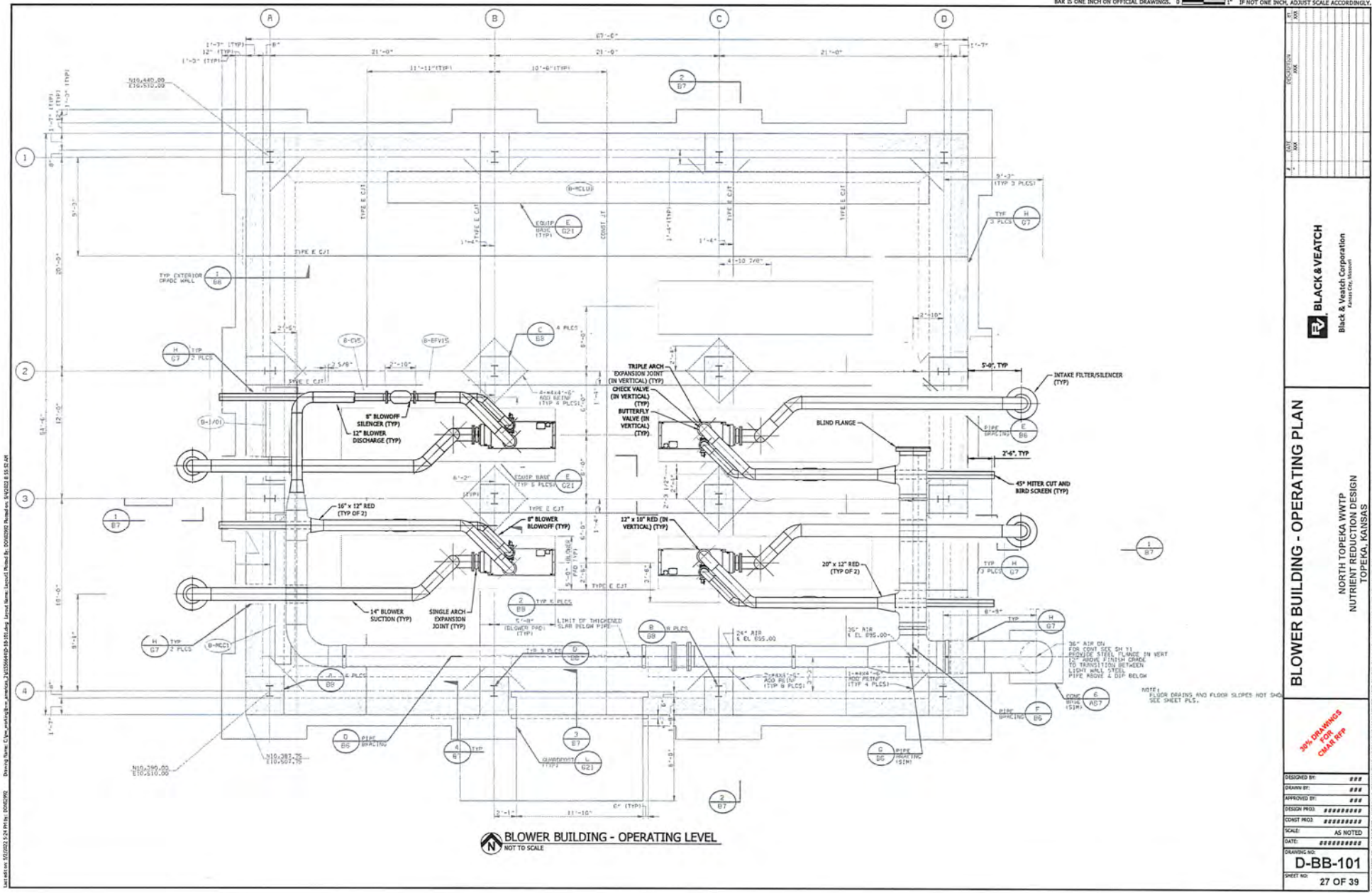
AERATION BASIN - UPPER LEVEL PLAN

NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

30% DRAWINGS
FOR
CMAR RFP

DESIGNED BY:	Designer
DRAWN BY:	Author
APPROVED BY:	Approver
DESIGN PROJ:	20319.001
CONST:	20319.001
SCALE:	AS NOTED
DATE:	Issue Date
DRAWING NO:	D-AB-102
SHEET NO:	26 OF 39

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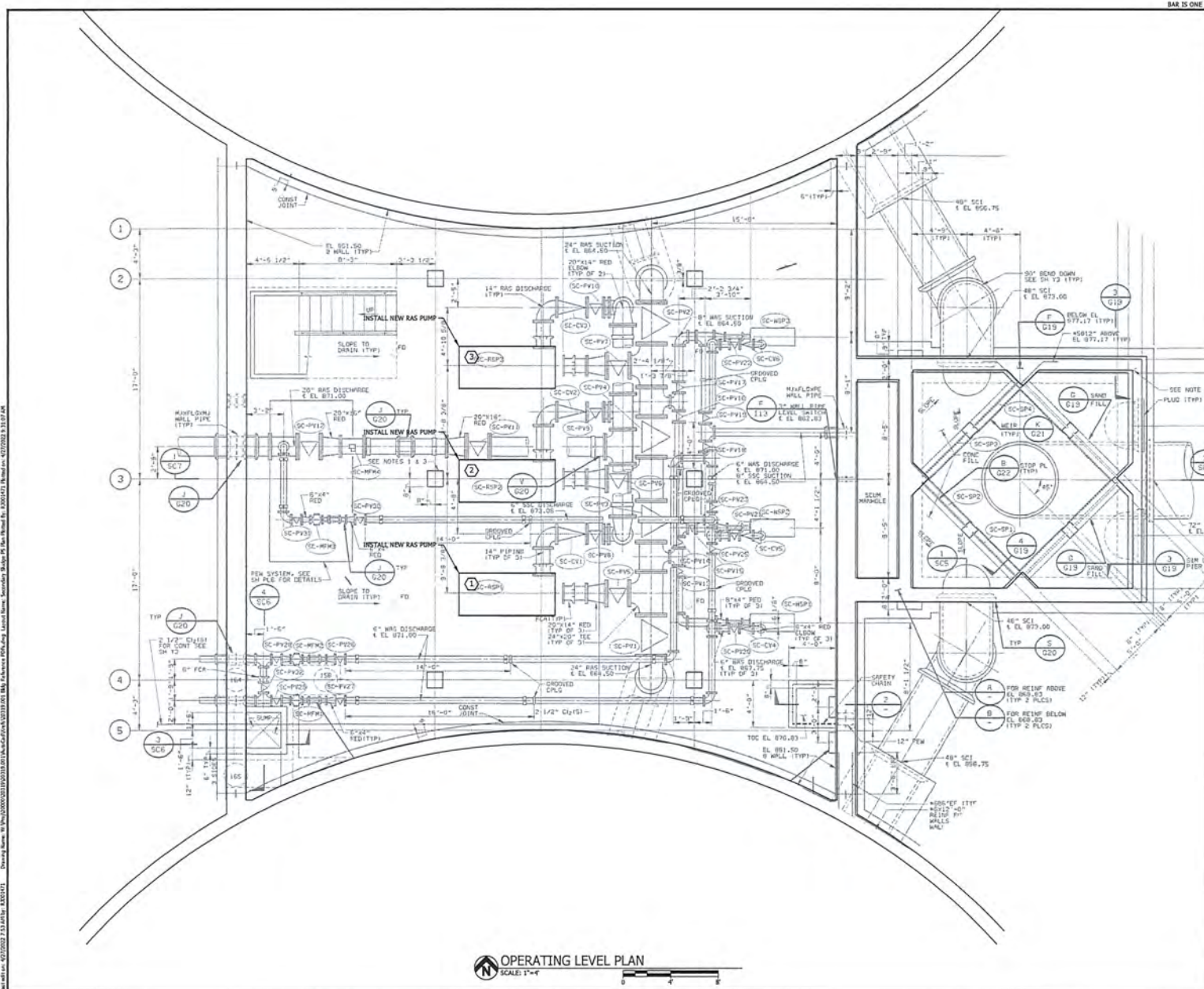


BLOWER BUILDING - OPERATING LEVEL
NOT TO SCALE

BLACK & VEATCH
Black & Veatch Corporation
AECOM

BLOWER BUILDING - OPERATING PLAN
NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

DESIGNED BY: **BBB**
DRAWN BY: **BBB**
CHECKED BY: **BBB**
DESIGN PROJ: *********
CONSTR PROJ: *********
SCALE: **AS NOTED**
DATE: *********
DRAWING NO: **D-BB-101**
SHEET NO: **27 OF 39**



GENERAL NOTES

1. RAS PUMPING CAPACITY TO ONE AERATION BASIN MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.

REFERENCE NOTES

- 1 N-5C-RSP1
- 2 N-5C-RSP2
- 3 N-5C-RSP3

REFERENCE TABLE

[illegible]

Bartlett & West

268 SW EXECUTIVE DRIVE, TUCUMCA, MS 38863
PHONE 663-272-2222 - FAX 663-272-8720

SECONDARY SLUDGE PS
OPERATING LEVEL PLAN

NORTH TOPEKA WWTP
NUTRIENT REDUCTION IMPROVEMENTS
TOPEKA, KS

30% DRAWINGS
FOR
CMAR REF

DESIGNED BY:	ZAB
DRAWN BY:	RJD
APPROVED BY:	ADW
DESIGN PROJ:	20319.001
CONST PROJ:	20319.001
SCALE:	AS NOTED
DATE:	APRIL 2022

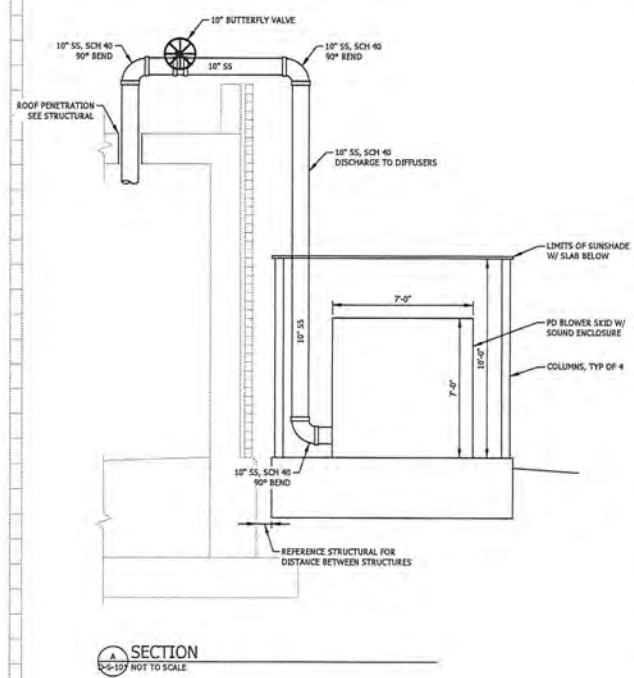
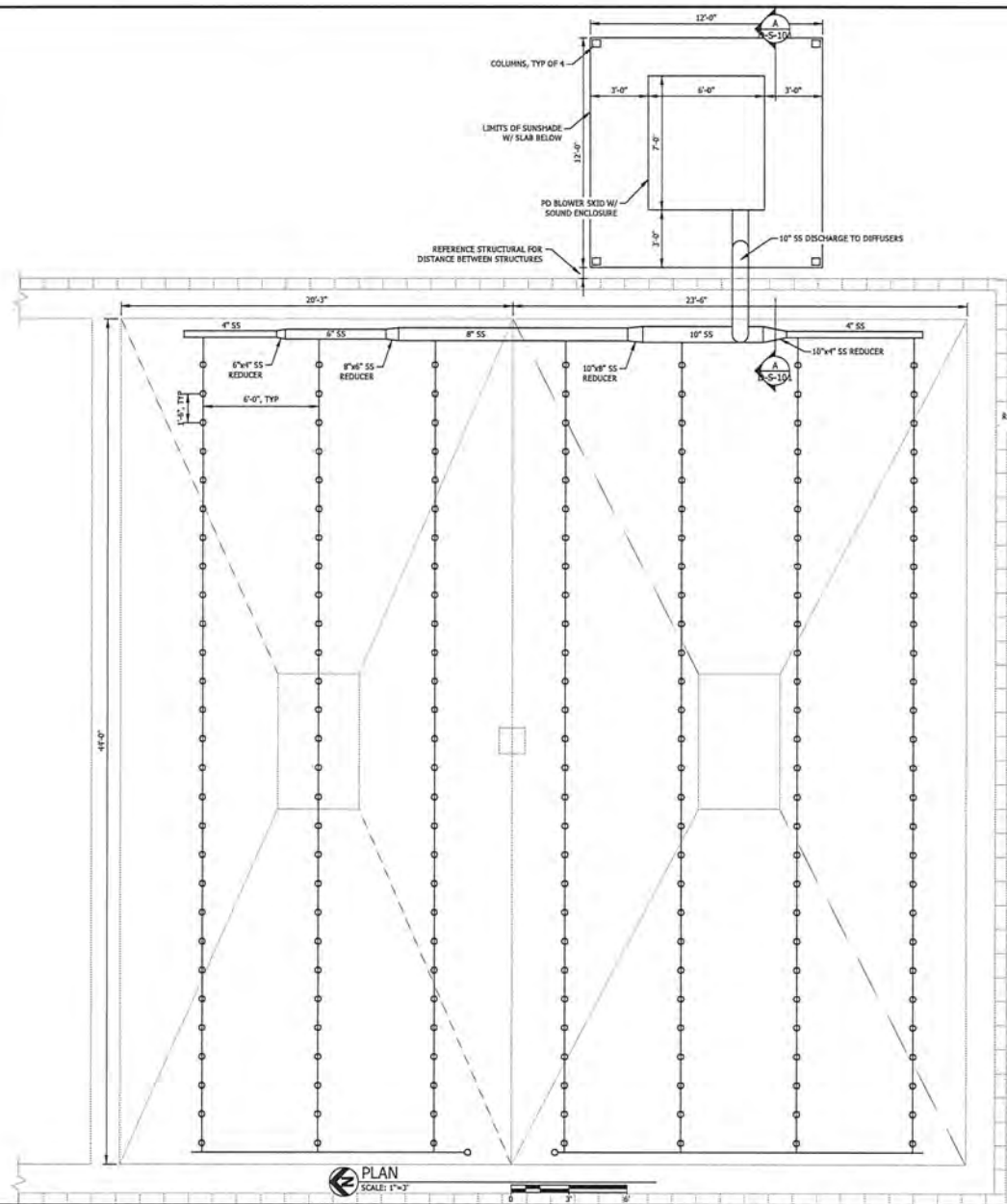
DRAWING NO:	D-SC-101
SHEET NO:	28 OF 39

Let's talk. 920.252.7133. 4000 E. 1st Ave. Suite 100, Aurora, CO 80010. 1000 E. 1st Ave. Suite 100, Aurora, CO 80010. 1000 E. 1st Ave. Suite 100, Aurora, CO 80010.

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

GENERAL NOTES

- FOR SITE LAYOUT SHOWING THE NEW CONCRETE SLAB AND SUNSHADE DISTANCE TO THE EXISTING CURB & SIDEWALK, SEE SHEET C-1-101



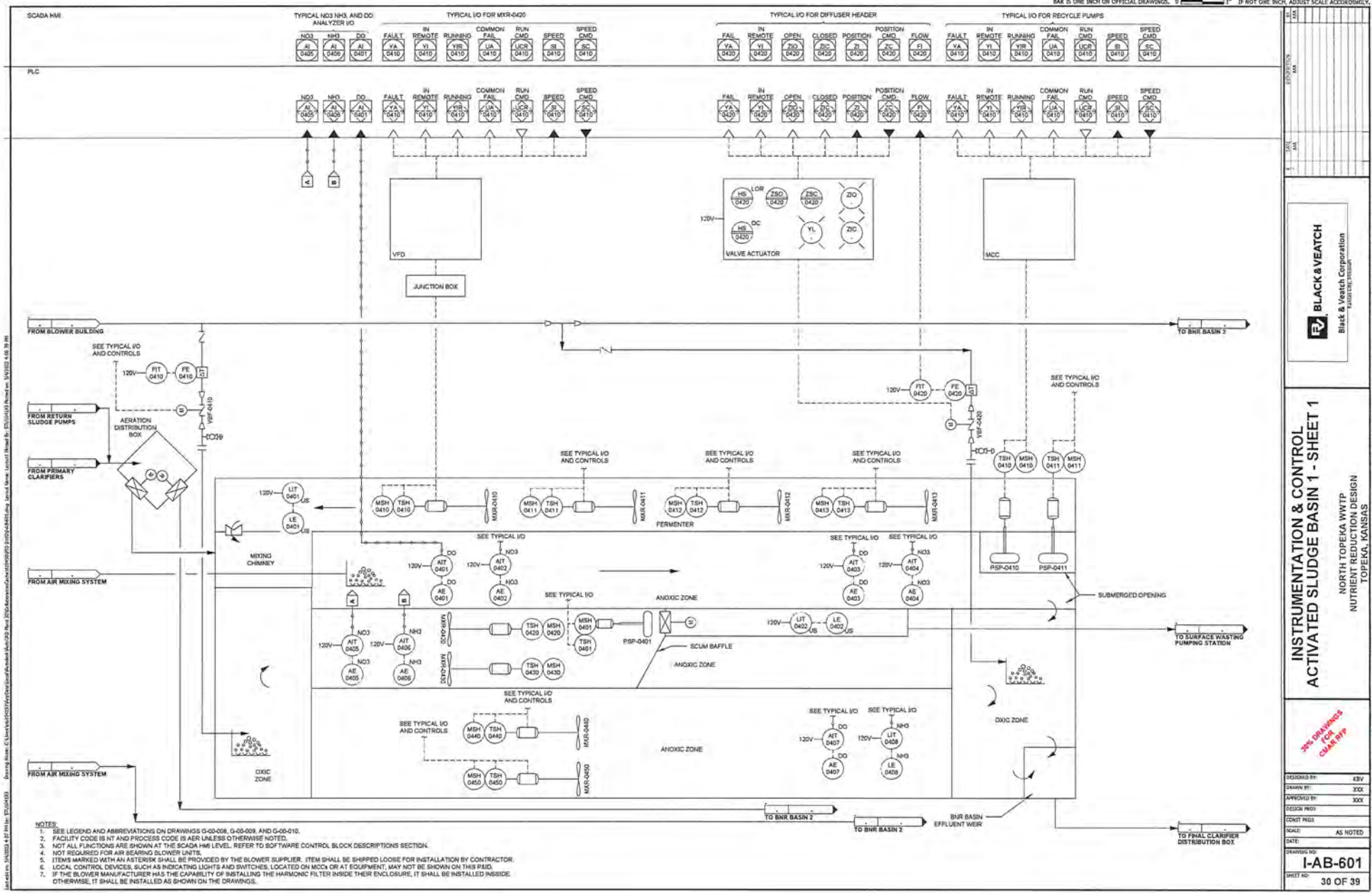
Bartlett & West
 1500 N. 10TH AVE. SUITE 100, AURORA, CO 80010
 PHONE 920.252.7133 FAX 920.252.7134
 WWW.BARTLETTWEST.COM

**SOLIDS PROCESSING BUILDING
 PLAN & SECTION**
 NORTH TOPEKA WWTP
 NUTRIENT REDUCTION IMPROVEMENTS
 TOPEKA, KS

30% DRAWINGS FOR CHAIR REP

DESIGNED BY:	MP
DRAWN BY:	RJD
APPROVED BY:	ADW
DESIGN PROJ:	2021N-001
CONST PROJ:	2021N-001
SCALE:	AS NOTED
DATE:	APRIL 2022
DRAWING NO:	D-S-101
SHEET NO:	29 OF 39

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.



BLACK & VEATCH
Black & Veatch Corporation
10000 E. 15th Avenue
Denver, CO 80202

INSTRUMENTATION & CONTROL
ACTIVATED SLUDGE BASIN 1 - SHEET 1
NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

30% DRAWINGS
ON A RFP

DESIGNED BY:	KSV
DRAWN BY:	JCC
APPROVED BY:	XXX
DESIGN PROJ:	
CONST PROJ:	
SCALE:	AS NOTED
DATE:	
DRAWING NO:	I-AB-601
SHEET NO:	30 OF 39

Downloaded from <https://www.cambridge.org/core>. University of Cambridge, on 02 Sep 2022 at 09:21:41, subject to the Cambridge Core terms of use, available at <https://www.cambridge.org/core/terms>. <https://doi.org/10.1017/S0007122622000039>



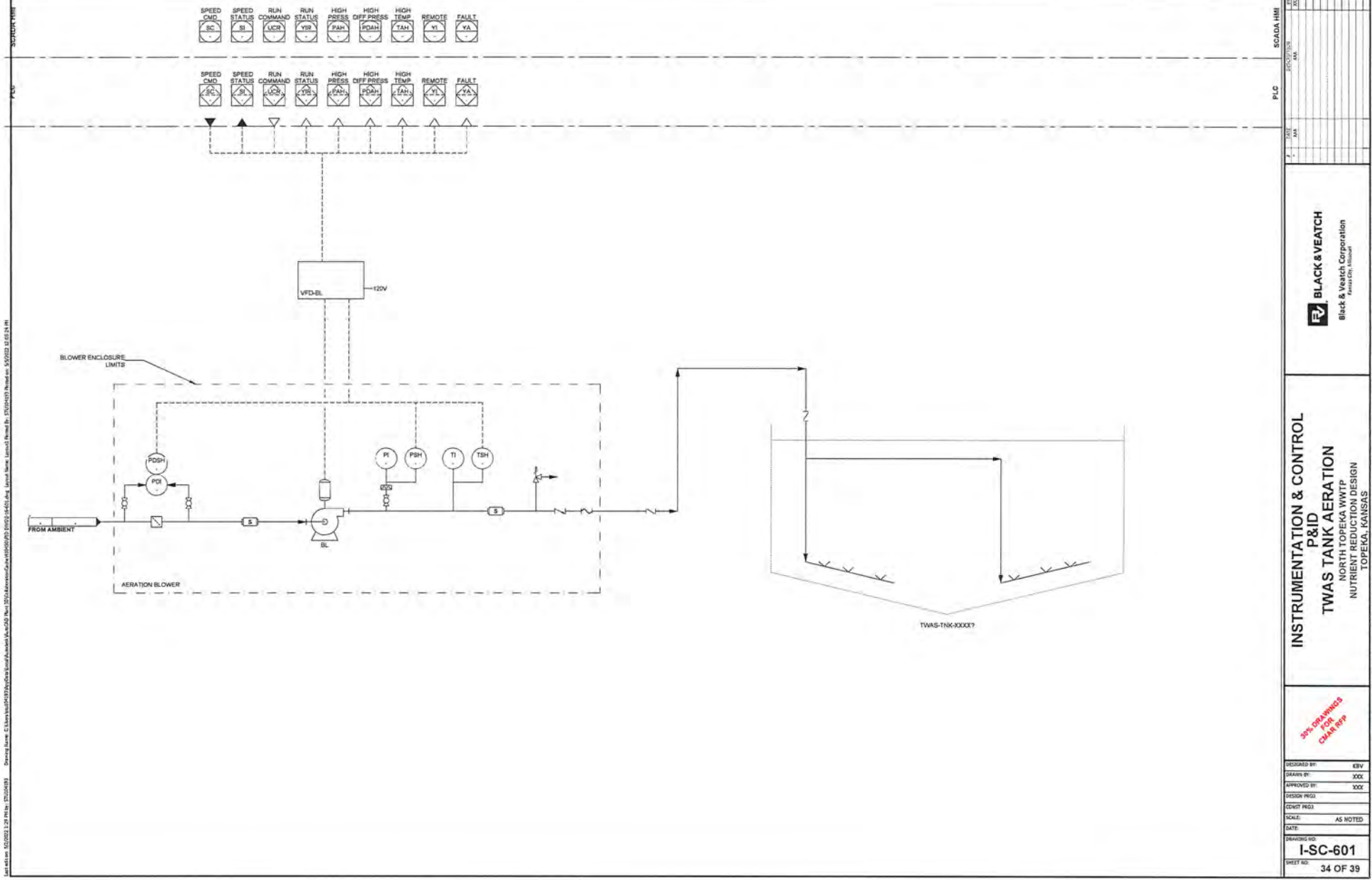
BLACK & VEATCH
Black & Veatch Corporation

INSTRUMENTATION & CONTROL
ACTIVATED SLUDGE BASIN 2 - SHEET 1

NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

30% DRAWINGS
FOR
MAN RFP

DESIGNED BY:	CEV
DRAWN BY:	JOOK
APPROVED BY:	JOOK
DESIGN PROJ:	
CONST PROJ:	
SCALE:	AS NOTED
DATE:	
DRAWING NO:	I-AB-602
SHEET NO:	31 OF 39



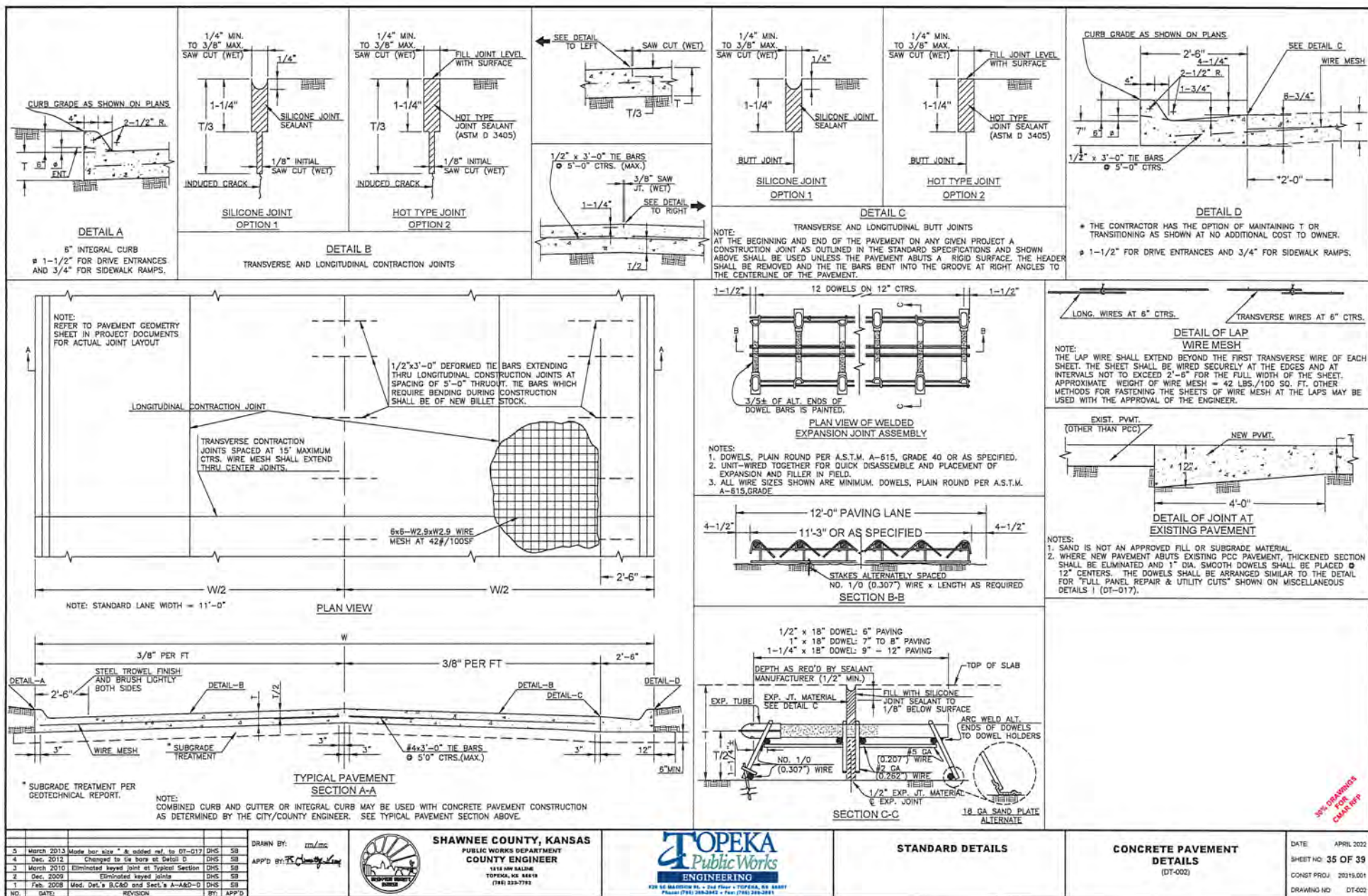
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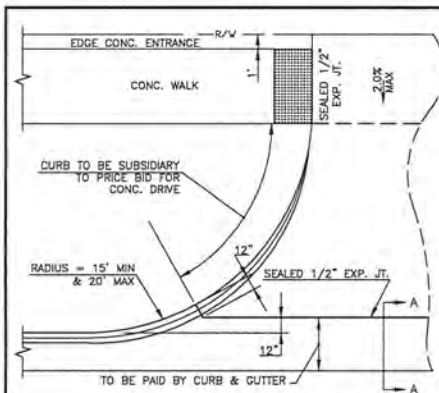
BLACK & VEATCH
Black & Veatch Corporation
A Jacobs Company

INSTRUMENTATION & CONTROL
P&ID
TWAS TANK AERATION
NORTH TOPEKA WWTP
NUTRIENT REDUCTION DESIGN
TOPEKA, KANSAS

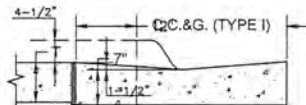
30% DRAWINGS
FOR
CHAN RFP

DESIGNED BY: KSV
CHECKED BY: JXX
APPROVED BY: JXX
DESIGN PROJ: JXX
CIVIL PROJ: JXX
SCALE: AS NOTED
DATE: JXX
DRAWING NO: I-SC-601
SHEET NO: 34 OF 39

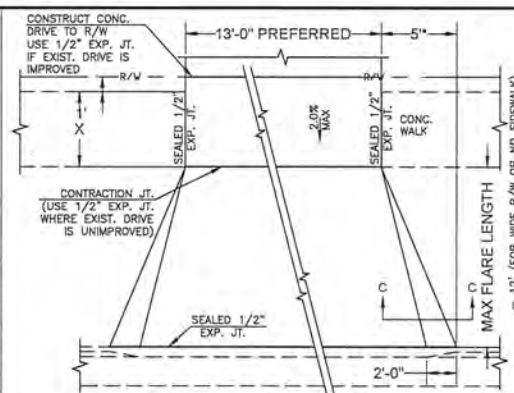




COMMERCIAL DRIVE APPROACH

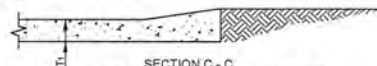


SECTION A-A
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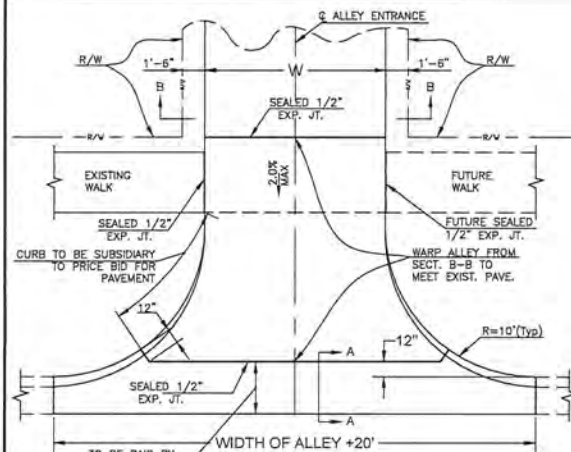


TYPICAL PRIVATE DRIVE APPROACH

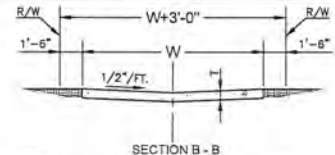
- NOTES:
1. A SPECIAL DETAIL WILL BE PROVIDED WHEN SIDEWALK IS CLOSER THAN 6\"/>



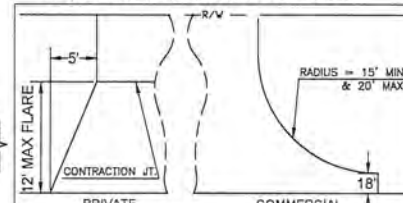
SECTION C-C
T1=6\"/>



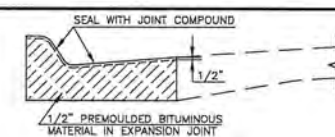
ALLEY APPROACH



- NOTES:
1. T=7\"/>

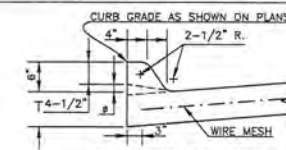


PRIVATE DRIVE APPROACHES ON AN UNIMPROVED ROADWAY

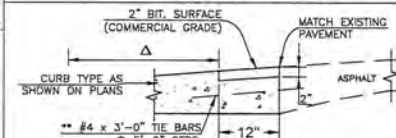


CURB AND GUTTER EXPANSION JOINT DETAILS

- NOTES:
1. 1/2\"/>



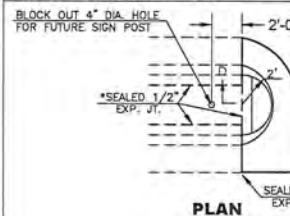
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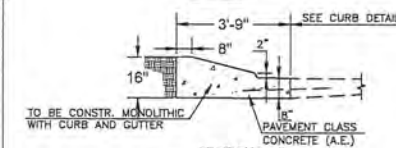
CC&G (MODIFIED)

NOTE: CURB AND GUTTER ABUTTING EXISTING ASPHALT

Δ DIMENSION IS FROM BACK OF CURB TO TOE, SEE APPROPRIATE DETAIL FOR CURB TYPE AS SHOWN ON PLANS



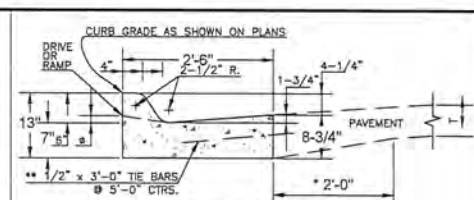
PLAN



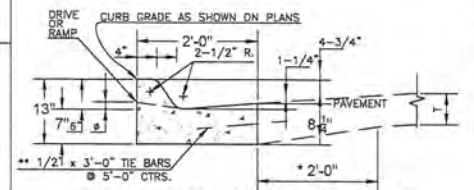
SOLID NOSE DETAILS

NOTE: PAVEMENT CLASS CONCRETE (AE) NEEDED TO COMPLETE THE MEDIAN NOSE SHALL BE SUBSIDIARY TO THE BID ITEM FOR COMBINED CURB AND GUTTER TYPE III.

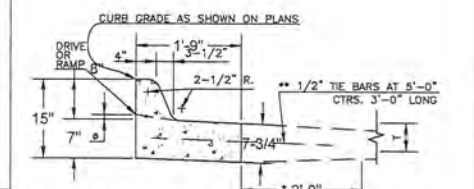
• OMIT SEALED 1/2\"/>



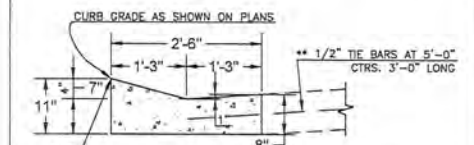
COMBINED CURB & GUTTER-TYPE I



COMBINED CURB & GUTTER-TYPE II



COMBINED CURB & GUTTER-TYPE III



LAYBACK CURB & GUTTER-TYPE IV

- NOTES:
1. USE OF LAYBACK CURB AND GUTTER IS RESTRICTED TO STREET CLASSIFICATION OF SUB-COLLECTOR AND LOCAL LAYBACK CURB AND GUTTER SHALL NOT BE USED IN INTERSECTION CURB RETURNS.
 2. FOR CURB AND GUTTER ABUTTING EXISTING ASPHALT, REFER TO CC&G MODIFIED DETAIL.

• THE CONTRACTOR HAS THE OPTION OF MAINTAINING OR TRANSITIONING AS SHOWN AT NO ADDITIONAL COST.

• THE TIE BARS MAY BE ELIMINATED WITH ASPHALTIC CONCRETE PAVEMENT CONSTRUCTION.

• 1-1/2\"/>

30% CHECKS FOR CMAA REVIEW

5	March 2013	C&G payment @ alley appr. & bore to	DHS	SB
4	Dec. 2012	Changed to tie bar from rebar	DHS	SB
3	March 2010	Eliminated keyway at com. drive appr.	DHS	SB
2	Dec. 2009	Added Dr. Appr. on Unimpr. Rdwy., added flow verbiage, mod. S/W x-slope & remov. keyed joints from C & G.	DHS	SB
1	Feb. 2008	Mod. Com. Dr. & Alley Appr.	DHS	SB
NO.	DATE	REVISION	BY	APP'D

DRAWN BY: *mm/mc*
APP'D BY: *RS/Cherry Lane*



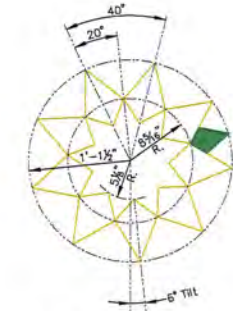
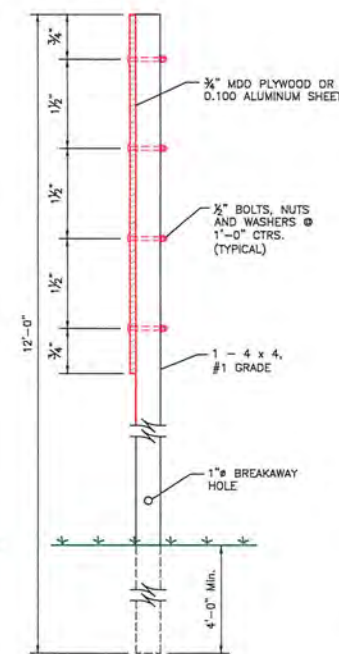
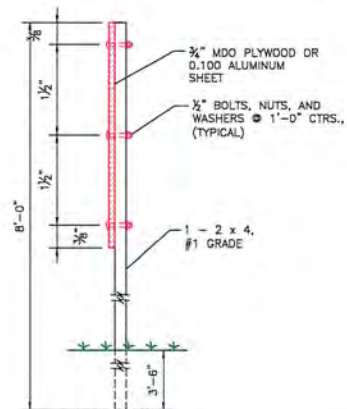
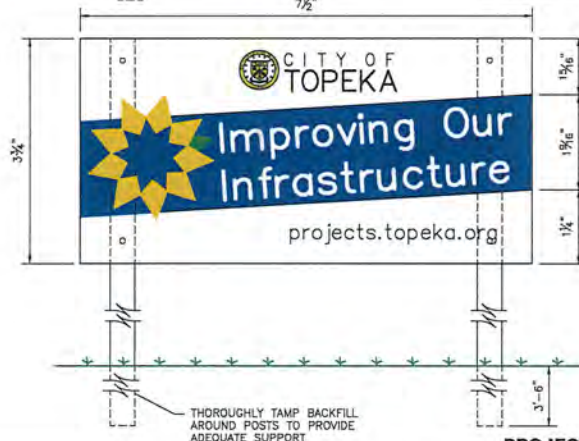
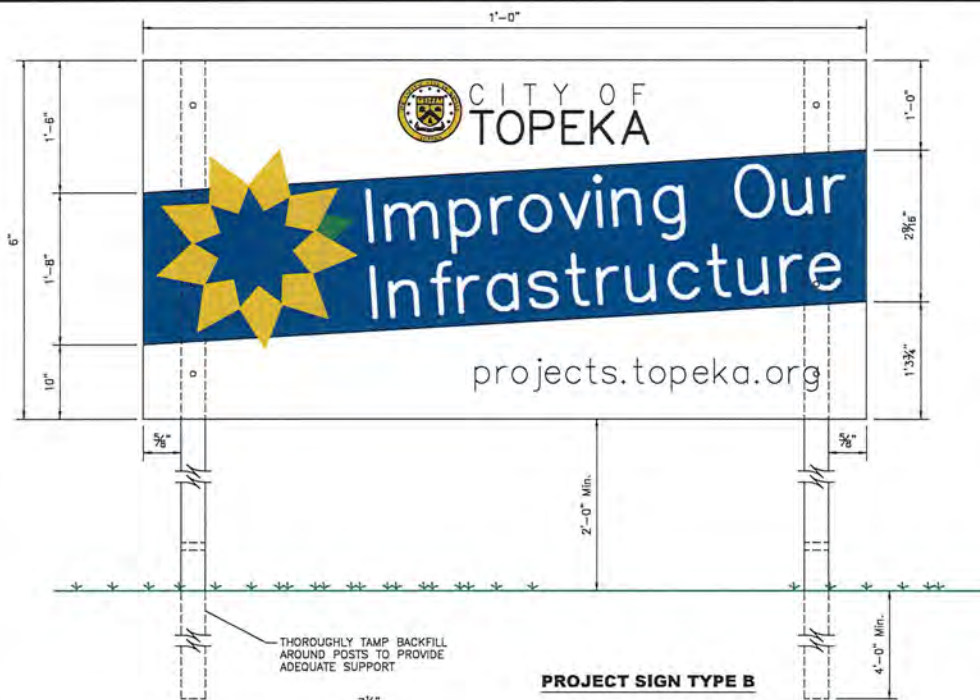
SHAWNEE COUNTY, KANSAS
PUBLIC WORKS DEPARTMENT
COUNTY ENGINEER
1815 NW BALDWIN
TOPEKA, KS 66611
(781) 223-7775

TOPEKA
Public Works
ENGINEERING
422 SE MADISON ST. • 2nd Floor • TOPEKA, KS 66607
Phone: (781) 226-2622 • Fax: (781) 226-3854

STANDARD DETAILS

CURB & GUTTER AND APPROACH DETAILS
(DT-003)

DATE: APRIL 2002
SHEET NO. 36 OF 39
CONST PROJ: 20319.001
DRAWING NO: DT-003



- NOTES:
- LETTERING FOR 8'-0" WIDE SIGN SHALL USE THE FOLLOWING FONTS:
 CITY OF - BASIC SANS SF - BLACK (2 1/2")
 TOPEKA - BASIC SANS HEAVY SF - BLACK (4 1/2")
 Improving Our - CENTURY GOTHIC BOLD - WHITE (8 1/2")
 Infrastructure - CENTURY GOTHIC BOLD - WHITE (7 1/2")
 projects.topeka.org - CENTURY GOTHIC - BLACK (3 1/2")
 - LETTERING FOR 5'-0" WIDE SIGN SHALL USE THE FOLLOWING FONTS:
 CITY OF - BASIC SANS SF - BLACK (1 1/2")
 TOPEKA - BASIC SANS HEAVY SF - BLACK (2 1/2")
 Improving Our - CENTURY GOTHIC BOLD - WHITE (4 1/2")
 Infrastructure - CENTURY GOTHIC BOLD - WHITE (4 1/2")
 projects.topeka.org - CENTURY GOTHIC - BLACK (2 1/2")
 - LETTERING SHALL BE VINYL COMPUTER CUT SCOTCHCAL OR APPROVED EQUAL IN THE COLORS LISTED ABOVE. CITY LOGO SYMBOL SHALL BE BLACK ON GOLD (RGB 240,189,18). BACKGROUND STRIPE SHALL BE NAVY BLUE (RGB 38,76,142). CITY FLAG ROSETTE SHALL BE GOLD (RGB 240,189,18) MATCHING THE GOLD USED IN THE CITY OF TOPEKA LOGO, AND GREEN (RGB 0,158,75)
 - RGB VALUES ARE APPROXIMATE. VARIATIONS FROM THE LISTED RGB VALUES MUST BE REQUESTED FOR APPROVAL.
 - ONE SIDE OF SIGN ONLY.
 - WOOD SIGN AND POSTS SHALL BE PAINTED WITH TWO (2) COAT EXTERIOR WHITE PRIMER AND ONE (1) COAT EXTERIOR WHITE SEMI-GLOSS FINISH.
 - LOCATION OF PROJECT SIGN TO BE DETERMINED BY THE CITY ENGINEER.
 - SIGN SHALL BE ERECTED PRIOR TO ANY CONSTRUCTION ACTIVITY, AND MAINTAINED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION. SIGN SHALL BE REMOVED UPON PROJECT COMPLETION.
 - PROJECT SIGNAGE NOT REQUIRED ON PROJECTS TO BE CONSTRUCTED OUTSIDE THE CITY LIMITS UNLESS SPECIFIED BY THE COUNTY ENGINEER.
 - IF METAL POSTS ARE USED INSTEAD OF WOOD POSTS, THEY MUST BE BREAKAWAY POSTS AS SHOWN ON COT TRAFFIC ENGINEERING'S DT-112.
 - NOTE FOR AUTOCAD: SET MERGE CONTROL TO "LINES OVERWRITE", PLOT IN TRUE COLOR PEN TABLES.
 - PDF AND AUTOCAD FILES CAN BE FOUND AT:
<https://www.topeka.org/engineering/design-right-of-way/>

NO.	DATE	REVISION	BY	APP'D
4	March 2022	ALL NEW SIGN TEXT - 2022	MJM	LH
3	March 2013	Added breakaway metal post, sign & ht.	DHS	SB
2	Dec. 2009	All new sign text	DHS	SB
1	Jan. 2007	Changed Logo	DHS	SB

DRAWN BY: *cm/mcc*
 APP'D BY: *R. Chastity-Lane*



SHAWNEE COUNTY, KANSAS
 PUBLIC WORKS DEPARTMENT
 COUNTY ENGINEER
 1555 S.W. SALINE
 TOPEKA, KS 66618
 (785) 233-7102

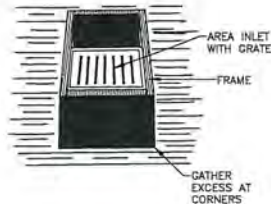
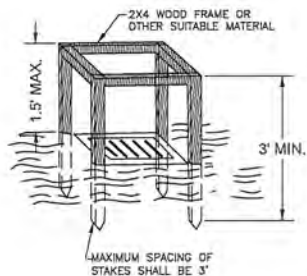


STANDARD DETAILS

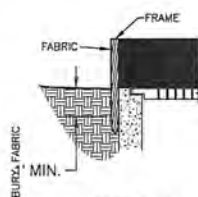
**TYPICAL
 PROJECT SIGNING**
 THROUGH CONSTRUCTION AREAS
 (DT-019)

DATE: APRIL 2022
 SHEET NO: 37 OF 39
 CONST PROJ: 20219.001
 DRAWING NO: DT-019

30% DRAWINGS FOR CHAIR REVIEW



TOP VIEWS



PROFILE VIEW

NOTES:

1. BASE OF FABRIC SHALL BE BURIED AT LEAST 1' BELOW GROUND SURFACE AND BACKFILLED WITH CRUSHED STONE OR COMPACTED MATERIAL.
2. WIRE MESH FENCE MAY BE USED TO SUPPORT FABRIC. TOP OF FENCE SHOULD BE LEVEL WITH FRAME AND BOTTOM BURIED 6" BELOW GROUND.
3. MAY BE NECESSARY TO BUILD A TEMPORARY DIKE ON DOWN-SLOPE SIDE OF STRUCTURE TO PREVENT BYPASS FLOW.
4. STRAW BALES OR GRAVEL FILLED FILTER BAGS MAY BE USED IN LIEU OF FABRIC. IF STRAW BALES ARE USED, TWO 4" (MINIMUM) LONG, 2" X 2" HARDWOOD STAKES SHALL BE DRIVEN THROUGH EACH BALE AND SET BACK 12" TO 24" FROM INLET. IF FILTER BAGS ARE USED, PLACE BAGS SUCH THAT NO GAPS ARE EVIDENT.

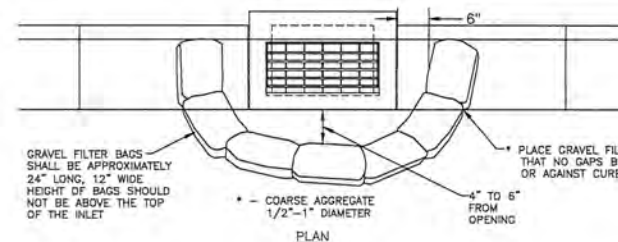
AREA INLET PROTECTION

GENERAL NOTES:

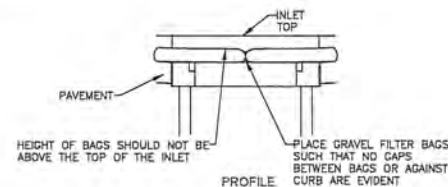
1. ANY EROSION AND SEDIMENT CONTROL MEASURES INTENDED TO CONTROL EROSION OF AN EARTH DISTURBANCE OPERATION SHALL BE INSTALLED BEFORE ANY EARTH DISTURBANCE OPERATIONS TAKE PLACE.
2. THE CONTRACTOR SHALL INSPECT THE LAND DISTURBANCE SITE AFTER EACH SIGNIFICANT RAINFALL EVENT WITHIN A 24-HOUR PERIOD AND ASSURE THAT ALL EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING CONDITION PRIOR TO ANY FORECASTED RAINFALL. SEDIMENT REMOVAL AND ALL NECESSARY REPAIRS SHALL BE MADE TO MAINTAIN THE INTEGRITY OF THE EROSION AND SEDIMENT CONTROL MEASURES. SEDIMENT SHALL BE REMOVED ONCE IT REACHES HALF OF THE INSTALLED HEIGHT OF MEASURE.
3. THE CONTRACTOR SHALL MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES DURING ALL PHASES OF CONSTRUCTION UNTIL OWNER ACCEPTS WORK AS COMPLETE. THE CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING, BERMS, SILT FENCE, SEDIMENT TRAPS OR OTHER MEANS TO PREVENT SEDIMENT FROM REACHING STREAMS, PUBLIC RIGHT-OF-WAY OR ADJACENT PROPERTY.
4. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE REMOVED ONCE 70 PERCENT OF THE PERMANENT COVER IS ESTABLISHED.
5. THE CONTRACTOR SHALL TEMPORARILY SEED AND MULCH ALL DISTURBED AREAS IF THERE HAS BEEN NO CONSTRUCTION ACTIVITY ON THEM FOR A PERIOD OF 14 CALENDAR DAYS. IF THE ENGINEER DETERMINES THAT A SITE HAS A POTENTIAL FOR EROSION, STABILIZATION OF SOIL MAY BE REQUIRED. TEMPORARY SEED MIXTURE SHALL BE APPROVED BY THE ENGINEER OR AS FOLLOWS:

TYPE:	APPLICATION RATE:	
	WINTER WHEAT	120 LBS PER ACRE
	RYEGRASS	75 LBS PER ACRE

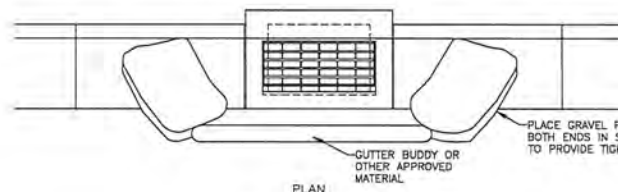
REPAIRS AND RESEEDING SHALL BE PERFORMED BY THE CONTRACTOR AT THE DIRECTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER. IF VEGETATIVE MEASURES ARE NOT EFFECTIVE, NON-VEGETATIVE OPTION MAY BE REQUIRED.



PLAN



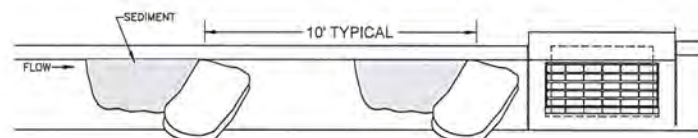
PROFILE



PLAN

SUMP CONDITIONS

NOTE:
DO NOT BLOCK INLET OPENING - STORMWATER MUST BE ALLOWED TO FLOW TO DRAIN AND NOT BYPASS TO DOWNSTREAM.



PLAN

IN GRADE CONDITIONS

NOTES:

1. OTHER APPROVED CURB INLET SEDIMENT FILTERS MAY BE USED.
2. IMMEDIATELY FOLLOWING INLET CONSTRUCTION AND PRIOR TO CONSTRUCTION OF CURB AND INLET THROAT, PROTECT INLET OPENING AROUND PERIMETER. SEE AREA INLET DETAIL THIS PAGE.
3. CONTRACTOR TO CLEAN OUT SEDIMENT AFTER EACH SIGNIFICANT RAINFALL EVENT.
4. DURING CONSTRUCTION GRAVEL FILTER BAGS SHALL BE REPLACED PRIOR TO DEGRADATION.
5. ANY SEDIMENT OR GRAVEL DEPOSITED IN INLET SHALL BE REMOVED PROMPTLY.

CURB INLET SEDIMENT PROTECTION

2	May 2013	Added & Updated Notes	DHS	JCH
1	March 2013	Revised Notes	DHS	JCH
NO.	DATE:	REVISION	BY:	APP'D

DRAWN BY: DHS
APP'D BY: JCH



SHAWNEE COUNTY, KANSAS
PUBLIC WORKS DEPARTMENT
COUNTY ENGINEER
1818 N.W. BALDWIN
TOPEKA, KS 66618
(785) 233-7793

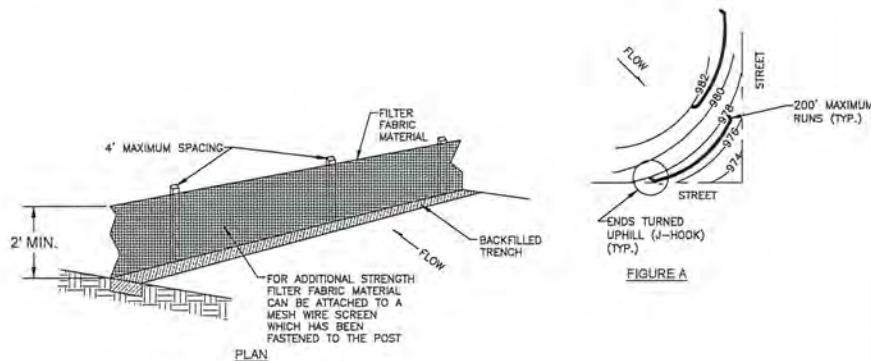


STANDARD DETAILS

EROSION &
POLLUTION CONTROL
INLET PROTECTION AND GENERAL NOTES
(DT-020)

DATE: APRIL 2022
SHEET NO: 38 OF 39
CONST PROJ: 2019-001
DRAWING NO: DT-020

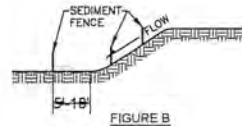
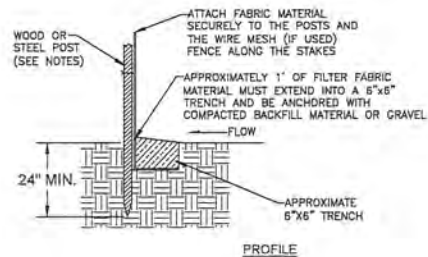
34% DRAWINGS
FOR
CMAA REP



Land Slope and Distance for Sediment Fence

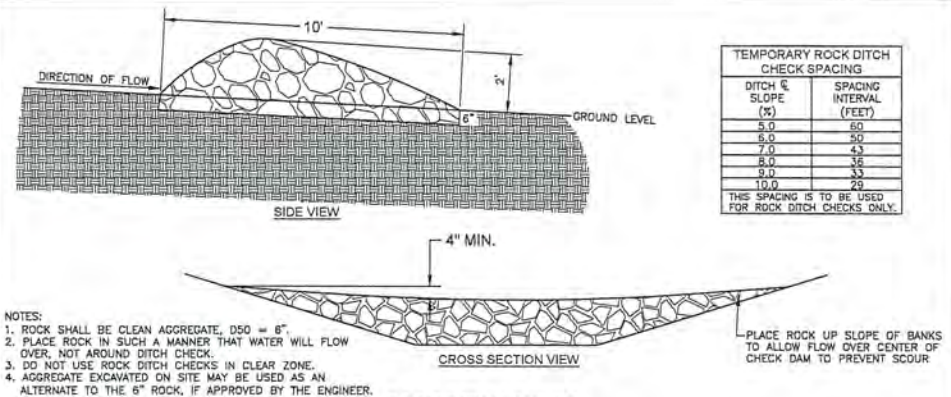
Land Slope (percent)	Maximum Slope Distance* above Fence (feet)
Less than 2	100
2 to 5	75
5 to 10, greater than 10	50*

*Follow manufacturers' recommendations for proper spacing.

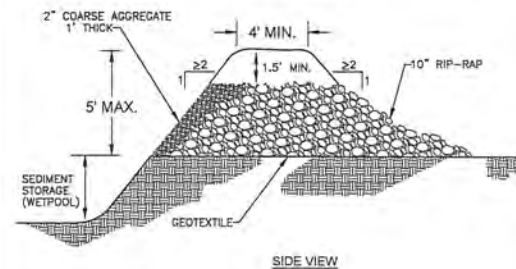
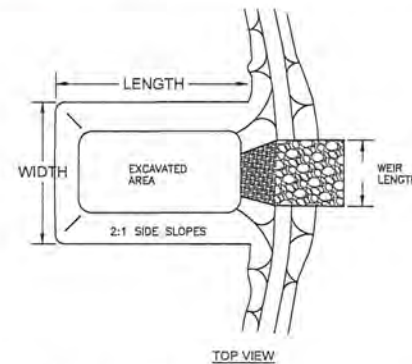


- NOTES:
1. THE USE OF HAY/STRAW BALES IS THE CONTRACTOR'S OPTION. IF HAY BALES ARE USED PLACE TIGHTLY TOGETHER WITH 2"x2"x4" (MIN.) LENGTH WOOD STAKES IN OUTER 1/3 SECTIONS OF BALES. BALES SHOULD BE EMBEDDED INTO THE SOIL A MINIMUM OF 6" WITHIN A MAXIMUM DRAINAGE AREA OF 1 ACRE OR LESS.
 2. THE SEDIMENT FENCES SHALL BE PLACED ALONG CONTOUR LINES, WITH A SHORT SECTION TURNED UPGRADE (J-HOOK) AT EACH END OF THE BARRIERS TO HOLD WATER AND SEDIMENT (SEE FIGURE A).
 3. AREAS THAT CONTAIN LARGER CONCENTRATIONS OF WATER SHALL BE LIMITED TO LENGTHS OF SILT FENCES TO NO LONGER THAN 200' (SEE FIGURE A). LIMIT TO 1/4 ACRE PER 100' OF FENCE. FURTHER RESTRICT AREA BY LAND SLOPE TABLE ABOVE.
 4. AREAS SHOULD BE BROKEN UP WITH INTERIOR SEDIMENT FENCE TO MINIMIZE WATER CONCENTRATIONS AND LONG SLOPES (SEE FIGURE B).
 5. SEDIMENT FENCES INSTALLED AT TOE OF SLOPE SHALL BE PLACED 5' TO 10' AWAY (DOWNSTREAM) TO CREATE SEDIMENT STORAGE (SEE FIGURE B).
 6. DEPTH OF WATER CONCENTRATIONS SHOULD NOT EXCEED 1.5' AT ANY POINT ALONG THE FENCE.
 7. PLACE SILT FENCE ONLY WHERE OVERLAND OR SHEET FLOW DISCHARGES OCCUR.
 8. SILT FENCES SHOULD NOT BE USED IN CONCENTRATED FLOW CHANNELS, OR AS INLET PROTECTION DEVICES IF FLOODING CONDITIONS COULD OCCUR.
 9. DO NOT USE HAY OR STRAW BALES WITH WIRE TIES.
 10. WHEN SEDIMENT REACHES 1/2 HEIGHT OF SILT FENCE OR SIMILAR CONTROL MEASURE, THE CONTRACTOR SHALL REMOVE THE SEDIMENT.

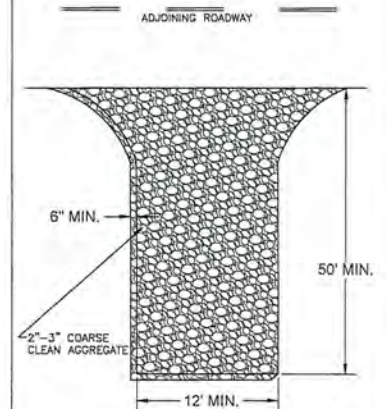
SILT FENCE



ROCK DITCH CHECK



SEDIMENT BASIN



- NOTES:
1. GEOTEXTILE FABRIC MAY BE USED AS AN UNDERLINER IN WET CONDITIONS TO PROVIDE STABILITY.
 2. PROVIDE SUFFICIENT WIDTH, LENGTH & TURNING RADIUS FOR CONSTRUCTION VEHICLES ENTERING & EXITING SITE.
 3. MUST BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF SEDIMENT ON TO STREETS AND KEEP THE ENTRANCE EFFECTIVE.
 4. PROPERLY GRADE TO PREVENT RUNOFF FROM LEAVING CONSTRUCTION SITE THROUGH ENTRANCE/EXIT.
 5. DO NOT ALLOW ROCK SPACES TO BE FILLED IN WITH DIRT - ROCKS MUST BE KEPT LOOSE.

CONSTRUCTION ENTRANCE

NO.	DATE	REVISION	BY	APP'D
3	May 2015	Updated Notes & Added Rock Ditch Check	DHS	JCH
2	March 2013	Repl. Sed. Trap & Added Land Slope Table	DHS	JCH
1	Dec. 2009	Modified Stake Depth & Spacing	DHS	JCH

DRAWN BY: DHS
APP'D BY: JCH



SHAWNEE COUNTY, KANSAS
PUBLIC WORKS DEPARTMENT
COUNTY ENGINEER
1811 W. GARDNER
TOPEKA, KS 66618
(785) 223-7702

TOPEKA
Public Works
ENGINEERING
131 SE WASHINGTON BL. • 2ND FLOOR • TOPEKA, KS 66607
Phone: (785) 249-2942 • Fax: (785) 249-2987

STANDARD DETAILS

EROSION & POLLUTION CONTROL
SILT FENCE, SEDIMENT BASIN,
CONSTRUCTION ENTRANCE,
AND ROCK DITCH CHECK
(DT-021)

DATE: APRIL 2022
SHEET NO. 39 OF 39
CONST. PROJ.: 20219.001
DRAWING NO.: DT-021

P&ID	Tag.	Equipment name	Service	Description/Type	Power supply	HP	Process Temp [°F]
I-SC-601	N-SC-RSP1	RAS Pump	3 PH	Centrifugal	480V	30	100
I-SC-601	N-SC-RSP2	RAS Pump	3 PH	Centrifugal	480V	30	100
I-SC-601	N-SC-RSP3	RAS Pump	3 PH	Centrifugal	480V	30	100
I-S-601	N-S-TWAS BL1	TWAS Aeration Blower	3 PH	Progressive Cavity or Hybrid	480V	100	100
I-AB-601	TBD	Mixed Liquor Recycle Pump	TBD	Submersible Horizontal Impeller	TBD	TBD	TBD
I-AB-601	TBD	Surface Wasting Recycle Pump	TBD	TBD	TBD	TBD	TBD
I-AB-601	TBD	SND Zone 2 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-601	TBD	SND Zone 2 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-601	TBD	SND Zone 4 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-601	TBD	SND Zone 4 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-602	TBD	SND Zone 2 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-602	TBD	SND Zone 2 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-602	TBD	SND Zone 4 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-602	TBD	SND Zone 4 Mixer	TBD	Large Propellor Low Speed Mixer	480V	5.5	104
I-AB-601	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-601	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-601	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-601	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-602	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-602	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-602	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-602	TBD	Fermenter Mixer	TBD	High Speed Submersible	TBD	TBD	TBD
I-AB-601	TBD	Scum Weir	TBD	TBD	TBD	TBD	TBD
I-AB-602	TBD	Scum Weir	TBD	TBD	TBD	TBD	TBD
I-AB-601	TBD	SND Zone 1 Diffuser	TBD	Fine Pore	TBD	TBD	TBD
I-AB-601	TBD	SND Zone 3 Diffuser	TBD	Fine Pore	TBD	TBD	TBD
I-AB-602	TBD	SND Zone 1 Diffuser	TBD	Fine Pore	TBD	TBD	TBD
I-AB-602	TBD	SND Zone 3 Diffuser	TBD	Fine Pore	TBD	TBD	TBD
I-BB-601	TBD	BNR Blower	TBD	High Speed Gearless Turbo	TBD	TBD	TBD
I-BB-601	TBD	BNR Blower	TBD	High Speed Gearless Turbo	TBD	TBD	TBD
I-BB-601	TBD	BNR Blower	TBD	High Speed Gearless Turbo	TBD	TBD	TBD
I-BB-601	TBD	BNR Blower	TBD	High Speed Gearless Turbo	TBD	TBD	TBD
I-SC-602	TBD	Compressed air mixing	TBD	TBD	TBD	TBD	TBD

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City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE: October 11, 2022
CONTACT PERSON: Braxton Copley, Utilities Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Cook, Flatt, and Strobel Engineers, P.A.
PROJECT #: T-281245.09
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: Yes
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Utilities contract between the City of Topeka and Cook, Flatt and Strobel Engineers, P.A. for professional engineering services to aid the City with engineering design and construction documents for the Boswell Ave Water Main Replacement Project.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends that the Governing Body approves the contract as part of the consent agenda.

BACKGROUND:

Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must first be approved by the Governing Body. Professional Services include architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management, and other similar services requiring specialized knowledge or certification in a particular field.

The Utilities Department issued a request for proposal (RFP) for engineering design and construction services as outlined and awarded through the bidding process.

BUDGETARY IMPACT:

\$95,500.00

SOURCE OF FUNDING:

Revenue Bonds

ATTACHMENTS:

Description

Contract - Cook, Flat and Strobel Engineering for Boswell Water Main

Event 2618 Professional Engineering for Water Main Replacement Boswell Ave T-281245.09

Event 2618 Preveiw

Cook, Flatt, and Strobel Engineering Proposal

Event 2618 Location Maps Water Main Replacement Boswell Ave T-281245.09

Adopted 2022-2031 CIP MASTER 06.01.20

Event 2618 Metro Ad

Contract No. _____
Project No. T-281245.09

**CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Cook, Flatt & Strobel Engineers, P.A.
(Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on T-281245.09 Boswell Avenue Water Main Replacement. These services include providing engineering design and construction documents for the Boswell Avenue Water Main Replacement (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer.
agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Topeka

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Topeka Design Criteria and Drafting Standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Contract No. _____
Project No. T-281245.09

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

Contract No. _____
Project No. T-281245.09

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

Contract No. _____

Project No. T-281245.09**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Contract No. _____
Project No. T-281245.09

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Michael J. Morrissey, P.E.
Cook, Flatt & Strobel Engineers, P.A.
2930 S.W. Woodside Drive
Topeka, KS 66614
(785) 272-4706

Owner: Braxton Copley, Director
City of Topeka Utilities Department
3245 NW Water Works Drive
Topeka, KS 66606

With a Copy to: City Clerk
215 SE 7th Street
Topeka, KS 66603

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

Contract No. _____
Project No. T-281245.09

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

Contract No. _____
Project No. T-281245.09

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. _____
Project No. T-281245.09

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF TOPEKA

Owner

By: Stephen Wade

City Manager

Title

Date:

Attest:

City Clerk, Brenda Younger

COOK, FLATT & STROBEL ENGINEERS, P.A.

Engineer

By: Kevin Holland, P.E.

Vice-President

Title

Date:

Attest:

Contract No. _____
Project No. T-281245.09

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Cook, Flatt & Strobel Engineers
Project Number & Name: T-281245.09 Boswell Avenue Water Main Replacement

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

Provide bid documents to replace waterline within the bounds of the project area: The existing 8" Cast Iron Pipe along SW Boswell Ave from SW 27th St. to SW 28th St., approximately 1,100 LF; the 8" CI pipe along SW Brooklyn Ave from SW Jewell Ave to SW Boswell Ave., approximately 400 LF; and the 8" CI pipe along SW Brooklyn Ave from SW Boswell to SW Burlingame Rd., approximately 2,000 LF.

The Engineer agrees to provide the following services:

1. Topographic survey, utility survey, establishment of existing right-of-way, geotechnical boring analysis for substrata analysis of waterline routing, waterline design, construction phasing plans, and utility coordination prior to construction.
2. Complete design plans and specifications suitable for City of Topeka to advertise and bid out on the City of Topeka Bid Portal, including waterline replacement plans and phased construction plans.
3. Submit Notice of Intent application with application fee to KDHE on behalf of the City of Topeka.
4. Attend and present at 2 Public Information meetings, venues provided by the City of Topeka.
5. Bid tabulation analysis, and recommendation to award if feasible.
6. Attend preconstruction meeting lead by City of Topeka inspection services.
7. Provide As-built Plans based on markups provided by City of Topeka inspection.

See Attachment E for Project Schedule.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

1. Any changes in general scope, extent or character of the project from its design, including but not limited to change in size, complexity, Owner's Schedule, character of construction or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control. This project does not require street, sidewalk or trail plans beyond the limits of restoring pavement patching at existing pavement removals as required for waterline construction. This project does not require ADA ramp plans, bidding services, staking services, construction inspection, construction administration, or permitting. Right-of-way and/or Temporary Easement legal descriptions are also supplemental services that can only be determined during the course of the design.

Contract No. _____
Project No. T-281245.09

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Cook, Flatt & Strobel Engineers
Project Number & Name: T-281245.09 Boswell Avenue Water Main Replacement

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services described in Attachment A, an hourly rate plus mark-ups and expenses as defined below, not-to-exceed \$95,500.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

Contract No. _____
Project No. T-281245.09

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Cook, Flatt & Strobel Engineers
Project Number & Name: T-281245.09 Boswell Avenue Water Main Replacement

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

Contract No. _____
Project No. T-281245.09

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Topeka, Kansas
Engineer:	Cook, Flatt & Strobel Engineers
Project Number & Name:	T-281245.09 Boswell Avenue Water Main Replacement

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

Contract No. _____
Project No. T-281245.09

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Cook, Flatt & Strobel Engineers
Project Number & Name: T-281245.09 Boswell Avenue Water Main Replacement

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule: Engineer will make plan submittals to Owner based on the following schedule:
 - a. Concept Drawings - Engineer will submit concept drawings within 30 calendar days after Notice to Proceed by Owner.
 - b. Field Check - Engineer will submit field check drawings within 45 calendar days after Notice to Proceed by Owner with an Owner acceptance of the concept drawings.
 - c. Right-of-Way Drawings - Engineer will submit right-of-way drawings within 30 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Office Check - Engineer will submit office check drawings and specifications within 30 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - e. Final Plans - Engineer will submit bid documents within 30 calendar days after the Notice to Resume Work is given by Owner following Office Check.
 - f. As-Built Plans – Engineer will submit as-built plans within 30 calendar days after marked-up plans are returned to the Engineer, from the Owner or within 30 calendar days after all punch list items have been completed if the Engineer's firm provided construction inspection services for the project.

ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES

2022 RATE SCHEDULE

COOK, FLATT & STROBEL ENGINEERS, P.A.

LABOR CATEGORY	HOURLY RATE
Senior Engineer	\$163.00
Engineer	\$144.00
Intern Engineer	\$108.00
Architect/Landscape	\$169.00
Senior Design Technician	\$143.00
Senior Technician	\$108.00
Technician	\$92.00
Junior Technician	\$75.00
Licensed Surveyor	\$137.00
Survey Chief	\$109.00
Survey Technician	\$79.00
Survey Crew (2 person)	\$196.00
Survey Crew (1 person)	\$142.00
Drilling Crew (2 person)	\$286.00
Construction Manager	\$161.00
Construction Supervisor	\$114.00
Senior Construction Technician	\$112.00
Construction Technician	\$92.00
Junior Construction Technician	\$65.00
Project Manager	\$200.00
Principal	\$248.00
Administrative	\$128.00
Clerical/Support	\$82.00
<u>Direct Expenses - Pending</u>	
Mileage	\$0.625/mile
Mileage (Drill rig)	\$4.80/mile
Motel	At Cost
Meals	\$59.00/Day

(8/1/2022)(20T)



COOKFL0001

LPARKHURST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples Insurance Group 1415 SW Topeka Blvd Topeka, KS 66612	CONTACT NAME: Lisa Parkhurst PHONE (A/C, No, Ext): (785) 271-8097 FAX (A/C, No): E-MAIL ADDRESS: lparkhurst@peoplesinsure.com														
INSURED Cook, Flatt, & Strobel Engineers PA 2930 SW Woodside Dr. Topeka, KS 66614	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Cincinnati Insurance Companies</td> <td>2445</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Cincinnati Insurance Companies	2445	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			ECP 0433938	4/15/2020	4/15/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0433938	4/15/2021	4/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			ECP 0433938	4/15/2020	4/15/2023	EACH OCCURRENCE \$ 4,000,000
			AGGREGATE \$ 4,000,000				
	☐ DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EWC 0433939	4/15/2021	4/15/2022	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	Professional Liab			AEH591909121	4/15/2021	4/15/2022	Aggregate Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Topeka Public Works Department 620 SE Madison 2nd Floor Topeka, KS 66607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lisa M. Parkhurst</i>
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CITY OF TOPEKA

Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603

P: (785) 368-3749
F: (785) 368-4499

PROFESSIONAL ENGINEERING DESIGN SERVICES REQUEST FOR PROPOSAL

WATER MAIN REPLACEMENT PROJECT BOSWELL AVE T-281245.09

I. PURPOSE FOR REQUEST

The Utilities Department is requesting proposals for professional engineering services for City of Topeka Project No. T-281245.09 “Boswell Avenue Water Main Replacement Project” (the Project). The services include providing engineering design and construction documents for a water main replacement project.

II. BACKGROUND INFORMATION

The City of Topeka (City) provides potable water service to approximately 53,000 retail accounts, five rural water districts (RWDs), and the Metropolitan Topeka Airport Authority. The estimated service area population, including the population served via the RWDs, is approximately 147,000 people. The City owns and maintains a 63-MGD water treatment plant, nine booster pumping facilities, 10 distribution storage facilities, and almost 900 miles of distribution system piping. The Utilities Department is responsible for planning, constructing, operating, and maintaining all water supply, treatment, and distribution facilities in the system, and for monthly billings for the water, wastewater, and storm water services, as well as for Shawnee County Solid Waste services.

Over the past three decades, the City has been challenged by a high water main break occurrence rate. From 2011 to 2020 the Utilities Department repaired an average of 593 breaks per year. In 2018, the City hired FRACTA to develop a model to assess condition and risk for all of the piping in the distribution system. Using this model, the City is able to identify which water mains represent the greatest business risk exposure (BRE). The existing 8” Cast Iron Pipe along SW Boswell Ave from SW 27th St. to SW 28th St. is approximately 1,100 LF; the 8” CI pipe along SW Brooklyn Ave from SW Jewell Ave to SW Boswell Ave. is approximately 400 LF; and the 8” CI pipe along SW Brooklyn Ave from SW Boswell to SW Burlingame Rd. is approximately 2,000 LF; all have a notable break history and a high BRE score.

III. SCOPE OF SERVICES

This firm selected for the Project will produce a set of drawings and a project manual for a water main replacement project. The Project will be designed and constructed in accordance with the City of Topeka and Shawnee County Standard Technical Specifications. Basic Services provided may include, but are not limited to the following:

1. Meet with City staff at critical stages throughout design
2. Perform field and topographic surveys as necessary
3. Determine the alignment for the water line improvements
4. Perform investigative soil borings
5. Coordinate with other City utilities and private utility owners
6. Prepare temporary easement, permanent easement, and/or right-of-way descriptions as necessary
7. Develop and submit conceptual drawings (30% complete) with an estimate of probable construction costs (EPCC)
8. Develop and submit field-check drawings (60% complete) and an updated EPCC
9. Develop and submit office-check drawings and project manual (90% complete) and an updated EPCC
10. Develop and submit final drawings, project manual, invitation to bid, bid form, and a final EPCC for the purpose of bidding the project.
11. Facilitate two (2) public meetings: the first public meeting is to be held after the office check plans have been prepared to allow for public input, and the second public meeting is to be held after the project has been awarded to inform the public about the details of construction including phasing, traffic control and estimated start and end dates. The purpose of both meetings is to inform the public.
12. Facilitate the pre-bid meeting
13. Respond to questions from prospective bidders as necessary
14. Prepare addenda as necessary
15. Prepare a tabulation of bids and make a recommendation of award for construction
16. Review submittals
17. Provide construction administration services such as review pay, applications, attend periodic inspections and provide plan revisions to address unexpected situations
18. Prepare as-built plans incorporating field notes and verify that the City's GIS map is correctly updated from the As-built

IV. PROPOSAL FORMAT

All information submitted becomes the property of the City of Topeka. Proposals received after the time indicated in this request will not be considered. Proposals are to be limited to a total of 10 (ten) pages (not counting front and back cover, cover letter, table of contents, and section dividers) using margins not smaller than 1.0" and font size not smaller than 10. The proposal should include the following:

1. Project understanding
2. Project approach
3. Company background
4. Demonstrated ability to meet deadlines for submission of concept, field check, office check and final plans
5. Similar experience
6. Project team
7. Proposed design schedule

V. SELECTION PROCESS

The City will review all submittals and select the firm deemed most qualified to begin the contract scope/fee negotiation process. If the City and the selected firm cannot agree on scope and/or fee, the City may terminate negotiations and select another firm. Furthermore, the City may elect to interview one or more firms prior to making its selection. Proposal evaluation scoring will be based primarily on the following considerations:

1. 20% Project understanding and approach
2. 20% Demonstrated ability to meet deadlines for submission of concept, field check, office check and final plans
3. 20% Qualifications, and accessibility of personnel assigned to the Project
4. 15% Similar experience
5. 10% Familiarity with the City's water distribution system and City's design criteria and technical specifications.
6. 10% Proposed design schedule
7. 5% Project team organization



THE CITY OF

TOPEKA

A CAPITAL CITY GOVERNMENT. WORKING FOR YOU

Event # 2618-0

Name: Professional Engineering Services

Reference: Boswell Avenue Water Main Replacement T-281245.09

Description: The services include providing engineering design and construction documents for a water main replacement project. This project will involve the replacement of approximately 3500 LF of 6" and 8" Cast Iron pipe along SW Boswell Ave from SW 27th St. to SW 28th St., along SW Brooklyn Ave from SW Jewell Ave to SW Boswell Ave, and along SW Brooklyn Ave from SW Boswell to SW Burlingame Rd with a notable break history and a high BRE score.

Buyer: Leigha Boling

Status: Pending open

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: ENGINEERING

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 07/12/2022 12:21:00 PM

Open: 07/12/2022 12:20:00 PM

Q & A Close: 07/29/2022 12:00:00 PM

Close: 08/04/2022 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitations or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers to enhance the competitive sealed bidding process. The City is unable to include every supplier in all events that they may be able to quote on. Registration on this site does not guarantee your organization notification of every bidding opportunity.

Event # 2618-0: Professional Engineering Services

Disclaimer

Disclaimer. The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

Standard Terms and Conditions

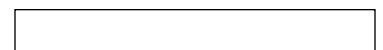
Terms and Conditions

STANDARD TERMS AND CONDITIONS

Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

1. READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY. Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. NEGOTIATED PROCUREMENT: The City reserves the right to negotiate with the selected bidder of this solicitation. The final evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)
4. APPEARANCE BEFORE COMMITTEE: Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. QUESTIONS & ADDENDA: All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.
6. PRE-PROPOSAL CONFERENCE: If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.



Event # 2618-0: Professional Engineering Services

7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.
8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:
- Adequacy and completeness of proposal;
 - Compliance with the terms and conditions of the request;
 - Experience in providing like services or products;
 - Qualified staff;
 - Methodology in accomplishing objectives;
 - Response format as required by this request;
 - Price; and
 - Any other requirements specific to the service or product as outlined by the City of Topeka.
9. **ACCEPTANCE OR REJECTION:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.
10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.
11. **CONTRACT DOCUMENTS:** In the event of a conflict in terms of language among the documents, the following order shall govern:
- Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
 - Written modifications to the executed contract;
 - Written contract signed by the parties;
12. **OPEN RECORDS ACT:** All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.
13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.
14. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of time to be determined by the City.
15. **INSURANCE:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.
16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

- (1) Transmittal letter which includes the following statements:
- (a) That the vendor is the prime contractor and identifying all subcontractors
 - (b) That the vendor is a corporation or other legal entity
 - (c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal
 - (d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability
 - (e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.
 - (f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this

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Event # 2618-0: Professional Engineering Services

contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a) Date established

(b) Ownership (public, partnership, subsidiary, etc.)

(c) Number of personnel, full and part time, assigned to this project by function and job title

(d) Data processing resources and the extent they are dedicated to other matters

(e) Location of the project within the vendor's organization

(f) Relationship of the project and other lines of business and

(g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Insurance Req with Errors and Omissions Coverage

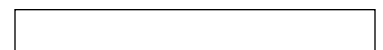
INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:
Per Occurrence \$1,000,000



Event # 2618-0: Professional Engineering Services

General Aggregate\$2,000,000
Products & Completed Operations Coverage Aggregate\$2,000,000
Property Damage per occurrence\$100,000

Automobile Liability
Combined Single Limit for Bodily Injury and Property Damage Aggregate\$500,000

Professional Liability (Errors and Omissions)
Provide separate "claims made" form
Per Claim\$1,000,000
General Aggregate\$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka
Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, KS 66603

Attachments

Attachment

Event 2618 Professional Engineering for Water Main Replacement Boswell Ave T-281245.09.pdf

Event 2618 Location Maps Water Main Replacement Boswell Ave T-281245.09.pdf

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
925	ENGINEERING SERVICES, PROFESSIONAL

Line Details

Line 1: Professional Engineering Svcs

Event # 2618-0: Professional Engineering Services

Description: Enter 1.00 in both the quantity and price fields. No prices are being solicited at this time. Bidders shall upload their technical proposal as directed in the RFP document.

Item: BOSWELL AVE WATER MAIN RPLMT Professional Engineering Svcs

Commodity 925 ENGINEERING SERVICES, PROFESSIONAL
Code:

Quantity: 1.000 **UOM:** LS

Requested 06/30/2023

Delivery Date:

Require Yes
Response:

Price Breaks Allowed: No

Alternate Items No
Allowed:

Add On No
Charges
Allowed:

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	8213063800	52203	100.000%

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Kasold Drive - Lawrence, KS

REQUEST FOR PROPOSALS

WATER MAIN REPLACEMENT PROJECT BOSWELL AVENUE

Project No. T-281245.09

Submitted to:
CITY OF TOPEKA, KANSAS

Submitted by:
COOK, FLATT & STROBEL ENGINEERS, PA

August 4, 2022



Cook, Flatt & Strobel Engineers, P.A.
2930 SW Woodside Drive
Topeka, Kansas 66614
785.272.4706
www.cfse.com

August 4, 2022

City of Topeka
Contracts and Procurement Division
215 SE 7th Street, Basement, Room 60
Topeka, KS 66603-3983

Re: Water Main Replacement Project | Boswell Avenue | Project No. T-281245.09

Dear Members of the Selection Committee:

Cook, Flatt & Strobel Engineers, PA (CFS) is pleased to offer our professional engineering services to the City of Topeka, Kansas, on the Boswell Avenue Water Main Replacement Project T-281245.09.

We have been directly involved with designing projects around existing conditions and budget requirements. Our focus is on the **creation of a community guided vision, goals and strategies** for a successful project. The CFS team is **prepared to deliver a comprehensively reliable project** that advances the City's infrastructure improvement program.

Our personnel are committed to this project with Michael Morrissey serving as the Project Manager. Mr. Morrissey's **dedication to provide the City with exceptional engineering** is illustrated through his commitment to quality and his understanding of City of Topeka processes. Mr. Morrissey has been **involved with the City of Topeka's monthly water design meeting**, and is ready to apply the prescribed updates to our plans. CFS staff has current **understanding of waterline design processes** as well, and is ready to focus their attention on providing quality plans and design.

The included information illustrates the professional qualifications and experiences that make the CFS team the most qualified for the Boswell Avenue Water Main Replacement Project. We look forward to continuing our service to the City of Topeka on this project.

Respectfully Submitted
Cook, Flatt & Strobel Engineers, PA

A handwritten signature in blue ink, appearing to read 'K Holland'.

Kevin Holland, PE
Project Director
785.272.4706 | kholland@cfse.com

A handwritten signature in blue ink, appearing to read 'Michael J. Morrissey'.

Mike Morrissey, PE
Project Manager | Point of Contact
785.272.4706 | mmorrissey@cfse.com

PROJECT UNDERSTANDING PROJECT APPROACH

The project's focus is replacing approximately 1315 linear feet of 6" cast iron pipe and 1167 linear feet of 8" cast iron pipe, along SW Boswell Avenue and SW Brooklyn Avenue. These lines were originally built between 1955 and 1957, putting them at about 67 years old. Our proposal outlines our qualifications and approach for engineering services for the water main replacement as described in the Request for Proposal.

For this Water Main Replacement project, CFS plans to base its approach with a combination of Open Cut and Horizontal Directional Drilling (HDD) under the existing pavement of the neighborhood. This affords the City the ability to minimize impacts to the existing pavement and residential access. The layout of the neighborhood will lend itself nicely to through construction traffic control due to its multiple access points. A One-Way system may be devised with plated driveway accesses as needed along the looped portion of the project. We have successfully implemented this method of traffic control and homeowner access on the Yorkshire Waterline replacement project, currently under final completion. The existing sanitary sewer is located in the backyard easements, with only three crossings to be concerned about.

A successful project depends upon many factors, including open communication, a good understanding of the City's needs, and a commitment to work with the City to meet those needs on schedule and budget.

We have gained valuable lessons and insights on coordinating the replacement solution for the Yorkshire Waterline Replacement project. The most important thing we at CFS Engineers have learned in our process for designing waterlines is to create a schematic design and sequence of events during the field check phase of the project. Many times, a theoretical waterline replacement can have the most efficient route and number of fittings, but it is either unbuildable due to the amount of time customers are out of service, unbuildable due to the landlocking of road closures, or unbuildable due to the inability to disinfect and flush isolated sections, all of which can force design reworks on critical timeframes. We will provide a robust schematic of the existing system, with the proposed system overlayed, along with our first draft of a construction sequence during the Field Check stage of plan production. By establishing this early, we will eliminate the need for costly reworks of the design during Office Check or even Final Plans. Our schedule has broken out a specific line for just this task, ensuring that the subsequent submittals will be ahead of schedule with minimal adjustments. The neighborhood is in a good situation in that there are plenty of valves available for isolating sections for tie ins. This allows us to keep all residences in water until the new mains are in service and ready for the service swap over.

The project will be initiated with a Kick-Off Meeting to establish lines of communication and confirm the final scope and schedule. This meeting will be inclusive of all pertinent City of Topeka Departments in order to validate a complete coordinated solution for street, stormwater, traffic control, erosion control, and public information coordination. One important aspect of the kick-off meeting will be to review budget funding

sources, limitations, and potential design solutions. Our project team will work closely with the City to determine the best and most economical route for the proposed water main. As stated, we believe this will include a combination of Horizontal Directional Drilling and Open cut. The existing mains are typically just behind the curb, in the greenspace, leaving little to no greenspace available for the proposed main. By utilizing HDD installation, we will reduce the cost of pavement replacement. Although HDD will minimize pavement replacement, there are several tie-ins and service line connections that will require open cut installation and special traffic control phases of short duration.

Also, it is important to note that the size of this project, at 2482 linear feet, is just getting into the right length to make HDD construction a viable method of install. As a part of our scope, we will include a cost/benefit comparison of HDD bid price compared to open cut for the entire project. We will also communicate with the Engineering Department in regards to pavement replacement forecasts that could potentially be cost shared. Considering the size of the project, it may be worth considering a bid package with alternates. Once these scope discussions are complete, our surveyors will immediately start topographic surveys and provide any property surveys for boundary lines along the route if needed. CFS has the ability to use both ground survey collected topography as well as LiDAR elevation data. After the initial survey, we will meet with City of Topeka staff to discuss the design alternatives and then proceed into plan production to provide construction documents early in the overall schedule and allow for any public meetings with individual groups to mitigate any publicity issues for the project.

PROJECT DESIGN

The proposed water main will be designed to meet APWA guidelines while using the newly updated City Design Criteria as listed in Section 8 of the City Specifications. We have been involved over the last year in several waterline replacement project while in the midst of the Specification revisions, putting CFS Engineers in an excellent position to bring plan quantities and bid items up to the current standard.

Our Field Check submittal will also include the results of borings and soil tests which we can complete in-house. It is imperative that the field check alignment be vetted with a statistically viable sample of borings in order to confidently profile and quantify rock excavation. CFS Engineers has recently expanded with our Geotechnical office in North Topeka. Our geotechnical staff is second to none, and it shows in the glowing reviews we have received from municipalities, contractors, and project owners.

CFS will gather the necessary ownership information, including title reports, surveyed exhibits, and easement documents in order to determine optimal alignment and to identify proposed acquisition requirements. CFS will work with City staff and adjacent residents to allow property owners to view impacts to their property, locations of anticipated easements and to begin the right-of-way and easement acquisition process.

We have experienced great success in broaching right-of-way matters with property owners in early plan development. Obtaining easements and/or right-of-way can often be the choke point of a project and can cause delays. The design will avoid the need for acquisition to the furthest extent. However, if needed, right-of-way and easement maps will be developed as well as temporary and permanent easement documents with descriptions for the coordination with surrounding property owners. CFS survey crews will be available to stake proposed acquisition areas.

CFS will develop cost estimates based on the preliminary plans and update the cost estimate during final plan preparation. We will use our past project knowledge, communication with contractors, as well as our recent experience to develop accurate cost estimates.

The construction sequencing and traffic control plan will show the proposed construction sequencing and limit the impact to existing roadways, sidewalks, driveways, paths and utilities. This includes any needed detours, phasing and addressing the safety concerns of the City. This plan will attempt to maintain access to all residents and businesses during construction.

After the City completes the signature process on the Cover Sheet, we will provide additional sets with the released cover sheet as well as electronic copies (pdf) of all documents needed to bid the project on the E-Procurement section of the City of Topeka website.

UTILITY COORDINATION

Recently, the City of Topeka has experienced utility conflicts during construction. The root of these conflicts have been traced to poor existing utility location markings in the field during survey and design. One way to mitigate this risk is to include existing utility and potholing during the survey phase of design. We have successfully used this method on both our 37th Terrace project in Clarion Woods and our Yorkshire project. CFS will take the initiative to manage coordination efforts that result in one-on-one meetings with each utility company to verify existing utility locations and integrate the information into the design to identify potential conflicts. The proposed design will avoid utility relocations wherever possible. We have also begun using drone aerial photography after utility locates are marked on the street to make a record of the provided locates. This provides a safety net for both the City and CFS Engineers if utility conflicts arise.

RISK MANAGEMENT

Unknown and uncontrollable influences such as weather and season, inaccurate utility locates, contractor bids/costs, mid-project scope change, other stakeholders or emergency repairs can cause delays and affect schedule. Risk is a component that will be managed like any other project item. While it is impossible to eliminate risk all together, components can be incorporated in the design to minimize it, and/or have options at hand to make the necessary field adjustments quickly to reduce or eliminate delays in the schedule.

Risk impacts can include project delays, scope creep and increase in costs. Open lines of communication between CFS, contractors and the City during construction can help in staying in front of project risks and issues before they happen and as they are identified, providing in the field solutions while minimizing impacts to schedule and costs.

Minimizing impacts can be accomplished using different design components and construction techniques. Keeping in mind that service disruptions should be kept to a minimum, design of the waterline will be completed with testing and flushing planned out so that phased portions of the project can be placed in service, reducing the down time to customers.

STAKEHOLDER OUTREACH

Public engagement and communication with the existing property owners/neighborhoods is a vital part of the overall success of any construction project. Each project is different, but our typical process includes contacting adjacent neighborhood associations and individual property owners. It is very important to account for stakeholder opinion and incorporate their desires into the design when it makes sense. Mike Morrissey has gained a reputation of clearly presenting important information such as phasing and access plans to the general public, and he will be our lead presenter at all public information meetings. With zoom meetings as the primary method during the pandemic, we have used

a QR code printed on the mailer invites which makes it easy for residents to join the meeting with any smartphone.

CONSTRUCTION PHASE SERVICES

CFS will further provide the City of Topeka Utilities Department and the contractor clarification and answer any questions that arise during bidding and construction. CFS is well versed in the workings of bidding a project through the City of Topeka Office of Contracts and Procurement. All of the necessary paperwork and copies will be provided in a timely manner for City Staff review and AA form routing and to keep the project on schedule.

CFS can, at the City's request, provide additional support to City inspection during construction. CFS can assist and represent the City with any part of the bid phase, bid opening, recommendation, shop drawing review, document preparation, pay estimate review and change order review if needed. CFS can also provide construction inspection if needed. We are aware that City staff typically provides the inspection, but if City staff needs support due to a large number of construction projects, CFS can help fill the need.

QUALITY CONTROL

The quality of the completed project reflects on the entire team and is directly related to the City of Topeka's satisfaction. The Project Manager will work to assure the overall quality control of the project. The Project Manager is responsible to assemble team members to review plans prior to any submission. Our goal is to provide a product that meets or exceeds the City's requirements.

Quality control reviews are conducted with a review team of members not regularly associated with the project. The production team gives a presentation of the project to the review team for subsequent review. The QC Manager then relays concerns and questions to the production team and issues are resolved before a final QC mark-up is returned.

CFS Engineers has been an active design team member for the City of Topeka Utilities Department for water main construction and has gained experience of common issues related to these types of projects. We are excited to continue improving the water main system here in Topeka, our home.



CFS hosting a Public Meeting



Internal CFS Quality Control Meeting

COMPANY BACKGROUND

CFS is a full-service civil engineering consulting firm that provides professional engineering, transportation and environmental services throughout the Midwest. Our staff of over 110 professionals offers client-focused solutions for public infrastructure, private development, structural, geotechnical and survey projects.

To Cook, Flatt & Strobel, engineering is more than just eye-pleasing design. To us, engineering means relationships, community and trust while forging lasting, reliable partnerships with common goals. We are strategic thinkers, detailed producers, and innovative problem solvers. We work hard to deliver quality with passion while remaining flexible and dependable.

Our team includes dynamic professionals passionate about tackling challenges and generating real-world, common sense solutions. Within each project, we strive to improve quality of life, protect natural resources, and better the environment. CFS integrates a broad range of services within one organization, offers comprehensive approaches to clients, and provides expertise to infrastructure challenges.

We're not just an engineering firm; we're an extension of your values and hard work.

WATER RESOURCE ENGINEERING

CFS provides long term solutions for water and wastewater to meet current and future needs and projected regulation requirements. CFS designs water distribution and sewer collection and conveyance systems, including pumping systems. We often utilize the latest in trenchless technologies and pipe-lining in order to minimize construction costs and disruption to the public. CFS is skilled in assisting our clients to identify and obtain various types of funding for water resources projects, including state revolving loans and grant opportunities. We maintain close relationships with regulatory agencies in order to keep our clients informed on all water and wastewater regulations.

SURVEY

CFS Engineers utilizes the most current technology and qualified staff to collect and manage topographic and boundary data. Licensed land surveyors prepare all legal descriptions, including easements, rights-of-way, and exhibits. CFS survey crews provide staking services for hundreds of different projects including grading, bridges, roads, utilities, sites, and buildings. We work with the contractor to provide clear, accurate direction for construction.

CFS ENGINEERS SERVICES:

Public Utilities
Utility Coordination
Surveying
Transportation / Roadway Design
Complete Streets
Traffic Engineering
Multi-Modal Transportation Planning
Landscape Architecture
GIS Mapping
Geotechnical
Public Involvement

Type of Business: Corporation

Date of Establishment: 1961

Based in the heartland, CFS spans 7 regional offices in Kansas and Missouri, ready to serve your engineering needs.

OFFICE LOCATIONS:

Topeka, Kansas (2)
Lawrence, Kansas
Kansas City, Kansas
Kansas City, Missouri
Springfield, Missouri
Jefferson City, Missouri

CONTACT INFORMATION:

Mike Morrissey, PE
Project Manager | Point of Contact
2930 SW Woodside Drive
Topeka, KS 66614
o: 785.272.4706
mmorrissey@cfse.com



UTILITY COORDINATION

CFS Engineers will proactively manage utility coordination efforts by meeting with each utility company to verify existing utility locations and integrate the vital information into our design to identify potential conflicts and outline relocation requirements. This work, early in the project development process, helps to ensure that future change orders and cost overruns do not occur. CFS also provides as-builts and relocation management services.

GEOTECHNICAL ENGINEERING

CFS performs subsurface investigations and sampling as well as testing, analysis, and evaluation of materials and preparation of geotechnical reports including all data, procedures, testing, results and recommendations. CFS provides various types of geotechnical analysis and design, including foundation analysis and design, subsurface drainage analysis and design, and pavement analysis and design. We can also conduct any necessary geophysical surveys utilizing seismic testing, resistivity testing, sonic testing, magnetic testing, ground penetrating radar or thermography. CFS also has our own drill rig which helps with responsiveness.

PUBLIC INVOLVEMENT

CFS provides a wide range of services to engage a variety of stakeholder groups in the public process. This includes communications, stakeholder engagement, public education and outreach, public involvement, and public relations. We take technical and complex policy and design information and make it easily understandable for diverse groups - a scenario where stakeholders feel empowered and able to engage in the process. We utilize various levels of technology but never forget that the public involvement process is best served by traditional face-to-face discussion.



SIMILAR EXPERIENCE

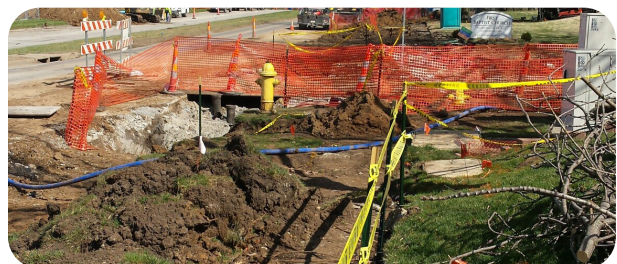
INDIAN HILLS TRANSMISSION MAIN 21ST STREET TO 29TH STREET TOPEKA, KANSAS

The Indian Hills Water Transmission Main project includes 1 mile of 18" Zinc Coated Ductile Iron Pipe. The new line runs parallel to an existing 12" line, which will continue to provide the service connections to customers. The 18" connections at each end of the project have recently been constructed as a part of the 29th St project and the 21st St. project, making the connection simple with minimal service interruptions. Two pressure equalizer connections to the 12" main are included within the mile length.

The sum total of disturbed area exceeds 1 acre. By new KDHE rules for trenching, a full KDHE permit is therefore required. CFS Engineers provided complete permit submittal documents, and coordinated with KDHE to obtain the necessary clearances.

DANBURY - YORKSHIRE IMPROVEMENTS TOPEKA, KANSAS

This fast-paced neighborhood improvement and waterline project required complete ground survey, pavement bores, and storm sewer CCTV. Our robust basemap includes all utilities accurately mapped, such that new 6" PVC watermain can be constructed in conjunction with all new concrete pavement and curbs. A drainage study was conducted to determine the needed storm sewer improvements. The phasing complexities of maintaining the 55 homeowners access as well as keeping them in water on a daily basis is a challenge that was met by our team.



WMR - SW OAKLEY AVE | 10TH TO 12TH ST. TOPEKA, KANSAS

Construct 2,000 LF of 12" PVC water main along SW Oakley Avenue from SW 12th Street to SW 10th Avenue. The project included complete street pavement replacement and storm sewer replacement. The project required special phasing of waterline replacement parallel to existing lines to keep customers in service throughout construction. Hydrants, temporary hydrants, meters, valves, and all other appurtenances were included in bid estimates for accurate project budget planning.

WANAMAKER ROAD | 4TH ST. TO 10TH ST. TOPEKA, KANSAS

Construct 1,700 LF of 12" PVC water main along Wanamaker Road from SW 4th Street to SW 10th Street. This project included complete street pavement replacement and storm sewer replacement. Hydrants, temporary hydrants, meters, valves, and all other appurtenances were included in bid estimates for accurate project budget planning. A localized high spot was unavoidable in the design due to existing tie-in points and cover requirements, thus a 1" Air-Release Valve and enclosure was included at this location.

WATERLINE IMPROVEMENTS | 14TH ST WINCHESTER ROAD TO MAPLE STREET EUDORA, KANSAS

This project included 4,000 LF of new 12" waterline installed from the water tower at 14th & Maple to the west to improve pressure and flow to the west side of the City. Design included installation of bends, crosses, tees, valves, reducers, anchor couplings, fire hydrants, and connections to the surrounding system as well as development of easement documents, staking and inspection of the installation.



WATERLINE EXTENSION AND WATER WELL NO. 10 IMPROVEMENTS

EUDORA, KANSAS

This project included conversion of an existing irrigation well to a municipal water supply well along with 1,900 LF of new 10" waterline on the south side of N 1500 Road, and 3/4's of a mile east of E 2000 Road to connect the well to the City's waterline system. Electrical and access road improvements were a part of the project as well as development of easement documents.

K-33 UTILITY RELOCATION AND LIFT STATION

WELLSVILLE, KANSAS

The project consisted of the design and relocation of City utilities within the proposed KDOT Right-of-Way and coordination with KDOT's K-33 bridge project and contractor. The project included approximately 1,300 LF of water main extensions with appurtenances and services, 1,200 LF of gravity sewer and services, and 1,200 LF of force main sewer as well as drainage pipe. The project also includes a lift station with electrical equipment stand, generator, fencing and a new aggregate driveway to the lift station and capacity for future development connections and expansion.

FAIRFIELD FARMS EAST ADDITION NO. 8 STREET, STORM, SANITARY & WATERLINE IMPROVEMENTS

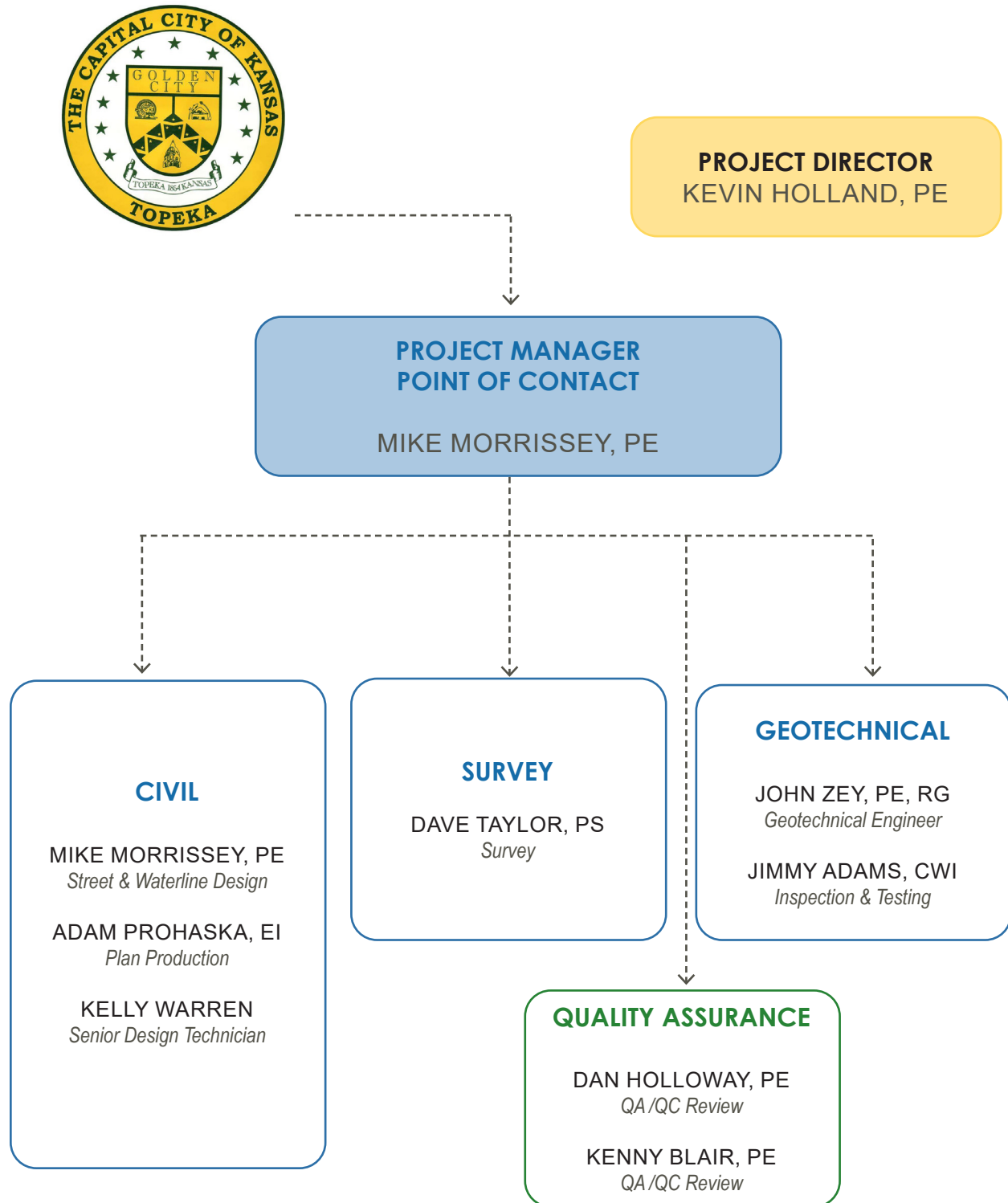
LAWRENCE, KANSAS

This project includes the design of 3,455 LF of 8" waterline for the last phase of this single family and duplex lot residential subdivision (79 lots).

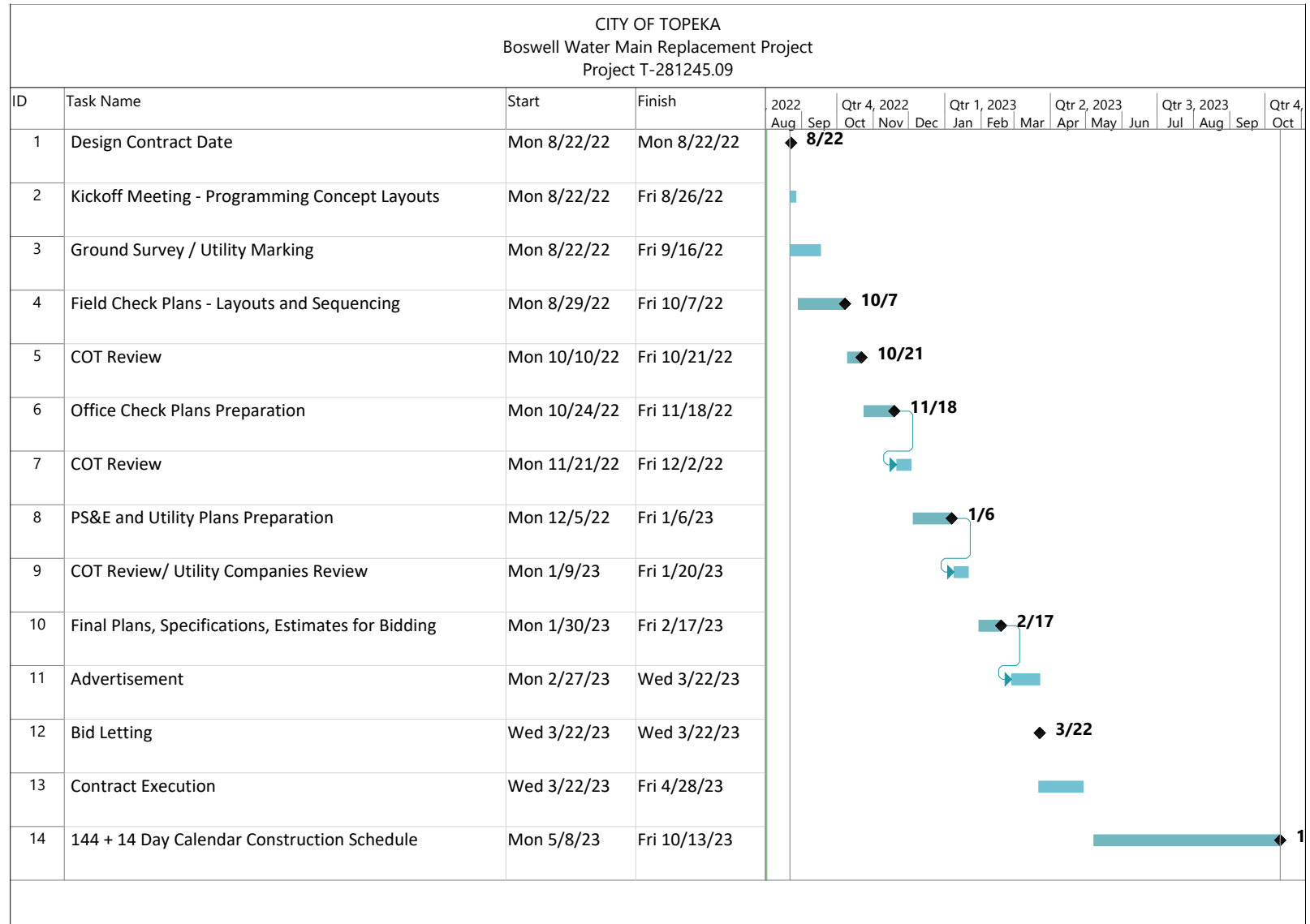
The previous phases were also designed by CFS Engineers. In total, 187 single family and duplex residential lots are in the development, consisting of over 10,000 LF of 8" waterline, 38 valves, 22 fire hydrants, and associated tees, crosses, bends and service line connections.

PROJECT TEAM

The following project team has the available resources to meet the challenges of a demanding project, while maintaining schedule and budget.



PROJECT DESIGN SCHEDULE



ONE VISION. ONE TEAM. ONE CALL.



CFS Engineers
2930 SW Woodside Drive
Topeka, Kansas 66614
785.272.4706





**Boswell Water Main
Replacement Project
T-281245.09**

Project Location

LEGEND

Water Main
Roads
Parcels

**Image
RGB**

Red:	Band_1
Green:	Band_2
Blue:	Band_3

N

1 inch = 167 feet

Author: DTheuri
Date: 6/29/2022
Time: 3:26:37 PM

Boswell Water Main Replacement Project
T-281245.09

Project Location

LEGEND

- House Points
- Fire Hydrant
- Water Main
- Roads
- Parcels

N

1 inch = 167 feet

Author: DTheuri
Date: 7/5/2022
Time: 3:04:11 PM





City of Topeka Capital Improvement Project Summary

Project Title:	Annual Water Main Replacement Program				Project Year(s):	2022 to 2031	
Dept/Div:	8213063 - WA CIP PROJECTS		Total by Fund	 Utilities			
Type:	Repair/Replace	Project Location:			Citywide		
Category:	Utilities	Contact Phone:			785-368-2448		
Contact Name:	Duncan Theuri	Alternate Phone:					
Previous Funding:	\$	-	Total Funding:	\$33,250,000	Future Funding:	\$38,000,000	
Project # :	281225.00						

Project Description:
The Water Main Replacement Program focuses on restoring mains located in areas with extensive break and repair histories. In recent years, water main breaks have become more prevalent due to the aging infrastructure. Based on historic studies and experience in the United States, the average useful life for water mains ranges between 75-100 years, depending upon local (soil and environmental) conditions. Beyond this period, failure is imminent. Topeka's water distribution system consists of nearly 890 miles of transmission and neighborhood distribution water mains ranging in size from 2 to 48 inches in diameter. Assuming the optimal asset life span of 100 years, an annual replacement program approaching nine (9.0) miles per year is required to mitigate continued progressive water main break rates. Replacement program efforts will also focus on needed replacements associated with half cent sales tax and other priority street improvement projects to be implemented by the City Engineering Division.

Project Schedule and Estimates	2022	2023	2024	2025	2026	5 year totals
Design/Admin Fees	\$ 572,687	\$ 594,714	\$ 572,687	\$ 572,687	\$ 616,740	\$ 2,929,515
Right of Way	\$ 14,317	\$ 14,868	\$ 14,317	\$ 14,317	\$ 15,419	\$ 73,238
Construction/Service Fees	\$ 5,139,868	\$ 5,337,555	\$ 5,139,868	\$ 5,139,868	\$ 5,535,242	\$ 26,292,401
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financing Costs (Temp Notes)	\$ 85,903	\$ 89,207	\$ 85,903	\$ 85,903	\$ 92,511	\$ 439,427
Cost of Issuance (Rev/GO Bonds)	\$ 114,537	\$ 118,943	\$ 114,537	\$ 114,537	\$ 123,348	\$ 585,903
Debt Reserve Fund (Rev Bond)	\$ 572,687	\$ 594,714	\$ 572,687	\$ 572,687	\$ 616,740	\$ 2,929,515
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 6,500,000	\$ 6,750,000	\$ 6,500,000	\$ 6,500,000	\$ 7,000,000	\$ 33,250,000

Estimated Life of Item (years):

75-100

Year of Estimate:

2019

Source of Estimate:

Engineer

Estimated Operating Cost:

By replacing existing aging water main, the replacement program will save operational costs to maintain the water distribution system.

Account by Source of Financing	2022	2023	2024	2025	2026	5 year totals
Pay-As-You Go	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fix Our Streets Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Countywide JEDO Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.O. Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IT Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Bonds	\$ 6,500,000	\$ 6,750,000	\$ 6,500,000	\$ 6,500,000	\$ 7,000,000	\$ 33,250,000
Storm Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Waste Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 6,500,000	\$ 6,750,000	\$ 6,500,000	\$ 6,500,000	\$ 7,000,000	\$ 33,250,000

The Topeka Metro News

800 SW Jackson St., Ste. 1118
Topeka, KS 66612-1244
(785) 232-8600

CITY OF TOPEKA - CONTRACTS AND PROCUREMENT
215 SE 7TH ST RM 60
TOPEKA KS 66603-3973

Proof of Publication

STATE OF KANSAS, SHAWNEE COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Topeka Metro News which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Shawnee County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

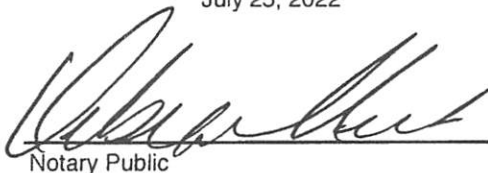
PROPOSAL - PROFESSIONAL ENGINEERING
SERVICES RFP EVENT 2618
7/25/22



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

July 25, 2022



Notary Public

DEBRA VALENTI
Notary Public-State of Kansas
My Appt. Expires Aug. 21, 2023

First published in The Topeka Metro News, Monday, July 25, 2022.
REQUEST FOR PROPOSAL (RFP)
City of Topeka, Kansas
Professional Engineering Services
RFP Event 2618

The City of Topeka is seeking Professional Engineering Design Services for Water Main Replacement Project. The services include providing engineering design and construction documents for a water main replacement project. This service will provide improvements for the Utilities Department. For specifications, please go to www.topeka.org, Doing Business, Bid Opportunities, and click on the Blue Button to browse Open Events.

Those wishing to submit proposals may do so online at www.topeka.org, Doing Business, Bid Opportunities—Click on Bidding Opportunities & Supplier Registration TOPEKA ePro button, and Login if you are already registered, or complete the registration process as a new user.

Proposals will be received by the Contracts and Procurement Office until 2:00 PM CST, or local time, on August 24, 2022. Proposals received after the specified time and date will not be considered.

The City reserves the right to accept or reject any or all proposals, waive any technicalities or informalities, and to determine which proposal is best.

Leigha Boling, Director
Contracts and Procurement Division

7/25

L97988
Publication Fees: \$15.00



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE: October 11, 2022
CONTACT PERSON: Steve Wade, City Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: South Topeka Redevelopment (TIF) District
PROJECT #:
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: Public Hearing 09-13-22. **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Stephen Wade, establishing the South Topeka Redevelopment District pursuant to K.S.A. 12 1770 *et seq.*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would establish the South Topeka Redevelopment (TIF) District.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to create a tax increment financing district in South Topeka.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the ordinance.

BACKGROUND:

State law allows 'enterprise zones' to qualify for consideration as a redevelopment district under the tax increment financing laws. The City established an enterprise zone in 1991 that included several areas within the City, including downtown as well as south Topeka. The Greater Topeka Partnership (GTP) is requesting that the Governing Body establish a redevelopment district encompassing areas in south Topeka. Once the district is created, developers will

have the opportunity to submit project plans for consideration.

The public hearing was held on September 13, 2022 and public comment was considered.

BUDGETARY IMPACT:

The TIF increment generated from increased property taxes will pay the redevelopment costs for projects approved by the Governing Body.

SOURCE OF FUNDING:

Developers will pay the project costs initially and be reimbursed pursuant to a development agreement.

ATTACHMENTS:

Description

Ordinance

South Topeka Redevelopment (TIF) District Application

Resolution 9345 (Public Hearing Notice)

City of Topeka TIF Policy (Resolution 9016)

City of Topeka TIF Procedures

District Map (October 4, 2022)

List of Parcel Owners within the District (October 4, 2022)

(Published in the Topeka Metro Newspaper on _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Stephen Wade, establishing the South Topeka Redevelopment District pursuant to K.S.A. 12-1770 *et seq.*

WHEREAS, notice of a public hearing to consider establishment of the redevelopment district was provided as required by K.S.A. 12-1771(a) and K.S.A. 12-1772(c) (Resolution No. 9345); and

WHEREAS, pursuant to K.S.A. 12-1771, the governing body held a public hearing on September 13, 2022 in City Council Chambers, 214 E. 8th, at 6 p.m. to consider the advisability of establishing a redevelopment district within an enterprise zone established on December 30, 1991; and

WHEREAS, the hearing was held and concluded on September 13, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that:

Section 1. The legal description of the South Topeka Redevelopment District (District) is identified on Exhibit A which is attached herein and incorporated by reference.

Section 2. The District is an “eligible area” as defined at K.S.A. 12-1770a(g) by virtue of the area being included within an enterprise zone.

Section 3. The redevelopment of the area within the District is necessary to promote the general and economic welfare of the City. Accordingly, the District is established and its boundaries identified in Exhibit A.

Section 4. The District Plan, attached herein as Exhibit B and incorporated by reference, is approved.

27

28 Section 5. The governing body shall remove properties from the District that have been
29 approved for participation in the neighborhood revitalization program.

30 Section 6. This Ordinance shall take effect and be in force from and after its passage,
31 approval and publication in the official City newspaper.

32 Section 7. The City Clerk is directed to provide a certified copy of the Ordinance to the
33 County Clerk and to the Unified School District 501.

34 PASSED and APPROVED by the Governing Body on October 11, 2022.

35

36

CITY OF TOPEKA, KANSAS

37

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Michael A. Padilla, Mayor

40 ATTEST:

41

42

43

Brenda Younger, City Clerk

EXHIBIT A

Legal Description

PORTIONS OF THE NORTHWEST QUARTER OF SECTION 19, AND PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, AND PORTIONS OF THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN SHAWNEE COUNTY, KANSAS, BOUNDED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF SW TOPEKA BOULEVARD WITH THE NORTHWEST CORNER OF KTA COMMERCIAL SUBDIVISION; THENCE NORTHERLY ALONG THE EAST RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF SOUTHWEST TOPEKA BOULEVARD WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 37TH STREET; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 37TH STREET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 11 OF LIKINS-FOSTER ADDITION TO THE CITY OF TOPEKA, KANSAS; THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 1 AND 16, BLOCK 11, LIKINS-FOSTER ADDITION, AND THE EAST LINE OF THE SUBDIVISION OF TRACTS E & F, LIKINS-FOSTER ADDITION TO THE CITY OF TOPEKA, KANSAS, TO THE NORTHEAST CORNER OF LOT 11, BLOCK 30, OF THE SUBDIVISION OF TRACTS E & F, LIKINS-FOSTER ADDITION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 30 TO THE EAST LINE OF SOUTHWEST BRENDAN AVENUE, ALSO BEING THE SOUTHWEST CORNER OF BELLAIRRE SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SOUTHWEST CROIX STREET; THENCE EASTERLY ALONG SAID NORTH LINE, TO THE SOUTHWEST CORNER OF TRACT 'A' LIKINS-FOSTER ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, OF SAID SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT 'A' TO THE NORTHWEST CORNER OF SAID TRACT 'A', ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 2, OF LIKINS-FOSTER ADDITION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LIKINS-FOSTER TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID LIKINS-FOSTER ADDITION AND THE EAST LINE OF SOUTHWEST CLARE AVENUE; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST CLARE AVENUE TO THE SOUTH LINE OF SOUTHWEST 32ND TERRACE; THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE WEST LINE OF SOUTHWEST FILLMORE STREET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF SOUTHWEST 32ND TERRACE; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF SOUTHWEST TOPEKA BOULEVARD; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF TRACT 'A' OF LIKINS-FOSTER ADDITION TO THE CITY OF TOPEKA, KANSAS, AND THE NORTH LINE OF SOUTHWEST CROIX STREET; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID NORTH LINE PROLONGED TO THE EAST LINE OF THE BURLINGTON NORTHERN AND SANTE FE RAILROAD RIGHT-OF-WAY, ALSO BEING THE WEST LINE OF HANRAHAN SOUTH SUBDIVISION; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT; THENCE EASTERLY, 325 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID HANRAHAN SOUTH SUBDIVISION TO THE WEST LINE OF THE ABANDONED MISSOURI PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE, TO THE PROLONGED SOUTH LINE OF SOUTH TOWN INDUSTRIAL PARK SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID BURLINGTON NORTHERN AND SANTE FE RAILROAD RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG SAID WEST LINE TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF KTA COMMERCIAL SUBDIVISION; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXHIBIT B

District Plan

The District will consist of one or more development project areas, which are anticipated to include a mix of hotel, retail, travel stops, restaurants and other commercial uses with associated amenities, along with associated infrastructure.



REC'D TOPEKA CITY CLERK
'22 JUL 20 AM 9:14

**CITY OF TOPEKA
APPLICATION FOR TAX INCREMENT FINANCING (TIF) DISTRICT**

The City's Tax Increment Financing (TIF) policy can be found at <https://www.topeka.org>.
Complete all information and if necessary, please attach additional sheets to fully
answer each question and include attachments described in Appendix 1.

Overview of Application Procedures

See the full "City of Topeka Tax Increment Financing District (TIF) Procedures"
document at <https://www.topeka.org>.

Submission: The TIF Application Form, policies and procedures are available on the
City's website at <https://www.topeka.org> or the City Clerk's Office. An electronic copy
shall be submitted to the TIF Committee, together with the required fee. The completed
application shall be submitted to the City Manager, 215 SE 7th Street, Topeka KS 66603
or cclerk@topeka.org.

Application Fee: Each application shall be accompanied with a non-refundable
Application fee made payable to the City of Topeka. The Application fee will be used by
the City to pay the costs incurred by the City in the review of the Application.

Application Fee: \$5,000

Once the application is received and reviewed, if the project is proceeding, the City and
developer shall execute a funding agreement for a deposit of \$30,000 to cover the City's
costs of evaluating the requests which may include but not necessarily be limited to
direct costs of the City's financial and legal advisors.

Date of Application: 5/27/2022

1. Applicant Information

- a. Company Name: Greater Topeka Partnership, Inc. Phone: 785-234-2644
Address: 719 S. Kansas Ave., Topeka, KS 66603
Contact Person (if an entity): Curtis S. Sneden
Email: curtis.sneden@topekapartnership.com Fax: 785-234-8656
Project Name: South Topeka Development District
- b. Applicant's Legal
Counsel Name: --NA Phone: --NA

Address: _____

Email: _____ Fax: _____

c. Applicant's Engineer: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

2. Applicant's Business Information NOT APPLICABLE

In the appendix, provide attachments of relevant information on the Applicant's background and development experience. Include resumes of key individuals assigned to the project, as well as other projects completed, including location and contact persons from local governments and bank references. Also include a copy of the development company's organization structure.

Additional Business Information:

a. Corporation Partnership Sole Proprietorship Other

b. State of incorporation/organization and year: _____

c. If the Applicant is a corporation, list the officers, directors and stockholders holding more than 5% of the corporation's stock. (State the name, address, telephone and relationship to Applicant. If a company is not yet formed, include as much data as possible concerning potential officers, directors and stockholders): _____

d. If the Applicant is a general partnership, list the general partners; and if a limited partnership, list the general partners and limited partners; with more than 5% of the partnership. (State the name, address, telephone and relationship to Applicant. If a partnership is not yet formed, include as much data as possible concerning potential partners): _____

e. Has the Applicant, or any partner, officer, member or director of the Applicant; or any entity in which any partner, officer, member or director of the Applicant is or was a partner, officer, member or director, ever been charged with and/or convicted of a criminal offense (other than traffic violations) or charged by any regulatory agency with violations of financial or professional regulations?

Yes

No

If yes, state the name of the business or individual, the caption of the proceeding, court and year in which it was filed, and its disposition and/or status: _____

f. Within the last ten (10) years, has the Applicant or any partner, officer, member or director of the Applicant; or any entity in which any partner, officer or director of the Applicant is or was a partner, officer, member or director, been a debtor in bankruptcy?

Yes

No

If yes, state the name of the business or individual, the caption of the proceeding, the court and year in which it was filed, and its disposition and/or status: _____

g. Has the Applicant, or any officer, member, director, or partner of the Applicant; or any entity in which any partner, officer or director of the Applicant is or was a partner, officer, member or director, ever defaulted on any bond or mortgage commitment?

Yes

No

If yes, state the name of business or individual, year and any relevant circumstances: _____

h. *Attach a letter from a financial institution that the Applicant has sufficient financial resources to obtain a private financing of the project.*

3. General TIF Project Information

Include a map and additional project information in the Appendix as attachments if necessary.

a. Description of the underlying TIF District: The South Topeka Development District encompasses an important commercial area in south central Topeka. It includes the former White Lakes Mall property, Richman-Gordman property, the former Fox Theater and the office park immediately to its north. The district includes the area south of 37th which is currently occupied by a number of hotels. Area is generally ripe for redevelopment.

b. General Location of TIF District: The District runs from 29th Street on the north nearly to the intersection of Kansas Ave. and Topeka Blvd on the south; from Kansas Ave. generally on the east to Central Park and Brendan Streets generally on the west (extended)

c. Total sq. feet in proposed District, excluding right of way and other common area:

d. Legal description of the proposed District: See Attached

e. Number of Tracts, Parcels or Lots in proposed District: 251

f. Does Applicant own all the Property in the District? Yes ☐ No ☒

If not, provide the name, address and phone number of the Owner(s) in the District and evidence of their willingness to participate in the Petition. Or if Applicant intends to own 100% of the property, provide evidence of site control (i.e. deed, option to purchase or purchase contract). _____

g. Are all areas within the proposed District platted? XX Yes No

If yes, provide the County parcel ID numbers: _____

If no, identify the number without County parcel ID numbers and the status of any pending plats: _____

h. If the project has current tenants or leases, please provide the contact information (business name; contact person; address, and phone number) for each:

i. Discuss the condition(s) that would qualify the proposed TIF District as an eligible area, as defined within Kansas State law. *If required, provide a blight study as an exhibit.*

The proposed district lies within the boundaries of an enterprise zone which was established prior to January 1, 1992, pursuant to KSA 12-17,107 through

12 -17,113, and amendments thereto. Pursuant to KSA 12-1770a (g) and (h), then, the district is an Eligible Area as defined within state law.

j. Is the property currently zoned for the proposed use? XXYes No

If not, what zoning changes would be required?

Project specific

k. Describe the impacts of the proposed development on the existing and proposed infrastructure and services including, but not limited to: water, sanitary sewer, storm water, solid waste, streets and schools. Please note that where available, City services shall be utilized.

Project specific but anticipate utility, fiber, road drainage, etc.

4. Financing NOT APPLICABLE

a. Description of TIF Project and costs to be financed and estimated cost for each component: *(Attach separate sheet in Appendix if necessary.)*

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Estimated Cost of TIF Improvements	\$ _____

b. Estimated cost of total project in which TIF is proposed: \$ _____

c. Proposed methods of financing. If more than one, please indicate:

(i) Property Tax (Pay-as-you-go)	Yes	No
(ii) Sales Tax (Pay-as-you-go)	Yes	No
(iii) Special Obligation Bonds:	Yes	No

5. Financing/Bonds: NOT APPLICABLE

a. Do you request the City issue special obligation bonds? Yes No

If yes, what is the requested term of the bonds? (maximum is 20 years): _____

b. Do you plan to use pay-as-you-go (maximum is 20 years)? Yes No

c. Estimated dates to commence and complete construction: _____

d. Will there be a phasing plan? If so, describe the phasing plan including the proposed improvements, their estimated cost, and date construction of each will be commenced and complete: _____

6. Additional Information: NOT APPLICABLE

Any additional information you believe is relevant or helpful to the consideration of this application. *You may also attach separate documentation.* _____

Please check the box if the petition includes the following requirements:

- | | | |
|----|--|--------------------------|
| 1. | General description of the proposed project | ☐ |
| 2. | Estimated cost of the project | ☐ |
| 3. | Proposed method of financing the project | ☐ |
| 4. | Proposed amount and method of assessment | ☐ |
| 5. | Map of the proposed district; and | ☐ |
| 6. | Legal description of the boundaries of the proposed district | ☐ |

APPENDIX to TIF APPLICATION

Documentation of the following will be helpful to the Finance Team:

- As required by Section 2, provide attachments of relevant information on the Applicant's background and development experience. Include resumes of key individuals assigned to the project, as well as other projects completed, including location and contact persons from local governments and bank references. Also, include a copy of the development company's organization structure.
- Evidence of site control.
- Financial information as outlined in the "Project Feasibility" section of the TIF Procedures document
- Approved site plans or plan submissions for the Project Plan area.
- Renderings of the project, if available.
- Any other data or information the Applicant deems pertinent to the City's consideration of the application.

Certification of Applicant

Applicant has received and reviewed the City's Tax Increment Financing Policy (Resolution 9016) and the Applicant understands and agrees to the terms of the policy, including payment of the required fees.

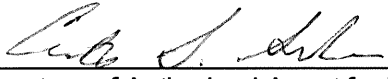
As of the date of the Applicant's execution of this application, to the best of the Applicant's knowledge, the information contained within this application is true and correct.

In witness whereof, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

Greater Topeka Partnership, Inc.

(Name of Business)

a not-for-profit corporation authorized to do business in Kansas
(Business Structure)

By: 
Signature of Authorized Agent for Entity

Title: Senior Vice President

Date: 5/27/22

(Add in a Notary Acknowledgement Page)

AFFIDAVIT

THE STATE OF Kansas)

SS:

THE COUNTY OF Shawnee)

I, Curtis S. Sneden, being of lawful age, and having been first duly sworn upon my oath, do hereby state:

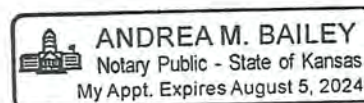
1. I am a resident of Topeka, Kansas.

2. As of the date set forth below, I have no financial interest and no entity in which I have any interest has any financial interest in any real property, located anywhere in the state of Kansas, that is delinquent on any special assessments, delinquent on any *ad valorem* taxes, or the subject of any federal, state, or local tax lien.

3. As of the date set forth below, I am not currently delinquent or in default and no entity in which I have any interest is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City of Topeka, Kansas.



SUBSCRIBED AND SWORN before the undersigned on this 27th day of May, 2022.



Notary Public

My Appointment Expires: August 5, 2024

LEGAL DESCRIPTION
SOUTH TOPEKA DEVELOPMENT DISTRICT

BEGINNING AT THE SOUTHWEST CORNER OF 29TH STREET AND TOPEKA BLVD.;

WEST ALONG 29TH STREET TO CENTRAL PARK;

SOUTH ON CENTRAL PARK PARALLEL TO TOPEKA BLVD. EXTENDING TO 33RD STREET;

EAST ON 33RD STREET TO BRENDAN STREET;

SOUTH ON BRENDAN STREET EXTENDED TO 37TH STREET;

EAST ON 37TH STREET TO TOPEKA BLVD.;

SOUTH ON TOPEKA BLVD. TO THE NORTH BOUNDARY OF KTA COMMERCIAL SUBDIVISION;

EAST ON THE NORTH BOUNDARY OF KTA COMMERCIAL SUBDIVISION TO THE BNSF RAILROAD TRACKS;

NORTH ALONG THE BNSF RAILROAD TRACKS 1750 FEET;

EAST 950 FEET TO THE LONDON TRAIL;

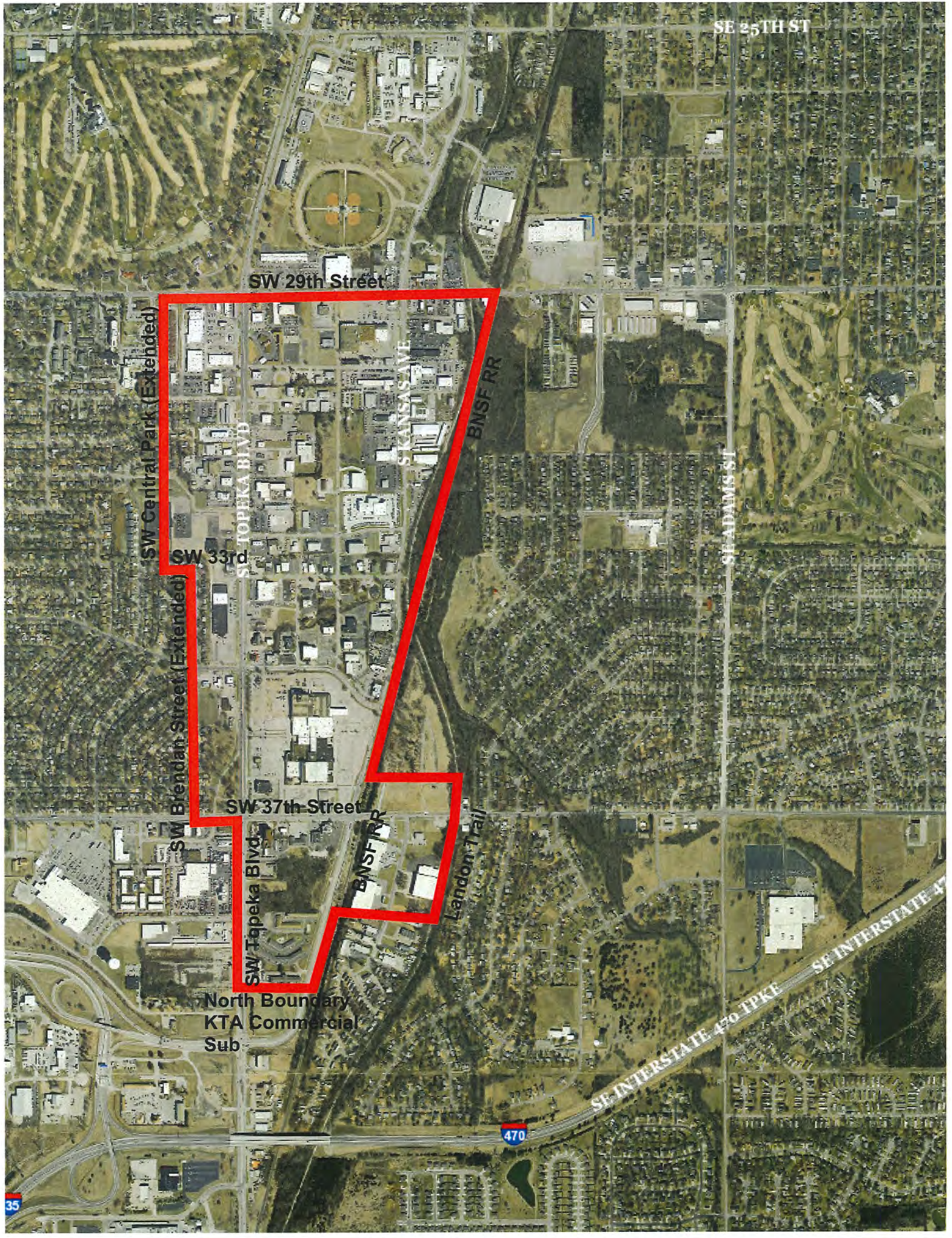
NORTH ALONG THE LONDON TRAIL TO 37TH STREET;

CONTINUING NORTH ALONG THE LONDON TRAIL 300 FEET;

WEST PARALLEL TO 37TH STREET TO THE BNSF RAILROAD TRACKS;

NORTH ALONG THE BNSF RAILROAD TRACKS TO 29TH STREET;

WEST ALONG 29TH STREET TO THE SOUTHWEST CORNER OF 29TH STREET AND TOPEKA BLVD. AND THE POINT OF BEGINNING.



RESOLUTION NO. 9345

A RESOLUTION introduced by Interim City Manager William E. Cochran, providing notice of a public hearing concerning the establishment of the South Topeka Redevelopment District pursuant to K.S.A. 12-1770 *et seq.*, as amended.

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the City of Topeka, Kansas (the “City”), is authorized to assist in the development and redevelopment of eligible areas within the City in order to promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities; and

WHEREAS, the City hereby finds and determines it desirable to encourage the development and redevelopment of certain real property within portions of an area established as an enterprise zone by the City Council on December 30, 1991 (Resolution No. 6192) and to consider the establishment of a redevelopment district within a portion of such area (the “Redevelopment District”); and

WHEREAS, the City must adopt a resolution stating that the City is considering the establishment of the Redevelopment District and include in such resolution a notice that a public hearing will be held to consider the establishment of said Redevelopment District.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that

1. Notice is hereby given that a public hearing to consider the establishment of the Redevelopment District shall be held in the Council Chambers, 214 SE 8th Street in Topeka, Kansas, on September 13, 2022 at 6:00 p.m.(or as soon thereafter as is practical).

2. The proposed boundaries of the Redevelopment District are depicted in the map in Exhibit A which is adopted herein and incorporated by reference.

3. Owing to its central location and proximity to two major thoroughfares and the Kansas Turnpike, the proposed District is projected to support a high level of commercial activity

31 tailored to the travel market, sports and recreational users and entertainment. The District will
32 consist of one (1) or more redevelopment project areas, which are anticipated to include a mix of
33 hotel, retail, travel stops, restaurant, and other commercial uses with associated amenities, along with
34 associated infrastructure

35 4. A description and map of the proposed Redevelopment District are available for
36 public inspection during regular office hours in the Office of the City Clerk, at Topeka City Hall, 215
37 SE 7th Street, Room 166, Topeka, Kansas.

38 5. After the public hearing, the Governing Body of the City will consider findings
39 necessary for the establishment of the proposed Redevelopment District.

40 6. A copy of this Resolution shall be sent by certified mail, return receipt requested, to the
41 Board of Commissioners of Shawnee County and the Board of Education for U.S.D. 501. Copies of
42 this Resolution also shall be mailed by certified mail, return receipt requested, to each owner and
43 occupant of land within the proposed Redevelopment District not more than 10 days following the
44 date of adoption of this Resolution. This Resolution which includes the map of the proposed District
45 shall be published once in the official City newspaper not less than one week or more than two
46 weeks preceding the date fixed for the public hearing.

47 ADOPTED and APPROVED by the Governing Body on August 9, 2022.

48 CITY OF TOPEKA, KANSAS

49 
50 _____
51 Michael A. Padilla, Mayor

52 ATTEST:

53 
54 Brenda Younger, City Clerk



SW Central Park (Extended)

SW 33rd

SW Brendan Street (Extended)

SW 37th Street

SW Topeka Blvd

BNSF RR

North Boundary KTA Commercial Sub

North
Boundary KTA
Commercial Sub

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WHEREAS, the City of Topeka, Kansas (the “City”) recognizes that it is essential to stimulate economic growth and development of new commercial enterprise in order to provide services, employment and tax revenues for the benefit of the community; and

WHEREAS, the economic development program goals of the City include economic diversification, broadening of the property tax base, stimulation of private investment, enhancement and support of new development, creation and quality employment opportunities, and increased per capita income; and

WHEREAS, the City finds it in the best interest of the public it serves to establish certain policies and guidelines for the consideration of proposals that may be presented to the City by private developers requesting TIF assistance; and

WHEREAS, the City desires to use TIF for projects that demonstrate the highest public benefit by eliminating blight, financing desirable public improvements, strengthening the employment and economic base, increasing property values, reducing poverty, creating economic stability, upgrading older neighborhoods, facilitating economic self-sufficiency, and implementing the Comprehensive Plan and economic development goals of the City; and

WHEREAS, all projects must demonstrate financial and economic reasons such that but for TIF assistance, conditions of blight, extenuating circumstances regarding the site, location, or other factors preclude the viability of project.

NOW, THEREFORE, THE TAX INCREMENT FINANCING REDEVELOPMENT DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:

SECTION ONE: PREFERENCES AND REQUIREMENTS. The following criteria are to be used by members of the City's TIF Committee, with input from appropriate staff, to evaluate applications for the creation of a TIF redevelopment district and/or project plan:

1. The City seeks to encourage the redevelopment of larger scale projects that positively impact multiple land uses and bring economic activity to surrounding neighborhoods.
2. Each TIF project plan application must demonstrate that "but-for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance. The City (through staff or its advisors and consultants; and at its sole discretion) will conduct the but-for analysis and the applicant shall be responsible for providing all information reasonably requested by the City to conduct such analysis.

The City will generally seek to target a level of TIF incentive sufficient to provide the applicant with a market rate of return, including the effects of the incentives, but the City, at its discretion, may choose to provide a greater rate of return to the applicant in exchange for extraordinary benefits to the public.

The City will prefer projects where less than twenty percent (20%) of the project's costs (excluding any interest on private financing) are expected to be paid from public incentives.
3. The City places priority on TIF redevelopment districts in areas of greatest need such as any approved neighborhood revitalization area, redevelopment planning area, and/or other similar areas where significant public/private investment has been directed consistent with the infill growth policies of the comprehensive plan.
4. The City would prefer projects that request utilization of only incremental property taxes generated by the TIF project, not any other taxes.
5. The City will give preference to TIF project plan applications that provide tangible, immediate public benefits (such as constructing high-priority infrastructure at the project's cost, producing high-wage jobs, making quality jobs available in highly-distressed neighborhoods, etc.).
6. The City has a preference for development which brings new businesses. If businesses are to be relocated from other areas of the city to the proposed TIF project plan area, the applicant must provide sufficient justification to indicate why the City should subsidize such relocation.
7. The City will require a negotiated minimum private expense requirement for the developer and a maximum permitted reimbursement amount to the developer.

8. The applicant will include in its TIF project plan application a uses-by-source-of-funding schedule illustrating the project costs that will be reimbursed from TIF and any other incentive program (public or private) for which the applicant has or plans to apply.

9. The City must be reasonably satisfied of the applicant's financial stability and ability to fulfill its obligations under the proposed Redevelopment Agreement. To this end, the City may reasonably request financial information from the application and its guarantors, if any, as a condition of the project's approval.

The City will treat as confidential any such sensitive financial information provided by the applicant or its guarantors to the City's advisors or legal counsel and will, if requested, enter on the City's behalf into a non-disclosure agreement; provided, however, that such advisors or legal counsel must have the right under such agreement to convey their conclusions about the applicant's ability to meet the requirements above based upon its review.

10. For third-party requests to create TIF redevelopment districts, the City will require that the applicant certify that it intends to submit a Redevelopment Plan and begin negotiating a Redevelopment Agreement within a reasonable period of time (generally sixty (60) to ninety (90) days) following creation of the TIF district.

SECTION TWO: DEVELOPMENT AGREEMENT. Concurrent with the City's review of an application for a TIF project plan, the City will negotiate a Development Agreement to be considered and adopted by the Topeka Governing Body concurrent with its consideration of approval of the TIF project plan.

The development agreement will reflect the above preferences, all agreements and requirements to be considered by the Governing Body.

The applicant and/or developer must demonstrate that all real property taxes and assessments currently due on any real property owned by the applicant and located within the City limits have been paid and, furthermore, that the applicant is not indebted to the City. If the applicant is a business entity, this requirement will apply to any owner, member, or partner. If the applicant is a corporation, this requirement will apply to any shareholder holding a five (5) percent or greater interest.

Each TIF redevelopment project plan approved will expire not later than the 20th anniversary of the date upon which the Topeka Governing Body takes action to approve such project plan.

SECTION THREE: FEES.

City Cost Reserve

At the point in time of an application for TIF redevelopment district is initiated by a third-party, such applicant shall deposit \$30,000 with the City to cover the City's Application Fee and its direct costs (including costs related to its outside advisors, consultants and counsel) associated with the review and evaluation of the application for a TIF redevelopment district, the review

and evaluation of the application for the initial TIF project plan or plans and the negotiation of the Development Agreement. Staff may adjust the deposit if the applicant intends to or has submitted an application for consideration of establishment of a community improvement district (CID).

Should an applicant make application within an existing TIF redevelopment district for a new or modified TIF project plan, it shall similarly deposit \$30,000 with the City to cover the costs of such review.

The City shall return any balance from this reserve upon the applicant's withdrawal of all applications then pending, or the conclusion of the approval processes.

Costs charged to the reserve are TIF eligible costs to the extent permitted by law.

Application Fee

The City shall charge a non-refundable application fee, paid from the City Cost Reserve, for each application as follows:

Application to create or modify a TIF redevelopment district	\$5,000
--	---------

The application fee is a TIF eligible cost.

TIF Administration Service Fee

During the life of the TIF, the City will charge an administrative fee of two percent (2%) against the tax increment generated from the project prior to disbursement of the increment to the developer or bond trustee to cover the administrative costs incurred by the City for the administration of, and other City costs associated with each approved TIF Project. Such administrative service fee shall be in addition to the TIF application fee and any other fees associated with the TIF Project.

Additional Costs

City bond issuance costs will be paid from proceeds of TIF bonds issued.

City-Initiated Developments

The City reserves the right, at its sole discretion, to reduce or waive the above fees if a redevelopment project is City initiated and/or it is determined to be in the best interest of the City to do so.

Payments in Lieu of Taxes (PILOT)

Where applicable, the City may negotiate a payment in lieu of taxes requirement with the developer.

SECTION FOUR: DESIGN CRITERIA. Development proposals under a TIF application are expected to meet the highest design standards for commercial, industrial, multi-family, and mixed use buildings, as adopted by the Topeka Planning Commission and Governing Body. Development proposals that demonstrate innovative design that exceeds the design standards are encouraged.

SECTION FIVE: METHOD OF FINANCING. The City's general policy is that development should pay for itself. As a result, the City will consider general obligation or general fund support of TIF bonds only in extraordinary cases and typically only on City-initiated projects.

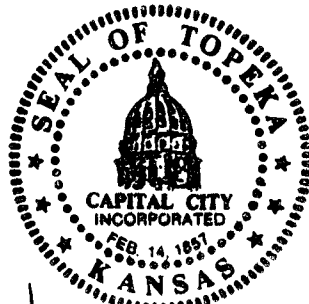
If the method of financing includes special obligation bonds, then the City's costs of executing any bond financing, including the costs of its counsel and advisors, shall be included in the bond financing.

SECTION SIX: AUTHORITY OF GOVERNING BODY. The Governing Body reserves the right to deviate from any policy, but not any procedure set forth in state law, when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that are in the best interests of the City.

SECTION SEVEN: PROCEDURES. The City Manager shall develop procedures for administering the TIF process, including but not limited to the filing and processing TIF applications.

SECTION EIGHT: EFFECTIVE DATE. This Resolution shall take effect May 16, 2018.

ADOPTED and APPROVED by the Governing Body on May 15, 2018.



ATTEST:


Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS


Michelle De La Isla, Mayor



CITY OF TOPEKA TAX INCREMENT FINANCING DISTRICT ("TIF") PROCEDURES

Effective Date: May 16th, 2018

The City's Tax Increment Financing (TIF) policy can be found at <https://www.topeka.org>. Please review these procedures and complete along with Application for Tax Increment Financing (TIF) District form.

Sections:

- I POLICY APPLICABILITY
- II DEFINITIONS
- III APPLICATION PROCESS
- IV DISTRICT ESTABLISHMENT
- V PROJECT FEASIBILITY
- VI DEVELOPMENT AGREEMENT
- VII METHOD OF PROJECT FINANCING
- VIII BOND FINANCING GUIDELINES

I. POLICY APPLICABILITY.

The following procedures are established under the authority of the City Manager and are intended to provide guidance in establishing a Tax Increment Financing District ("TIF" or "District") in accordance with the Governing Body TIF Policy as approved by Resolution No. 9016 on May 15, 2018. The TIF Policy is incorporated herein by reference. These procedures may be waived by the City Manager, if such waiver is in the best interest of the City and does not conflict with any statutory or procedural requirement of state law. If any part of this procedure conflicts with state law, the latter shall control.

The TIF Procedures and Application are appropriate for when a TIF project plan occurs simultaneously with a TIF district. If the TIF district alone is being requested, then a modified application and procedures document may be requested.

II. DEFINITIONS.

Capitalized terms (other than proper names) in this procedures document have the meanings shown below:

Finance Team means the City Manager, Deputy City Manager, Finance Director, City Attorney, and the City's financial advisor

III. APPLICATION PROCESS.

- A. TIF Application. An applicant shall make application for a TIF by filing with the City Clerk an electronic copy of the application to cclerk@topeka.org.



B. Fees.

1. **Application Fee.** A non-refundable application fee in the amount of \$5,000.00, made payable to the City of Topeka, shall accompany the TIF Application.
2. **City Cost Reserve.** Once the application is received and reviewed, if the project is proceeding, the City and developer shall execute a funding agreement for a deposit of \$30,000 to cover the City's costs of evaluating the requests which may include but not necessarily be limited to direct costs of the City's financial and legal advisors.
3. **TIF Administrative Fee if District is Approved.** An annual administrative fee of 2% of the annual TIF revenue generated within the District shall be charged by the City to reimburse it for services rendered in the administration and supervision of the Project. Such TIF Administration Fee shall be deducted by the City (a) in the case of property taxes, when the City receives property taxes from the County and (b) in the case of sales tax (or other locally-levied taxes), when the City makes the required transfers into the TIF fund.
4. **Amendments.** The City Manager may establish City fees, for amendments and modifications to the District financing documents that occur throughout the term. In addition, the applicant shall be responsible for all City Consultant fees associated with any such amendment request.

C. Preliminary Review and Pre-Application Meeting. Prior to submittal of a formal application, an applicant is encouraged to meet with the Finance Team to discuss a proposed project and possible TIF financing. These discussions are preliminary and are not binding on the applicant, the review committee, or the Governing Body. If the City utilizes any consultants to assist with the preliminary evaluation, the applicant shall be responsible to pay the associated costs, provided the City has first notified the applicant of such request and received their consent.

IV. DISTRICT ESTABLISHMENT.

The establishment of the district shall generally follow the guidelines established by State statute K.S.A. 12-1770 et seq. The Governing Body will consider setting the required public hearing to create a TIF District once a complete application is delivered to, reviewed by and recommended for action by the Finance Team, and the Applicant has paid any required fees (including entering into the funding agreement).



A. Reviewing and Establishing the Redevelopment District. Upon receiving the recommendation of the Finance Team, including a determination by the City Attorney that the proposed district area potentially qualifies for TIF under Kansas law, the Governing Body shall determine whether to reject the application for creation of a redevelopment district or to further consider the request. The Governing Body must conclude that redevelopment of the proposed area is necessary to promote the general and economic welfare of the City. If such a finding is made the Governing Body may adopt a resolution.

1. Redevelopment District Resolution – Notice of Public Hearing. The resolution shall state that the City is considering the establishment of a redevelopment district; additionally, it shall: (1) give notice that a public hearing will be held to consider the establishment of a redevelopment district and fix the date, hour and place of such hearing; (2) describe the proposed boundaries of the redevelopment district; (3) describe a proposed comprehensive plan that identifies all of the proposed redevelopment project areas and that identifies in a general manner all of the buildings and facilities that are proposed to be constructed or improved in each development project area; (4) state that a description and map of the proposed redevelopment district are available for inspection at a time and place designated; and (5) state that the Governing Body will consider findings necessary for the establishment of a redevelopment district. Such resolution shall be an expression of good faith intent, but shall not in any way bind the City to establishing a redevelopment district.

2. Public Notice and Hearing. No redevelopment district shall be established, nor TIF granted, by the City prior to notice and a public hearing as required by the Act. The date fixed for the public hearing shall be not less than 30 or more than 70 days following the date of the adoption of the resolution fixing the date of the hearing. The resolution shall be published by the City Clerk once in the official city newspaper not less than one week nor more than two weeks preceding the date fixed for the public hearing. A copy of the resolution providing for the public hearing shall be mailed certified mail, return receipt requested by the City Clerk to the Shawnee County Board of Commissioners, and the board of education of any school district levying taxes on property within the proposed district or proposed redevelopment project area, if known. Copies also shall be sent by certified mail, return receipt requested by the City Clerk to each owner and occupant of land within the proposed district or proposed redevelopment project area, if known, not more than 10 days following the date of the adoption of the resolution.

3. Shawnee County Board of Commissioners and Board of Education. No privately owned property subject to ad valorem taxes shall be acquired



and redeveloped under the provisions of the Act and this Policy if the Shawnee County Board of County Commissioners or the Board of Education levying taxes on such property determines by resolution adopted within 30 days following the conclusion of the public hearing for the establishment of the redevelopment district will have an adverse effect on such county or school district. If the City has established the redevelopment district prior to receiving such timely notice from the BOCC or School Board, the City shall, within 30 days of receipt of such resolution pass an ordinance terminating the redevelopment district.

4. Establishing the Redevelopment District. Upon the conclusion of the public hearing, the Governing Body may pass an ordinance establishing the redevelopment district. The ordinance shall make findings that the proposed redevelopment district is an eligible area and the conservation, development or redevelopment of such area is necessary to promote the general and economic welfare of the City; contain the district plan as approved, which shall identify all of the proposed redevelopment project areas and identify in a general manner all of the buildings, facilities and improvements that are proposed to be constructed or improved in each redevelopment project area; contain the legal description of the redevelopment district; and establish the redevelopment district. Any addition of area to the redevelopment district or any substantial change to the district plan shall be subject to the same procedure for public notice and hearing as is required for the establishment of the redevelopment district.

B. Reviewing and Approving the Redevelopment Project Plan.

1. The Redevelopment Project Plan. The City shall prepare a redevelopment project plan in consultation with the City Planning Commission. The Planning Commission must determine that the redevelopment project plan is consistent with the comprehensive general plan for the development of the City and this action must occur before the Governing Body adopts a resolution providing notice of a public hearing to consider adoption of the redevelopment project plan. The Redevelopment project plan shall include: (1) a summary of the feasibility study, described below, which shall be an open record; (2) a reference to the district plan that identifies the redevelopment project area that is set forth in the project plan being considered; (3) a description and map of the redevelopment area to be redeveloped; (4) the relocation assistance plan, if applicable; (5) a detailed description of the buildings, facilities and improvement proposed to be constructed or improved in such area; and (6) any other information the governing body deems necessary to advise the public of the intent of the project plan. Where the Governing Body determines that it will or may issue full faith and credit tax increment bonds to finance the



redevelopment project, in whole or in part, the resolution shall also include notice thereof. Any project shall be completed within 20 years from the date of the approval of the project plan.

2. Notice and Public Hearing. No redevelopment project plan shall be approved by the City prior to notice and a public hearing as required by the Act. The date fixed for the public hearing shall be not less than 30 or more than 70 days following the date of the adoption of the resolution fixing the date of the hearing. The resolution shall be published by the City Clerk not less than one week or more than two weeks preceding the date fixed for the public hearing. A sketch clearly delineating the area in sufficient detail to advise the reader of the particular land proposed to be included within the project area shall be included with the resolution. A copy of the resolution providing for the public hearing shall be mailed certified mail, return receipt requested by the City Clerk to the Shawnee County Board of Commissioners, the board of education of any school district levying taxes on property within the proposed redevelopment project area. Copies also shall be sent by certified mail, return receipt requested by the City Clerk to each owner and occupant of land within the proposed redevelopment project plan area not more than 10 days following the date of the adoption of the resolution.

3. Governing Body Adoption. Following the public hearing, the Governing Body may adopt the redevelopment project plan by ordinance passed upon a 2/3 vote. Any substantial changes as defined in K.S.A. 12-1770a, as amended, shall be subject to a public hearing following publication of notice thereof at least twice in the official city newspaper.

V. PROJECT FEASIBILITY.

- A. Statutory Feasibility Study. The City will prepare the statutory feasibility study based upon information provided by the applicant.
- B. Demonstration of Financial Capacity to Perform. Each TIF project plan application must include evidence that the applicant:
 - 1. Has a complete capital stack established with sources and uses in balance;
 - 2. Has the financial ability to complete the project, on time, as proposed;
 - 3. Has a firm, demonstrable commitment from a lending institution(s) for any private borrowing required to complete the project;



4. Has the financial wherewithal to make the equity contribution to the project required to secure such borrowing(s);
5. Has a reasonable basis for its project cost estimates, with preference provided to applications that include professionally-estimated project costs; and
6. Has the capacity, for itself or through experienced operators, to operate the project profitably over its lifecycle.

C. But-For Test:

1. Each TIF project plan application must demonstrate that "but-for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance. The City (through staff or its advisors and consultants, at its sole discretion) will conduct the but-for analysis and the applicant shall be responsible for providing all information reasonably requested by the City to conduct such analysis.
2. The City's but-for requirement is a greater burden than the statutory burden for approval of a TIF project plan. The City shall, in its reasonable discretion, select the calculation methodology for such but-for analysis but it shall generally compare the return of the project and/or its developer taking into account TIF and other incentives against market rates of return for similar projects developed on "greenfield" sites (that is, those without the physical and legal impediments leading to the request for TIF). The but-for analysis will use time value of money discounting using reasonable assumptions (at the discretion of the City).
3. The but-for analysis shall take into account all incentives requested by the development from any governmental or other source (such as the Greater Topeka Partnership), not just those benefits provided by the TIF.
4. The City generally will seek to target a level of TIF incentive sufficient to provide the applicant with a market rate of return, including the effects of the incentives, but the City, at its discretion, may choose to provide a greater rate of return to the applicant in exchange for extraordinary benefits to the public.
5. The City will generally agree to permit the applicant to provide sensitive financial information to the City's advisors or legal counsel on the City's behalf under non-disclosure agreement, provided, however, that such advisors or legal counsel must have the right under such agreement to convey their conclusions about the applicant's ability to meet the



requirements above based upon its review.

D. Information to Be Submitted with a Project Plan Application:

1. Information in support of the requirements in paragraph (B) of this section
2. Current financial statements of the applicant and owner and/or operating entity if different from the Applicant (2 years); P&L (2 years); and Balance Sheet (2 years)
3. Market studies which identify target markets, analysis of competition, demographics, market rents and sales prices, letters of intent/interest from prospective tenants. The City may reasonably request of the applicant, at the applicant's cost, a thorough, third-party market analysis identifying: (1) the likelihood of success of the business mix proposed for the TIF project plan area; and (2) the potential economic impacts on existing businesses and corresponding tax revenues should the TIF project plan develop as proposed
4. A ten-year detailed operating pro forma for the Applicant/project
5. A schedule describing all incentives requested and/or granted in support of the project from any governmental entity
6. A uses-by-source-of-funding schedule illustrating the project costs that will be reimbursed from TIF and any other incentive program (public or private) for which the applicant has or plans to apply.
7. If businesses are to be relocated from other areas of the city to the proposed TIF project plan area, the applicant must provide sufficient justification to indicate why the City should subsidize such relocation.
8. A schedule identifying whether the TIF project plan is expected to create net new "quality jobs" in the city. The City defines a quality job as one that is (a) full-time (greater than 32 hours per week); (b) pays a wage equal to or greater than the average wage within the Topeka MSA; and (c) provides a basic benefit package including access to affordable health insurance, paid time off and the opportunity to participate in a retirement plan.



VI. DEVELOPMENT AGREEMENT.

- A. Timing. The Governing Body will take action on project plan approval, project planning/zoning approvals and a development agreement concurrently.
- B. Contents. Among other things, the Development Agreement will provide for:
 - a. A minimum private expense requirement for the developer and maximum permitted reimbursement amount to the developer.
 - b. Specific developer performance requirements, matching the proposed improvements provided in the TIF project plan application.
 - c. Consequences for developer non-performance, including reductions in the amount of incentives available, reductions in the maximum permitted reimbursement amount and/or acceleration of the date of expiration of the TIF.
 - d. The mechanics for reimbursement of TIF-eligible expenses.
 - e. The mechanics for establishing base year values for non-ad valorem taxes captured by the TIF.
 - f. Payment-in-lieu-of-tax requirements.
 - g. Conditions under which the applicant could request the City issue special obligation TIF bonds on its behalf.

VII. METHOD OF PROJECT FINANCING.

A. Certificate of Completion.

- 1. As noted in the Policy, Projects may be financed by a variety of methods. Before payment will be made to applicant, the City must issue a Certificate of Completion. Multiple Certificates of Completion may be issued for projects with approved phases.
- 2. The request for Certificate of Completion shall include an affidavit of the applicant certifying:
 - a. Project improvement is an approved TIF eligible cost and identify its priority for reimbursement, if any;
 - b. Project was constructed in accordance with all applicable laws and codes;
 - c. Cost was incurred for authorized project improvements;
 - d. Cost has not previously been submitted for reimbursement;
 - e. Cost reflects the actual cost expended; and

B. Reimbursement.

- 1. If pay as you go financing is used, the applicant shall submit to the



Director of Finance copies of all invoices supporting its request for reimbursement, accompanied by a Certificate of Completion. Invoices must be submitted quarterly and such submission must occur at least thirty (30) days prior to any quarterly disbursement period or applicant shall have to wait until the next quarterly disbursement period.

2. The Director of Finance shall attempt to determine the eligibility of the cost within thirty (30) days of the submittal. If the Director determines the nature or amount of the request for reimbursement is outside the scope of the Act or the Development Agreement, Developer may appeal this decision in accordance with the procedure in Chapter 2.145 of the Topeka Municipal Code. Any reimbursement payment shall be stayed pending a determination by the hearing officer.

3. Requests for reimbursement shall be denied unless submitted before the Project is closed or within thirty (30) days thereafter.

E. Appeals. No suit to set aside assessments or otherwise question the validity of the proceedings for the District establishment or Project authorization shall be brought 30 days after publication of the resolution or ordinance creating the District. No suit to set aside the CID sales tax may be brought 30 days from the publication of the ordinance or resolution declaring the intent to impose the CID sales tax. No protest petition pertaining to the issuance of full faith and credit bonds may be brought 60 days following the date of public hearing to create or modify the District.

VIII. BOND FINANCING GUIDELINES.

The City's general policy is that development should pay for itself. As a result, the City will consider general obligation or general fund support of TIF bonds only in extraordinary cases and typically only on City-initiated projects. If TIF bonds are issued for the project, the following guidelines shall be applied:

1. The City will give priority considerations to TIF applications that request only pay-as-you-go financing.
2. For third-party applications, the City will generally not consider full faith and credit TIF bonds or TIF bonds with other City credit enhancements.
3. The City will consider providing the applicant with the right to seek permit issuance of "special obligation" bonds (i.e. supported solely from TIF revenues) in the City's sole discretion. The City may include in the development agreement specific conditions precedent to this right becoming



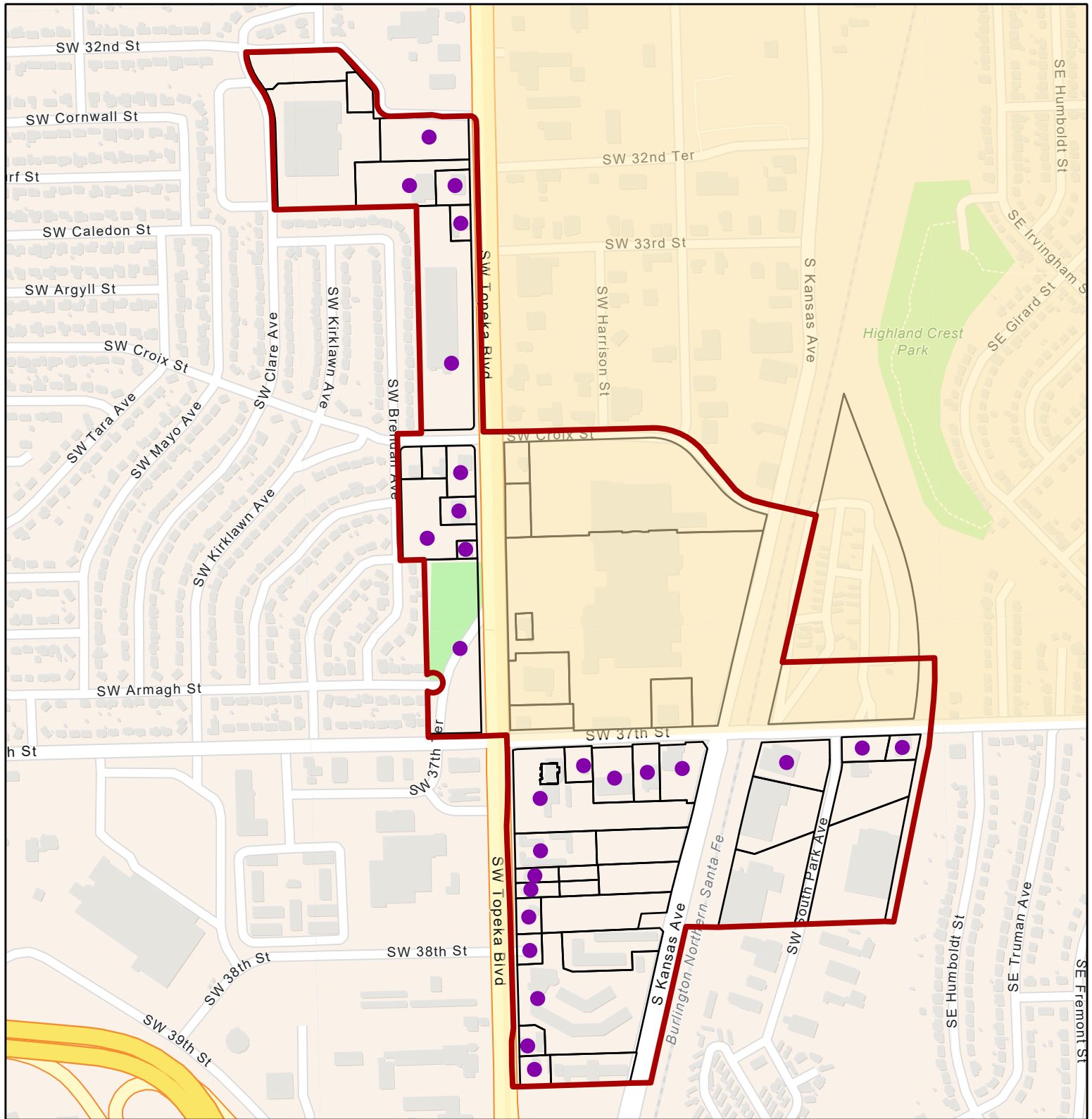
available (minimum leasing commitments, minimum revenue thresholds, etc.).

4. The City's financial advisor will manage the bond issuance process on the City's behalf, including advising the City on the selection of members of the bond financing deal team (to include, but not be limited to, underwriters, trustees, feasibility consultants, etc.).
5. The City's bond counsel will serve as bond counsel on all TIF bond transactions.
6. For any bond financing, all City fees for itself, its counsel and advisors, will be paid from TIF bond proceeds (or by the applicant through an equity contribution to the financing).
7. For any special obligation bond financing, the City may impose an issuance fee of up to \$50,000 to cover its staff costs involved in preparing and managing the financing. Additionally, the City will charge to the TIF fund an additional one percent (1%) annually on all TIF collections for ongoing administration of the bonds.
8. If required by bond counsel, the applicant agrees to be a party to the tax compliance agreement and/or continuing disclosure agreement (if applicable) on any TIF bond transaction.

CITY OF TOPEKA

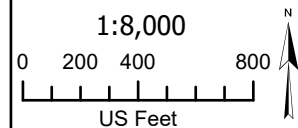


Brent Trout, City Manager



South Topeka Redevelopment District

- South Topeka Redevelopment District
- Parcel
- NRP Boundary
- Other NRP Eligible Properties



City of Topeka, Kansas GIS Data Disclaimer

While the City of Topeka, Kansas makes every effort to maintain and distribute accurate information, **NO WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND** are made regarding information, data or services provided. In no event, shall the City of Topeka, KS be liable in any way to the users of this data. Users of this data shall hold the City of Topeka, KS harmless in all matters and accounts arising from the use and/or accuracy of this data. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder.

Parcel ID#	NAME	ADDRESS	
1341902002001000	GURSS, VEON TRUST	141 SW 37TH ST	Topeka, KS 66611
1341803006001000	HANRAHAN INVESTMENTS LLC	210 SE 37TH ST	Topeka, KS 66605
1341902002003000	SPIRIT MASTER FUNDING X LLC	211 SW 37TH ST	Topeka, KS 66611
1461301014027000	MAINLINE PRINTING INC	3245 SW TOPEKA BLVD	Topeka, KS 66611
1461301014028000	911 WALNUT INC	3249 SW TOPEKA BLVD	Topeka, KS 66611
1461301014029000	911 WALNUT INC	3251 SW TOPEKA BLVD	Topeka, KS 66611
1461304001001000	BELLAIRRE CENTER LLC	3301 SW TOPEKA BLVD	Topeka, KS 66611
1461304001028000	BELLAIRRE CENTER LLC	3343 SW TOPEKA BLVD	Topeka, KS 66611
1341803007001000	MAINLINE PRINTING INC	3500 SW TOPEKA BLVD	Topeka, KS 66611
1461304021001000	BELLAIRRE CENTER LLC	3501 SW TOPEKA BLVD	Topeka, KS 66611
1341803007001020	GERARDOS MEXICAN FOOD INC	3506 SW TOPEKA BLVD	Topeka, KS 66611
1461304021034000	BELLAIRRE CENTER LLC	3519 SW TOPEKA BLVD	Topeka, KS 66611
1341803007002010	KDL INC	3600 SW TOPEKA BLVD	Topeka, KS 66611
1341803007002000	KDL INC	3600 SW TOPEKA BLVD	Topeka, KS 66611
1461304021033000	BELLAIRRE CENTER LLC	3601 SW TOPEKA BLVD	Topeka, KS 66611
1461304021004000	ECI REAL ESTATE LLC	3605 SW TOPEKA BLVD	Topeka, KS 66611
1341803007002020	STARWEATHER REALTY PARTNERS LLC	3690 SW TOPEKA BLVD	Topeka, KS 66611
1461304021032000	BOARD OF SHAWNEE COUNTY COMMISSIONERS	3691 SW TOPEKA BLVD	Topeka, KS 66611
1341803007002030	MTWAL2 LLC	3696 SW TOPEKA BLVD	Topeka, KS 66611
1341902003004130	CAPITAL CITY BANK PLAZA AN OFFICE CONDOMINIUM	3706 SW TOPEKA BLVD	Topeka, KS 66609
1341902003004010	SABATINI FRANK C TRUST	3706 SW TOPEKA BLVD #0100	Topeka, KS 66609
1341902003004020	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0101	Topeka, KS 66609
1341902003004070	SABATINI FRANK C TRUST	3706 SW TOPEKA BLVD #0103	Topeka, KS 66609
1341902003004140	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0104	Topeka, KS 66609
1341902003004080	MAJA COMPANY INC	3706 SW TOPEKA BLVD #0200	Topeka, KS 66609
1341902003004030	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0201	Topeka, KS 66609
1341902003004090	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0202	Topeka, KS 66609
1341902003004040	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0203	Topeka, KS 66609
1341902003004100	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0300	Topeka, KS 66609
1341902003004110	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #0301	Topeka, KS 66609
1341902003004050	CUMMINS, TERRY N TRUST	3706 SW TOPEKA BLVD #0302	Topeka, KS 66609
1341902003004060	MILLER, RICHARD L	3706 SW TOPEKA BLVD #0400	Topeka, KS 66609
1341902003004120	CAPITAL CITY INVESTMENTS INC	3706 SW TOPEKA BLVD #401	Topeka, KS 66609
1341902002015000	BOB BROWN'S AUTO SERVICE CENTER INC	3710 SW SOUTH PARK AVE	Topeka, KS 66609
1341902003004000	CAPITAL CITY BANK	3710 SW TOPEKA BLVD	Topeka, KS 66609
1341902002004000	FUNDING PARTNERS II LLC	3729 SW SOUTH PARK AVE	Topeka, KS 66609
1341902003007000	AP MANAGEMENT LLC	3732 SW TOPEKA BLVD	Topeka, KS 66609
1341902003008000	SABATINI FRANK C TRUST	3736 SW TOPEKA BLVD	Topeka, KS 66609
1341902003008010	SABATINI FRANK C TRUST	3738 SW TOPEKA BLVD	Topeka, KS 66609
1341902002014000	KV INDUSTRIAL LLC	3740 SW SOUTH PARK AVE	Topeka, KS 66609

1341902003016000	MAJA COMPANY INC	3740 SW TOPEKA BLVD	Topeka, KS 66609
1341902002005000	FUNDING PARTNERS II LLC	3741 SW SOUTH PARK AVE	Topeka, KS 66609
1341902003017000	CITY OF TOPEKA	3800 SW TOPEKA BLVD	Topeka, KS 66609
1341902003018020	SUNFLOWER APARTMENTS OF OTTAWA II LP	3802 SW TOPEKA BLVD	Topeka, KS 66609
1341902003018030	SEEMA PROPERTIES INC	3810 SW TOPEKA BLVD	Topeka, KS 66609
1341902003019010	ARKAGAS LLC	3834 SW TOPEKA BLVD	Topeka, KS 66609
1341902003019000	ARKAGAS LLC	3840 SW TOPEKA BLVD	Topeka, KS 66609
1341902003020000	DAYARAM LLC	3846 SW TOPEKA BLVD	Topeka, KS 66609
1341902003001010	TIGER HOLDINGS LLC	417 SW 37TH ST	Topeka, KS 66611
1341803007003000	SOUTHWESTERN BELL TELEPHONE CO	420 SW 37TH ST	Topeka, KS 66611
1341902003001000	TIGER HOLDINGS LLC	501 SW 37TH ST	Topeka, KS 66611
1341902003002000	CAPITAL CITY INVESTMENTS INC	519 SW 37TH ST	Topeka, KS 66611
1341902003003000	AZURA CREDIT UNION	601 SW 37TH ST	Topeka, KS 66611
1461304021002000	ECI REAL ESTATE LLC	813 SW CROIX ST	Topeka, KS 66611
1461304021003000	ECI REAL ESTATE LLC	819 SW CROIX ST	Topeka, KS 66611
1341902003010000	SABATINI FRANK C TRUST	S KANSAS AVE	Topeka, KS 66609
1461301014001000	CITY OF TOPEKA	SW 32ND ST	Topeka, KS 66611
1341902002002000	GURSS, VEON TRUST	SW SOUTH PARK AVE	Topeka, KS 66609
1341902003016010	MAJA COMPANY INC	SW TOPEKA BLVD	Topeka, KS 66609
1341902003008020	SABATINI FRANK C TRUST	SW TOPEKA BLVD	Topeka, KS 66609
1341902003008030	SABATINI FRANK C TRUST	SW TOPEKA BLVD	Topeka, KS 66609
1341902003006000	CAPITAL CITY BANK	SW TOPEKA BLVD	Topeka, KS 66609
1341803007001010	KDL INC	SW TOPEKA BLVD	Topeka, KS 66611
1461301014030000	TURNER, JAMES C & SUSAN C LIVING TRUST	SW TOPEKA BLVD	Topeka, KS 66611
1461301014027010	911 WALNUT INC	SW TOPEKA BLVD	Topeka, KS 66611



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE:	October 11, 2022	
CONTACT PERSON:	Councilmember Tony Emerson, Committee Chair	DOCUMENT #:
SECOND PARTY/SUBJECT:	Public Infrastructure Projects	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 004 Public Improvements	
CIP PROJECT:	No	
ACTION OF COUNCIL:	Discussion 09-06-22. Defer (until Oct 11, 2022) 09-13-22.	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the members of the Public Infrastructure Committee comprised of Council Members Tony Emerson, Neil Dobler and Mike Lesser authorizing certain life safety upgrades to the Uptowner Garage.

Notice: The City Manager will request to defer consideration of the resolution until October 18, 2022. At this same meeting, Staff will provide an update on the Request For Proposals (RFP) concerning the City's parking garages.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would authorize life safety upgrades, including lighting, in the Uptowner parking garage not to exceed \$600,000.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Discuss the recommendation from the Public Works Infrastructure Committee to address life safety upgrades, including lighting, in the Uptowner parking garage not to exceed \$600,000.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the resolution.

BACKGROUND:

At the August 16, 2022 Public Works Infrastructure Committee meeting, Interim City Manager Cochran, recommended to move forward with the identified life safety upgrades (fire protection sprinkler, hose standpipes, basement ventilation system, fire alarm system and miscellaneous electrical items) as identified in the Uptowner Parking Garage assessment. In addition to the above upgrades, the Committee voted to upgrade the lighting.

BUDGETARY IMPACT:

Up to \$600,000

SOURCE OF FUNDING:

General Fund Reserves

ATTACHMENTS:**Description**

Resolution

Bartlett and West Assessment and Feasibility Study for Uptowner Parking Garage (December 1, 2022)

Public Infrastructure Committee Report (August 16, 2022)

Public Infrastructure Committee Meeting Minutes (DRAFT) - August 16, 2022

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by the members of the Public Infrastructure Committee
4 comprised of Council Members Tony Emerson, Neil Dobler and Mike
5 Lesser authorizing certain life safety upgrades to the Uptowner
6 Garage
7

8 WHEREAS, the Uptowner Garage ("Garage"), constructed in 1955, is in need of life
9 safety upgrades as itemized in the Bartlett & West Assessment & Feasibility Study, dated
10 December 1, 2021; and

11 WHEREAS, the members of the Public Infrastructure Committee, after considering
12 the matter on August 16, 2022, voted to recommend to the Governing Body that up to
13 \$600,000 be expended for life safety upgrades, including lighting, for the Garage.

14 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
15 CITY OF TOPEKA, KANSAS, that the City Manager is directed to initiate life safety
16 upgrades, including lighting, for the Garage in an amount not to exceed \$600,000.

17 ADOPTED and APPROVED by the Governing Body on _____.

18 CITY OF TOPEKA, KANSAS
19
20
21

22 _____
23 Michael A. Padilla, Mayor
24

25 ATTEST:
26
27
28
29

30 _____
Brenda Younger, City Clerk



Assessment and Feasibility Study for Uptowner Parking Garage

7th and Jackson Streets • Topeka, KS



December 1, 2021

Professional Seal of Responsibilities



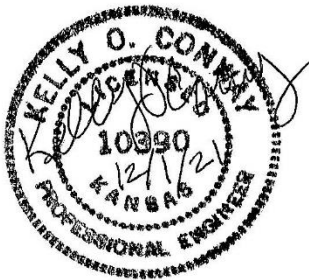
Project Manager



Architectural



Structural



Mechanical/Electrical/Plumbing



Fire Protection Sprinkler

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Executive Summary

Executive Summary

The existing Uptowner Parking Garage is over 60 years old and shows its age. While some maintenance has been provided over the years, it has not been to a level to avoid the need for major repairs and upgrades. In addition to the natural aging and wear on the facility, the building and safety codes have changed over the lifetime of the facility. Any major construction on the facility could trigger the city building code enforcement to demand upgrades in the life safety and ADA accessibility accommodations.

Recommended repairs and upgrades include the following:

Structural repairs and replacement	\$2,700,000
Life safety upgrades (fire protection sprinkler, hose standpipes, basement ventilation system, fire alarm system and miscellaneous electrical items)	\$ 360,000
Additional upgrades (restroom ADA upgrades, doors/hardware, ADA signage, HVAC equipment, storm drain repairs, lighting improvements, CCTV systems and entry systems)	\$ 635,000
<u>Professional services fees</u>	<u>\$ 400,000</u>
TOTAL estimated improvements costs	\$4,095,000

The existing parking garage provides 300-320 parking spaces. In order to provide a minimum of 400 parking spaces, it was analyzed and determined that the existing parking garage structure cannot support the addition of more parking level on the roof of the existing facility. In order to provide 400 spaces, the demolition of the existing parking garage was considered and construction of a new, larger parking garage on this site was evaluated.

The estimated probable costs for a 400-parking space facility include the following:

Demolition costs	\$ 2,500,000
Construction costs	\$19,000,000
<u>Professional service fees</u>	<u>\$ 2,080,000</u>
Total estimated costs	\$23,580,000

The estimated probable costs for a 320-parking space facility include the following:

Demolition costs	\$ 2,500,000
Construction costs	\$16,000,000
<u>Professional service fees</u>	<u>\$ 1,780,000</u>
Total estimated costs	\$20,280,000

The decision by the City, and any private partners, as to whether the existing parking garage should be repaired or demolished and replaced with a new parking garage is both a financial decision, as well as a determination as to the number of parking spaces the City needs at this location. If 400 parking spaces are required, the existing facility

cannot satisfy this requirement, and a new parking garage can be constructed to meet this need. If available funds are limited and a parking garage is still necessary at this location, the structural and safety repairs must be completed and some of the other upgrades can be addressed in phases as funds allow. The existing parking garage could remain in service for another 20-30 years with the implementation of the recommended repairs and improvements, a regular maintenance program and prompt attention to future repairs.

Alternative 1: Facility Assessments & Recommendations

Assessment of the existing facility

- a. Architectural
 - i. Summary of existing conditions

1. BUILDING CODE REVIEW

The existing facility was constructed under the Uniform Building Code, which has now become the International Building Code. The state of Kansas had not yet adopted a state code with universal application until the early 1990's. Accessibility was not addressed until 2004.

There are many compliance issues within the facility with respect to the latest adopted version of the state model codes. The need for compliance is the responsibility and the purview of the local municipality that enforces building codes, in this case, the City of Topeka. Typically, compliance can be triggered when a facility undergoes modernization/remodeling and/or an addition.

In addition to sections of the model codes addressing life safety, general, structural, mechanical, and electrical construction, the state has also adopted a model energy conservation code. In general, the current facility has not kept up with the continuous development of the model codes since its initial construction. The design team has not conducted an exhaustive code review, as this would typically be done during design phases, but has attempted to survey and categorize code deficiencies during the condition assessment as well as assign estimated costs for compliance.

In addition to the model building codes, other national and association life safety codes are adopted and enforced by state and local authorities having jurisdiction. If a major remodeling or reconstruction were to take place, it would be critically important to conduct meetings with these entities prior to design. These officials have the authority to enforce the codes at their discretion, and their interpretation can vary from one group or jurisdiction to another. Despite the best intention of those responsible for writing the model codes, the adoption of additional codes and standards and their subsequent application can still be confusing for most owners and design professionals, especially with respect to specialized use facilities.

2. AMERICANS WITH DISABILITIES ACT (ADA)

The existing facility toilet rooms and all existing door hardware are not in conformance with ADA compliance. The toilet rooms require a redesign along with installation of additional accessories to be considered ADA complaint. This includes items

such as partition walls, grab bars, lavatory and mirrors. Throughout the facility, the doors and door hardware present do not have ADA compliant hardware or proper ADA clearances. A code review of ADA clearances has not been performed as part of this report, but a full review is recommended to be performed with a building renovation. It is recommended that the doors and door hardware be replaced throughout the facility. In addition, ADA complaint room signage is not present in the facility and room signage should be added or replaced throughout the facility.

The door hardware throughout the facility, in addition to the ADA issues noted above, are also not in compliance with safety concerns related to building egress. A full code review of the existing facility has not been conducted but one would be recommended to be performed prior to a building renovation.

3. HAZARDOUS MATERIALS

Asbestos is known to be present in building materials in facilities constructed prior to 1977. The construction materials known to contain asbestos include floor tile, plaster, caulking, and grout. With the existing treatment facility being largely constructed in 1954, any modification or renovation of the existing facility will require asbestos testing, and, if present, asbestos abatement and removal procedures would need to be performed in advance. The need for associated asbestos abatement and removal is not known at this time.

4. ELEVATOR

An elevator was included with the construction of the facility in 1954 and was upgraded and replaced in the early 1990s. This elevator is a 2000-2500-pound freight elevator manufactured by Thyssen Krupp Elevator company. This elevator has been regularly inspected, maintained, and updated by Interstate Elevator, Inc.

ii. Recommended improvements

1. INTERIOR REMODELING

a. Office, Waiting and Toilet Area:

- i. HVAC/Plumbing and Electrical upgrades in these areas will require new walls/ceilings and finishes to be installed.
- ii. RECOMMENDATION: Replace finishes/ceilings etc. as needed for HVAC/Power and Lighting upgrades. Provide new ADA toilet area remodeling.

2. CODE COMPLIANCE

a. Doors/Hardware:

- i. **RECOMMENDATION:** Provide new doors and hardware that meet current accessibility codes and standards.

b. Signage:

- i. **RECOMMENDATION:** Provide new ADA conforming signage. Verify accessible parking stalls and accessible routes meet current codes.

- iii. Estimates of probable construction cost for recommended improvements

1. INTERIOR REMODELING

ITEM A1: Replace finishes/ceilings etc. as needed for HVAC/Power and Lighting upgrades. Provide new ADA toilet area remodeling.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$175,000 - \$200,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$22,000 - \$25,000

ITEM A2: Provide new doors and hardware that meet current accessibility codes and standards.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$35,000 - \$40,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$5,000 - \$6,500

ITEM A3: Provide new ADA conforming signage. Verify accessible parking stalls and accessible routes meet current codes.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$25,000 - \$30,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$3,000 - \$4,000

b. Structural

i. Summary of existing conditions

1. The structure was constructed from construction documents prepared by Griest & Ekdahl dated 1955. The structure contains nine parking levels plus a basement. This structure is concrete framed with joist/slab, beams and columns. The partial height first level walls on the east and south elevation are clad with brick as are the elevator and stair towers. The north elevation is infilled with concrete masonry units. The basement floor is concrete slab on grade and the structure is founded on concrete spread footings. Construction documents for the Repair and Renovation of the Uptowner Parking Garage were prepared by Ekdahl, Davis, Depew, Persson / Architects dated 1981 with a revision date of 1982. This work was concrete and masonry repair, and the installation of a waterproof membrane system.
2. Observations made confirmed observations made in June of 2020. Refer to Appendix A: Uptowner Parking Garage Assessment for Parrish – July 23, 2020. It is expected to have a 10% increase in deterioration since the 2020 study. Concrete deterioration was noted in the slabs, joist, joist stems, beams, columns and walls, and traffic coating. The traffic membrane installed in 1982 is completely worn out. There were several areas where chunks of spalled concrete were noted on the floor having fallen from deterioration above. These stalls should be barricaded. Noted deterioration on the exterior of the structure included failed joint sealants, open mortar joints, brick with spalled faces, cracked brick, failed elastomeric coating on the north concrete masonry unit infill wall, and areas of concrete spall in the spandrel beams. There is an area of spalled concrete on a spandrel beam on the west side of the northwest stair tower that should be removed before it falls for life safety concerns. Refer to photos and photo notes on Page 41 in Appendix B: Uptowner Parking Garage Photos – November 2, 2021.
3. All of the noted deterioration is in some form related to moisture infiltration. When moisture reaches reinforcing steel, it corrodes. The products of corrosion occupy up to six times the original volume of the steel. The forces from the expansion of the rust products cause the concrete to crack and spall off. With the presence of salt this process is accelerated. When moisture enters a building material through an open mortar joint or a crack, it becomes trapped. Trapped moisture will

eventually freeze. Moisture expands as it freezes. Confined pressure from freezing water can reach nearly 15,000 psi. This causes cracks to get longer and wide, mortar joint to pop out and brick faces to spall. Repeated freeze-thaw cycles will eventually lead to substantial deterioration. In Topeka, we average 93 freeze-thaw days per winter season. All of the sealant in this structure is in a failed condition. The sealant has failed in loss of adhesion to the substrate, loss of cohesion, loss of elasticity and it is weathered. All result in moisture infiltration.

ii. Recommended improvements

1. To return this structure to a serviceable condition the deteriorated concrete should be repaired, and the structure should be waterproofed. The concrete should be repaired by removing all unsound concrete with 15 pound, maximum, chipping hammer in a manner that reinforcing steel is not damaged. Where 1/3 of reinforcing steel is exposed, the concrete shall be removed all around it 3/4" clear. Areas shall be prepared by cutting or chipping edge a minimum of 1/4" deep such that no feathered edges exist, adding reinforcing steel at engineer's direction, and sandblasting areas clean (reinforcing free of rust). Areas to be patched back with SikaQuick-1000 for 2" horizontal repair, Sikacrete-1000 for full depth horizontal repair and SikaQuick-VOH for vertical and overhead repair. Patching back with Shotcrete is also acceptable. Areas to be patched back with shotcrete shall be with Spec Mix Dry Process Shotcrete with minimum 7-day strength of 5000 psi and 28-day compressive strength of 6000 psi. Mix shall contain polyester fibers of random length. To protect the parking deck from future salt and moisture infiltration we recommend installing a waterproofing traffic membrane system. After the concrete has been repaired a new membrane should be applied. The parking deck shall be primed with Sikalastic Primer. A base coat of Sikalastic-720 Base shall be applied. The parking areas shall receive a topcoat of Sikalastic-745AL. The drive lanes shall receive an intermediate coat and topcoat of Sikalastic-745AL. The ramps from the 1st level to the 2nd level and to the basement shall receive Sikalastic 22 Lo-Mod Hybrid Traffic System with Black Beauty aggregate. The traffic coating system will be required to be provided with a five-year joint and several warranty. It is very important that this work, concrete repair and membrane application, be done by a contractor that specializes in this type of work, if not the work will have a short life span.

2. The exterior walls require repair and waterproofing to prevent further deterioration. The concrete should be repaired by method described above using SikaQuick-VOH patch material. All cracked brick and brick with spalled faces shall be removed and replaced with matching brick. All cracked and open mortar joints shall be properly prepared for repointing and repointed in 3 lifts of Type N mortar mix in color to match existing. All existing sealants shall be removed and replaced with Sikasil WS-295 sealant. Prepare substrate per manufactures recommendation. Use closed cell backer rod to control depth. The north wall shall be waterproofed by installing a new elastomeric coating. Wall shall be prepped as per manufactures recommendations and two coats of Sherwin Williams CF11W0051-Conflex XL Smooth elastomeric coating applied. The west wall of the north stair tower at the top the brick is in very poor condition with most of the brick having spalled faces. This occurs at the top 5'-6 of the wall. This area should be repaired by removing all loose faces of the brick and applying gunite to the surface. The area shall then be coated with elastomeric coating as described above. Just below this area is a concrete spandrel beam with a spalled face approximately 2'-6 x 3'-4. This spall poses as life safety hazard. This area should be barricaded a distance of 20'-0 minimum all around. It is very important that all of this work be done by a qualified professional waterproofer. This is specialty work and if not done properly the repairs will be short lived.

- iii. Estimates of probable construction cost for recommended improvements

ITEM S1: Repair and replace all concrete and masonry items noted in structural assessment.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$2,500,000 - \$2,700,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$250,000 - \$270,000

ITEM S2: Additional concrete and masonry repair and replace to be expected ten years after repairs listed in Item 1.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$1,750,000 - \$2,000,000 (costs do NOT include inflation beyond 2021)

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$175,000 - \$200,000

ITEM S3: Additional concrete and masonry repair and replace to be expected ten years after repairs listed in Item 1.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$1,150,000 - \$1,350,000 (costs do NOT include inflation beyond 2021)

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$115,000 - \$135,000

c. Mechanical/Electrical/Plumbing

i. Summary of existing conditions

1. MECHANICAL SYSTEMS

- a. The office, waiting and toilet area on first floor is heated by a gas-fired furnace. Sheet metal ductwork distributes and returns air throughout these spaces. A wall thermostat located in the waiting area controls the furnace fan and gas valve to maintain the heating setpoint. The furnace flue runs vertically through the building inside a duct chase to the roof where it terminates above the roof level. No outside air is introduced to the space through the furnace. There is no exhaust out of the toilet area. The ignition source of the furnace appears to be higher than 18" above the floor as required by paragraph 406.2.9.1 of the 2018 IBC.
- b. The lower level of the parking garage is provided with an exhaust system. Branch exhaust ductwork is routed along the structure perimeter with another branch duct running north-south along the center of the lower level to the central main exhaust duct. The main exhaust duct runs vertically, up through the building to a

mechanical penthouse above the center stairway. A utility set type exhaust fan mounted in the penthouse exhausts air from the lower level and discharges the exhausted air to the outside through a vertical louver mounted in the penthouse wall. The existing exhaust fan was originally designed at 16,800 cfm. The system is currently not in operation.

- c. The storage room on second floor level is served by a small PTAC, through-the-wall heating/cooling unit and a small, gas-fired furnace. The flue for this furnace terminates on the outside wall of the storage room, discharging into the parking garage area. The PTAC unit discharges the condenser air through the outside wall of the storage room into the parking garage. Maintenance staff indicates only the PTAC unit is needed to heat and cool the storage room.
- d. A small electric unit heater is installed in the water service entrance room located on the lower level, below the east stairway. The heater serves to prevent the water lines from freezing up during cold weather conditions.

2. PLUMBING SYSTEMS

- a. The facility has both a men's and women's restroom. The plumbing for these restrooms is original construction. The domestic water is copper pipe, and the sanitary waste and vent piping is cast iron pipe with the exception of a small portion at the water service entrance room that has been replaced with PVC pipe. Piping and fixtures are over 65 years old and well beyond the normal life expectancy.
- b. Current fixture layout does not meet ADA requirements.
- c. The domestic water service enters the building under the east stairway. The water meter is located inside this room. A portion of the domestic water service inside the room has heat trace cable installed on it.
- d. A tank-type, gas-fired water heater serves to heat the domestic water for the toilet room lavatories. The water heater appears to be in adequate condition. The flue off the water heater runs up through roof level and appears to be in good condition.

- e. The storm drain piping is steel piping for the horizontal runs and cast-iron piping for the vertical risers. Portions of the storm drain piping is showing visible signs of deterioration. The storm drain piping is also over 65 years old and well beyond the normal life expectancy.

3. ELECTRICAL SYSTEMS

- a. There are 3 service feeds to the garage: a 120/240V, 1-Phase, 3-Wire service, a 240V, 3-Phase, 3-Wire service and a service that has been discontinued.
- b. All the services are fed from the power company with overhead aerial cable at the northwest corner of the building.
- c. The capacity of the services is adequate for the building electrical loads.
- d. Two small load center panels were added to the original electrical service. These load centers are mounted on the exterior wall adjacent to the main service disconnects. Neither of the load centers are rated for damp location. These load centers are showing signs of rust and deterioration.
- e. The 120V duplex power receptacles installed throughout the garage are “non-grounding” type.
- f. The electrical circuits do not have a separate ground conductor installed in the conduits. These circuits attempt to utilize the conduit as the ground path. The lack of grounded receptacles and a grounded conductor in the wiring configuration creates a condition that may not protect persons using the receptacles from accidental electrical shock.
- g. It was observed that some of the conduits installed on 5th floor have deterioration.
- h. The original metal halide light fixtures in the parking areas of the garage have been modified. The original fixtures have been rewired to by-pass the ballast and fitted with new LED screw-in bulbs. The parking area lights are controlled by photo-electric cells which allow the lighting to be energized only when natural daylight cannot meet the lighting requirements. During our nighttime site investigation, it was observed that several of the lamps in the fixtures on each floor were burned out. Light level measurements taken during the

nighttime site investigation shows a range of between 5-60 footcandles based on where the meter was located (under or between fixtures. In areas where the light fixtures were not operating, the light levels measurements were 2-3 footcandles. The recommended minimum illumination is 2 footcandles with a minimum to maximum illumination ratio of 3:1 inside the parking facility. While the existing lighting systems meet the minimum illumination recommendations, the minimum to maximum ratio exceeds the 3:1 and reaches 30:1 in some instances. This wide range could make it more difficult for a driver's vision to adjust and adequately see pedestrians and create a dangerous environment for pedestrians.

- i. The original fluorescent light fixtures in the office, waiting and toilet area on first floor remain.
- j. The original incandescent light fixtures in the stairways have replacement lamps installed. The new lamps are LED. In addition to the normal powered lights, emergency lights have been added at each stair landing. These emergency lights are equipped with battery back-up power. Each stairway landing has an exit light provided. It appeared that some of these exit lights are provided with battery back-up power and others are only connected to the normal power source.
- k. A Fire Alarm Control Panel (FACP) is provided and located in the Waiting Room on first level. A fire alarm horn/strobe unit is installed in the Waiting Room. Additionally, a ceiling mounted smoke detector is provided outside the elevator door on first level, also in the Waiting Room area. No other fire alarm devices were observed.
- l. No emergency call system was observed at this facility.
- m. No CCTV system was observed at this facility.
- n. The gate control system is original, and maintenance has been minimal throughout the life of the system.

ii. Recommended improvements

1. MECHANICAL SYSTEMS

- a. Enclosed Parking Garage Ventilation:

- i. The lower level of the parking garage, by definition, is considered an enclosed parking garage and is required to have mechanical ventilation. The remaining levels of the garage are considered open parking garage and do not have requirements to be mechanically ventilated.
 - ii. The existing exhaust fan was designed to exhaust 16,800 cfm. Table 403.7 of the 2015 UMC requires continuous airflow of not less than 0.75 cfm per square foot of floor area served. Based on the area of the lower level of 22,400 square feet, the continuous airflow requirement is 16,800 cfm.
 - iii. Section 403.7.2 of the 2015 UMC allows the mechanical ventilation system to be operated intermittently provided the system is designed to automatically operate upon the detection of vehicle operation or the presence of occupants by an approved automatic detection device.
 - iv. The existing branch ductwork and exhaust grilles are properly sized for the required airflow and could be reused.
 - v. RECOMMENDATION: It is recommended that the existing exhaust fan be removed and replaced with a new fan. The existing fan is over 65 years which is well beyond its useful life as described in ASHRAE. A new exhaust fan can be designed to operate at the lower intermittent airflow for energy savings by providing carbon monoxide and nitrogen dioxide sensors which would signal the fan to increase its airflow to the maximum as required by code. The branch ductwork shall remain as it is sufficiently large enough to handle the required airflow. A new ventilation system will have a published expected useful life of 20 years but could operate effectively for a longer period with regular maintenance and repairs.
- b. Office, Waiting and Toilet Area:
- i. Table 402.1 of the 2015 UMC requires minimum outside air ventilation for the office and waiting areas. The minimum ventilation rate is calculated using 5 cfm per occupant of the space plus 0.06 cfm/sq ft of area of the space.

- ii. Table 403.7 of the 2015 UMC requires public toilet rooms to be exhausted at 50 cfm for each water closet and urinal installed.
- iii. RECOMMENDATION: The furnace serving the office, waiting and toilet area shall be replaced with a new furnace unit. Outside air shall be introduced to the space to meet Table 402.1. The new furnace shall be sized to accommodate the outside air as well as the space loads. It is also recommended that an exhaust fan be provided to exhaust the toilet rooms to meet the exhaust rates of Table 403.7.

2. PLUMBING SYSTEMS

- a. Enclosed Parking Garage:
 - i. RECOMMENDATION: The portions of storm drain piping that is showing signs of deterioration shall be replaced with new piping to match existing.
- b. Office, Waiting and Toiler Area:
 - ii. RECOMMENDATION: New ADA plumbing fixtures shall be provided and installed as per the new ADA toilet area layout. The existing domestic water and sanitary sewer lines shall be extended to new fixture connections. A new point of use, electric water heaters shall be provided for the toilet lavatories and the existing gas-fired water heater removed. The usage of the toilet facility is very limited and maintaining the water in the tank at the required hot water temperature is less efficient than the point of use heaters that will only heat the water when used.

3. ELECTRICAL SYSTEMS

- a. Enclosed Parking Garage:
 - i. The existing load centers that have been added do not meet code requirements for installation in wet location as per definition and Section 312.2 of the 2020 NEC. The location where these panels are installed is subject to rainwater exposure.
 - ii. Portions of the existing electrical system are exhibiting deterioration.
 - iii. The duplex receptacles are non-grounding type.

- iv. None of the electrical circuits are provided with a ground wire and utilize the conduit as the ground path. If the conduit is broken, a coupling comes loose or other situations that breaks the ground path back to the panel occurs, a potential electrical shock hazard to the building users is created.
- v. The existing parking garage light fixture have been altered from the original wiring. The revision has allowed a more energy efficient light source to be utilized, however the new lamp source does not have the life expectancy of a new LED fixture with proper LED lights and driver. Replacement of these fixtures with new LED light fixtures, designed for use in parking garages, (better photometrics and light distribution) will provide a properly illuminated facility and an even more energy efficient system.
- vi. The original, normal power light fixtures shall be replaced with new LED light fixture with integral battery back-up power and with the ability to be tested (fixtures are required to be tested periodically by code). The existing emergency light fixtures shall be removed as well. New emergency light fixtures shall be provided as required to meet code to allow occupants to safely find their way out of the parking structure. New exit lights shall be provided and shall include battery back-up power and ability to be tested (fixtures are required to be tested periodically by code).
- vii. The fire alarm system requires additional devices to be added, including smoke detectors at each floor outside the elevator door and elevator recall.
- viii. The gate control system needs repairs. Many of the elements of the system are out of date.
- ix. RECOMMENDATION: The existing load centers shall be replaced with new panels rated for the environment in which they are installed. Deteriorating conduit shall be replaced with new to match. Existing non-grounding duplex receptacles shall be replaced with new grounded duplex receptacles and ground wires installed in

existing conduit. All obsolete electrical equipment shall be removed. New light fixtures shall be provided designed to provide proper illumination levels and an energy efficient installation. The fire alarm system be upgraded to include smoke detectors at each floor that the elevator serves and recall operation of elevator. Provide an emergency call system with call stations at stair entrances on each floor level. Provide a closed-circuit television (CCTV) system throughout the garage to include low light level cameras rated for industrial installations. The gate control system should be upgraded to include new barrier gate arms, coiling door, door motor and detector loop.

b. Office, Waiting and Toilet Area:

- i. RECOMMENDATIONS: Provide GFI duplex, grounded receptacles in the toilet rooms. Replace original fluorescent light fixture with energy efficient LED fixtures.

- iii. Estimates of probable construction cost for recommended improvements

1. MECHANICAL SYSTEMS

ITEM MEP1: Provide new exhaust fan and add carbon dioxide and nitrogen dioxide detectors to allow the exhaust fan to be operated at a reduced airflow in safe conditions.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$30,000 - \$40,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$3,600 - \$4,800

ITEM MEP2: Provide new furnace sized for code required outside air to create positive pressure relationship with garage.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$25,000 - \$35,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$3,000 - \$3,600

ITEM MEP3: Provide new exhaust fan for Toilet Rooms sized to meet current codes.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$3,000 - \$4,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$1,000 - \$2,000

2. PLUMBING SYSTEMS

ITEM MEP4: Repair the portions of storm drain piping that has deteriorated with new to match existing.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$4,000 - \$6,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$700 - \$1,000

ITEM MEP5: Provide new ADA compliant plumbing fixtures and domestic water, waste and vent piping for the new fixtures. Provide new point of use electric water heaters at lavatories.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$85,000 - \$100,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$10,200 - \$12,000

3. ELECTRICAL SYSTEMS

ITEM MEP6: Provide new panelboard rated for installation in wet location with sufficient circuit breaker space to replace the two load centers.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$5,000 - \$6,500

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$1,500 - \$2,500

ITEM MEP7: Replace existing conduit showing signs of deterioration with new to match existing.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$5,000 - \$7,500

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$1,500 - \$2,500

ITEM MEP8: Provide new grounded duplex, GFI receptacles and new phase and ground conductors throughout the parking garage as well as the toilet rooms.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$50,000 - \$60,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$6,000 - \$7,200

ITEM MEP9: Remove obsolete electrical equipment and service.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$2,500 - \$3,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$1,000 - \$1,500

ITEM MEP10: Provide new LED light fixtures in both Parking Garage and Office, waiting and Toilet area.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$100,000 - \$130,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$12,000 - \$16,000

ITEM MEP11: Upgrade the existing fire alarm system to include smoke detectors on each level served by the elevator and add elevator recall.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$8,000 - \$12,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$1,000 - \$1,500

ITEM MEP12: Provide a new Emergency Call system at each stair entrance on each level.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$18,000 - \$24,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$2,200 - \$3,000

ITEM MEP13: Provide a new CCTV throughout the parking garage.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$35,000 - \$40,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$4,200 - \$4,800

ITEM MEP14: Provide upgrades to existing gate control system.

ESTIMATE OF PROBABLE CONSTRUCTION COST
\$33,000 - \$40,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE
\$4,000 - \$5,000

- d. Fire Protection Sprinkler
 - i. Summary of existing conditions

1. The parking garage appears to qualify as an open parking garage per IBC definitions. As such, the majority of the garage is not provided with sprinkler protection, with the exception of the below-grade basement level which is sprinklered (IBC 406.5 & 406.6.3). The sprinkler system is supplied by a 6" underground fire service into a valve closet on the basement level off of Stair 1. The incoming service is provided with an OS&Y shutoff valve, which was closed, and greatly corroded. The OS&Y did not appear to be monitored via tamper switch, nor was it chained, as required by NFPA 13 (8.16.1.1.2.1). No backflow preventer was observed. Unless a backflow preventer exists in a vault outside the building, the system would not meet the standards for backflow prevention and cross contamination to the local water utility. A (2) x 2-1/2" fire department connection on the east side of the building ties into the service with a check valve. The hose valve inlet caps were missing, allowing for the accumulation of debris, insects, or trash.
2. A single 6" sprinkler dry alarm valve is provided in the closet, with dry trim and air maintenance device. The valve was also greatly corroded. As the OS&Y valve was closed, the system was inactive, with water gauges reading 0 psi. The air supply gauges also read 0 psi. The last known annual sprinkler

inspection was performed on 6/14/2005 by Jayhawk Fire Sprinkler Co., Inc., per the inspection tags present. The system has not been sufficiently maintained in accordance with NFPA 25. The dry valve closet is provided with a unit heater as required by NFPA 13, but the room was not provided with required lighting (7.2.5.2.1). It is unclear if the heater was operational. The system was supplied with supervisory air from an air compressor located in a Storage room on the first floor, near Stair 2. At one time, a sprinkler alarm bell was present outside of a first-floor office (NFPA 13, 6.9.3.1), however the bell appears to have been removed at some point, as only the backbox and identification plate remains.

3. A spare sprinkler cabinet was provided, with three sprinkler heads and one wrench inside. This does not comply with NFPA 13 (6.2.9), which requires a minimum of 6 spare sprinklers. Sprinklers present were old-style, fusible link Reliable Automatic Sprinkler Company sprinklers.
4. Sprinklers were present on the basement level and were old-style fusible link. Sprinklers at lower elevations were provided with sprinkler head guards. Piping appeared to be mostly galvanized, and almost all pipe showed some corrosion, with portions significantly corroded. Piping was provided with low point drum drip drains where pipe was required to drop. Some sections of pipe were broken or damaged.
5. Two manual dry vertical standpipes were provided, one adjacent to the elevator, and another in the northeast corner. These might meet locations required by IBC for a Class I standpipe system (905.3.1 Item 3), with hose valves for open parking garages subject to freezing located for Class II standpipes and are not required to be within exit stairs. Hose valves were 2-1/2", rated for 175 psi. Some hose valve caps were missing, allowing for the accumulation of debris, insects, or trash. Hose valve locations are insufficient to cover the entire garage however, as IBC requires all points to be within 130 feet of a hose valve for Class II hose valve locations (905.5). There are portions of the garage which exceed this maximum distance for hose lay. The standpipes appear interconnected, as required by IBC (905.4.2). It was unclear if a standpipe isolation valve was provided for each standpipe as required by NFPA 14 (6.3.2).

6. While standpipes located within the interior office portion were painted, exterior portions were galvanized, and showing corrosion. The piping was not corroded to the extent of sprinkler pipe but showed some wear all the same.
7. The standpipes were served by a (2) x 2-1/2" fire department connection adjacent to the sprinkler FDC. The hose valve inlet caps were missing, similar to the sprinkler FDC. The standpipe FDC exceeds 100 feet to a fire hydrant, as required by NFPA 14 (6.4.5.4). The FDC is not sufficient to serve two standpipes, as NFPA 14 requires three inlets, instead of two, to provide the required 750 gpm of design flow (7.10.1.1.1 & 7.10.1.1.3), with 250 gpm through each inlet (7.12.3).

ii. Recommended improvements

1. Both the sprinkler and standpipe systems were not maintained in accordance with NFPA 25 and showed significant signs of corrosion. Both systems should be replaced in their entirety. As the underground pipe was not able to be visually inspected, it is recommended that the demolition go all the way back to the city water main. A new dry sprinkler system should be provided for the basement level, complete with city-approved backflow prevention device, shutoff valve and dry alarm valve and required trim. Based on more recent research, it is recommended that the dry system piping be black steel pipe, filled with nitrogen from a nitrogen generator, in lieu of compressed air. Nitrogen has proven far more effective at preventing corrosion over time than air which introduces oxygen that corrodes the pipe at a faster rate. The sprinkler system shall be designed and installed in accordance with NFPA 13. A properly maintained sprinkler piping system will have an expected useful life of 20-30 years but can effectively serve its purpose longer with the proper periodic inspections and maintenance.
2. A new Class I manual dry standpipe system should be provided, with hose valves at required for Class II standpipes. New hose valves should be placed such that all portions of the garage are within 130 feet of a 2-1/2" standpipe hose valve. A new fire department connection should be provided with the required number of inlets as per NFPA 14 and located within 100 feet of a fire hydrant. The standpipe system shall be designed and installed in accordance with NFPA 14. A properly maintained standpipe system will have an expected

useful life of 20-30 years but can effectively serve its purpose longer with the proper periodic inspections and maintenance.

3. The Owner should continue to have the systems inspected and maintained as described within NFPA 25.

- iii. Estimates of probable construction cost for recommended improvements

ITEM FPS1: Provide new dry sprinkler system, including service entrance.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$120,000 - \$140,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$15,000 - \$17,000

ITEM FPS2: Provide new standpipe system.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$55,000 - \$75,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$7,000 - \$9,000

Alternative 2:

Addition to Existing Parking Garage

Assessment of the existing facility's capacity to support additional levels to the existing structure

- a. Architectural
 - i. Not applicable since the existing structural systems cannot support such an addition.
- b. Structural
 - i. A structural analysis was performed to determine if the existing structure would support the addition of 100 new parking spaces. Each existing level contains approximately 56 parking spaces so two additional levels would be required. The additional levels would be constructed like and kind of the existing structure with cast-in-place concrete slabs, joist, beams and columns. Our structural analysis indicates that the existing columns would be overstressed in compression and that the allowable soil bearing capacity would be exceeded. It is our recommendation that this structure not be added on to.
- c. MEP
 - i. Not applicable since the existing structural systems cannot support such an addition.
- d. Fire Protection Sprinkler
 - i. Not applicable since the existing structural systems cannot support such an addition.

Alternative 3: New Parking Garage

New parking garage

- a. Demolition of existing parking garage and construction of new 400 space parking garage located on the existing site and potentially including adjacent parking lot immediately north of the existing facility
 - i. Estimate of probable construction cost for new parking garage facility.

1. NEW FACILITY CONSTRUCTION

ITEM 1: Demolish existing parking garage facility.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$2,000,000 - \$2,500,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$150,000 - \$180,000

ITEM 2: Construction new 400 space parking garage facility.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$17,000,000 - \$19,000,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$1,700,000 - \$1,900,000

- b. Demolition of existing parking garage and construction of new 300-320 space parking garage located on the existing site and potentially including adjacent parking lot immediately north of the existing facility
 - i. Estimate of probable construction cost for new parking garage facility.

1. NEW FACILITY CONSTRUCTION

ITEM 3: Construction new 300-320 space parking garage facility.

ESTIMATE OF PROBABLE CONSTRUCTION COST

\$14,000,000 - \$16,000,000

ESTIMATE OF ENGINEER/ARCHITECT DESIGN FEE

\$1,400,000 - \$1,600,000

Conclusion and Summary

Conclusion/Summary

The existing Uptowner Parking Garage is over 60 years old and shows its age. While some maintenance has been provided over the years, it has not been to a level to avoid the need for major repairs and upgrades. In addition to the natural aging and wear on the facility, the building and safety codes have changed over the lifetime of the facility. Any major construction on the facility could trigger the city building code enforcement to demand upgrades in the life safety and ADA accessibility accommodations.

The most significant repair required of the facility includes the repair and replacement of the existing concrete structure for the facility. There are significant areas of concrete repairs and waterproofing required of the facility to address areas of spalling concrete and masonry, and corrosion of reinforcement steel in the concrete structure. The cost of the initial recommended scope of repairs is \$2,700,000. These repairs can be completed in phases, but everyone must be aware that the corrosion will continue and increase the amount of repair work required with every year the work is postponed. The maintenance and repairs of this type of facility cannot be eliminated. It is recommended that the facility be inspected a maximum of every 10 years. It can be expected that there will be additional maintenance and repairs to require attention at that time, at an estimated cost of \$2,000,000 (10 years) and \$1,350,000 (20 years).

There are several life safety items which need to be addressed. These include an operational fire protection sprinkler system in the basement of the facility, standpipes, an operating ventilation system in the basement to avoid carbon monoxide collection, a fire alarm system and miscellaneous electrical safety improvements. The estimate of probable construction cost for these items is approximately \$360,000.

Additional items which require attention include restroom ADA upgrades, doors and hardware, ADA signage, miscellaneous HVAC equipment replacement, storm drain piping repairs, improvement lighting systems, CCTV systems and upgraded entry systems. The estimate of probable construction cost for these items is approximately \$600,000.

The estimate of probable construction cost for all the recommended repairs and improvements is approximately \$3,500,000. Professional design services associated with these improvements is estimated to be approximately \$400,000. A detailed summary of the recommendations and associated costs are included in Table 1. Without addressing the structural deficiencies and the life safety items, this facility could be considered a significant safety concern for those using the facility. These items should be addressed immediately.

Table 1: Summary of Alternate 1 Recommendations

Recommendation	Estimate of Probable Construction Cost for Current Conditions	Estimate of Probable Construction Cost for 10-year Conditions	Estimate of Probable Construction Cost for 20-year Conditions	Estimated Design Fee
A1 – ADA toilet area remodel	\$200,000			\$25,000
A2 – New doors & hardware	\$40,000			\$6,500
A3 – ADA signage	\$30,000			\$4,000
S1 – Repair & replace concrete	\$2,700,000			\$270,000
S2 – Repair & replace concrete (10 years)		\$2,000,000		\$200,000 (not incl. in fee total)
S3 – Repair & replace concrete (20 years)			\$1,350,000	\$135,000 (not incl. in fee total)
MEP1 – New exhaust fan	\$40,000			\$4,000
MEP2 – New furnace for toilet area	\$35,000			\$3,600
MEP3 – New exhaust fan for toilets	\$4,000			\$2,000
MEP4 – New storm drain piping	\$6,000			\$1,000
MEP5 – New ADA plumbing fixtures & piping	\$100,000			\$12,000
MEP6 – New wet location panelboard	\$6,500			\$2,500
MEP7 – Replace existing conduits	\$7,500			\$2,500
MEP8 – New receptacles & conductors	\$60,000			\$7,200
MEP9 – Remove obsolete electrical equipment	\$3,000			\$1,500

Table 1: Summary of Alternate 1 Recommendations (continued)

MEP10 – New LED lighting fixtures	\$130,000			\$16,000
MEP11 – New fire alarm system	\$12,000			\$1,500
MEP12 – New emergency call system	\$24,000			\$3,000
MEP13 – New CCTV system	\$40,000			\$4,800
MEP14 – Upgrade gate entry system	\$40,000			\$5,000
FPS1 – New sprinkler system	\$140,000			\$17,000
FPS2 – New standpipe system	\$75,000			\$9,000
Total Improvements	\$3,693,000	\$2,000,000	\$1,350,000	\$398,100

Due to a potential need for increased quantity of parking spaces in this location, an investigation was performed to determine if the existing parking garage could be expanded by adding more levels to the top of the existing facility. The structural capabilities of the existing structure were analyzed based upon the original 1955 construction documents; the analysis determined that the existing structure would not support any vertical additions. This sort of expansion is not available as an option.

The third alternate considered is the demolition of the existing parking garage facility (300-320 spaces) and the construction of a new 400 space parking garage. The new parking garage requires the existing facility to be removed, and a new facility to be constructed within the footprint of the existing parking garage or extended some distance to the north. The estimate of probable construction cost for the demolition and the new construction is approximately \$21,500,000, with an estimate of approximately \$2,000,000 for the professional design services associated with each of these items. Table 2 summarizes these cost details.

Table 2: Summary of Alternate 3

	Estimate of Probable Construction Cost	Estimated Design Fee
1 – Existing parking garage demolition	\$2,500,000	\$180,000
2 – New 400 space parking garage construction	\$19,000,000	\$1,900,000
3 – New 300-320 space parking garage construction	\$16,000,000	\$1,600,000
Total (400 space garage)	\$21,500,000	\$2,080,000
Total (300-320 space garage)	\$18,500,000	\$1,780,000

Comparing the estimated costs (\$3,500,000) for repairs and improvements of the existing Uptowner parking garage to the estimated costs (\$21,500,000) for a new parking garage structure, the repairs are less than 20% of the costs of a new structure. Even if the future (10-year and 20-year) maintenance estimates are factored in, the repairs are approximately 30% of the cost of a new structure. However, this comparison does not consider any 10 or 20-year maintenance on the new structure, nor is there any consideration for inflation in costs over the 10 or 20-year time period.

The existing parking garage requires extensive repairs and improvements and will require continued maintenance attention. While a new facility does not eliminate maintenance and repairs costs, the new structure would certainly reduce the magnitude of the annual costs for maintenance and repairs.

The decision by the City, and any private partners, as to whether the existing parking garage should be repaired or demolished and replaced with a new parking garage is both a financial decision, as well as a determination as to the number of parking spaces the City needs at this location. If 400 parking spaces are required, the existing facility cannot satisfy this requirement, and a new parking garage can be constructed to meet this need. If available funds are limited and a parking garage is still necessary at this location, the structural and safety repairs must be completed and some of the other upgrades can be addressed in phases as funds allow.

Appendix A

Uptowner Parking Garage Assessment for Parrish – July 23, 2020

July 23, 2020

Mr. James Parrish
Parrish Hotels
700 SW Jackson Street, Suite 200
Topeka, Kansas 66603

RE: Uptowner Parking Garage
SW 7th Street & SW Jackson Street
Topeka, Kansas
Project No. 20290.000

Dear Mr. Parrish:

At your request, Bartlett & West has performed visual observations and has sounded the parking deck of the Uptowner Parking Garage located at the corner of SW 7th Street and SW Jackson Street in Topeka, Kansas. The purpose of the study was to observe distress in the structure and determine possible causes of distress such that recommendations for repair could be made.

Site visits were made on June 2, 3, 5, 8 and 19, 2020. Our observations were limited to areas of accessibility. Our study is based on our visual observations, conversation with you, Mr. Steve Johnson and Mr. Shaun Harris, and our knowledge and experience with structures of this type of construction, age, and condition. A complete set of original construction documents were available for review. Also available for review were construction documents for a repair and renovation project.

The structure was constructed from construction documents prepared by Griest & Ekdahl and dated 1955. The structure contains nine parking levels plus a basement. This structure is concrete framed with joist/slab, beams and columns. The partial height first level walls on the east and south elevation are clad with brick as are the elevator and stair towers. The north elevation is infilled with concrete masonry units. The basement floor is concrete slab on grade and the structure is founded on concrete spread footings. Construction documents for the Repair and Renovation of the Uptowner Parking Garage were prepared by Ekdahl, Davis, Depew, Persson / Architects and dated 1981 with a revision date of 1982. This work was concrete and masonry repair, and the installation of a waterproof membrane system.

All nine levels of the parking garage were sounded by chain dragging to determine areas of deterioration and delaminated concrete. Areas of deterioration and delamination were marked with fluorescent paint and quantities measured such that an opinion of probable cost could be prepared. Deteriorated concrete was also observed on the joist and beam soffits, concrete walls, and concrete columns. Observations of the exterior of the structure were also made.

Results from sounding the parking decks indicated that approximately 9,150 s.f. of deteriorated or delaminated concrete is present (fig. 1). This represents about 9% of the parking surface. The levels showing the most deterioration were 7, 8, and 9. Approximately 410 s.f. of column (fig. 2) and wall (fig. 3) deterioration was noted. Overhead concrete deterioration of beam and joist soffits (fig. 4) was estimated at 400 s.f. On the 2/3 level original guardrails on top of the perimeter walls were removed such that a full height fence could be installed. The existing post were cut off flush with the top of the wall. The concrete in these areas is deteriorating (fig. 5).

The waterproof membrane installed in the 1982 repair project was not maintained and is worn out. Deterioration was also noted on the exterior of the structure. The first level wall and the stair and elevator tower are clad with brick. These walls contain cracked brick (fig. 6), open mortar joints (fig. 7) and spalled brick faces (fig. 8). Random area of spalled concrete was noted with the area shown in figure 9 being the worst. Sealant at masonry/concrete intersections, around door and window openings and around mechanical openings is all in failed condition (fig. 10). The doors on the north and central stair towers were found in poor condition (fig. 11). The north exterior wall has concrete spandrel beams with concrete masonry unit (CMU) infill. This wall has been coated in the past with an elastomeric coating which is now deteriorating.

All of the noted deterioration is in some form related to moisture infiltration. When moisture reaches reinforcing steel, it corrodes. The products of corrosion occupy up to six times the original volume of the steel. The forces from the expansion of the rust products cause the concrete to crack and spall off. With the presence of salt this process is accelerated. When moisture enters a building material through an open mortar joint or a crack, it becomes trapped. Trapped moisture will eventually freeze. Moisture expands as it freezes. Confined pressure from freezing water can reach nearly 15,000 psi. This causes cracks to get longer and wider, mortar joint to pop out and brick faces to spall. Repeated freeze-thaw cycles will eventually lead to substantial deterioration. In Topeka, we average 93 freeze-thaw days per winter season. All of the sealant in this structure is in a failed condition. The sealant has failed in loss of adhesion to the substrate, loss cohesion, loss elasticity and it is weathered. All result in moisture infiltration.



fig. 1



fig. 2



fig. 3



fig. 4

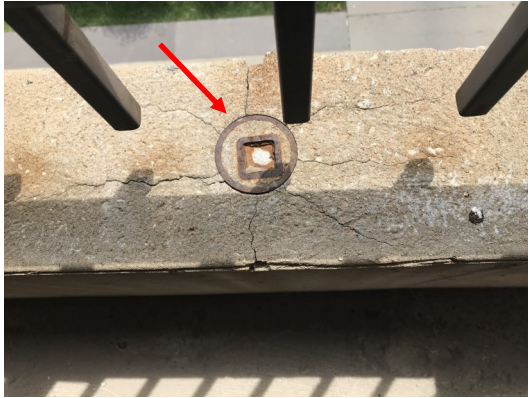


fig. 5



fig. 6



fig. 7



fig. 8



fig. 9



fig. 10



fig. 11

To return this structure to a serviceable condition the deteriorated concrete should be repaired, and the structure should be waterproofed. The concrete should be repaired by removing all unsound concrete with 15 pound, maximum, chipping hammer in a manner that reinforcing steel is not damaged. Where 1/3 of reinforcing steel is exposed the concrete shall be removed all around it 3/4" clear. Areas shall be prepared by cutting or chipping edge a minimum of 1/4" deep such that no feathered edges exist, adding reinforcing steel at engineer's direction, and sandblasting areas clean (reinforcing free of rust). Areas to be patched back with SikaQuick-1000 for 2" horizontal repair, Sikacrete-1000 for full depth horizontal repair and SikaQuick-VOH for vertical and overhead repair. Patching back with Shotcrete is also acceptable. Areas to be patched back with shotcrete shall be with Spec Mix Dry Process Shotcrete with minimum 7 day strength of 5000 psi and 28 day compressive strength of 6000 psi. Mix shall contain polyester fibers of random length. To protect the parking deck from future salt and moisture infiltration we recommend installing a waterproofing traffic membrane system. After the concrete has been repaired a new membrane should be applied. The parking deck shall be primed with Sikalastic Primer. A base coat of Sikalastic-720 Base shall be applied. The parking areas shall receive a topcoat of Sikalastic-745AL. The drive lanes shall receive an intermediate coat and top coat of Sikalastic-745AL. The ramps from the 1st level to the 2nd level and to the basement shall receive Sikalastic 22 Lo-Mod Hybrid Traffic System with Black Beauty aggregate. The traffic coating system will be required to be provided with a five year joint and several warranty. It is very important that this work, concrete repair and membrane application, be done by a contractor that specializes in this type of work, if not the work will have a short life span.

The exterior walls require repair and waterproofing to prevent further deterioration. The concrete should be repaired by method described above using SikaQuick-VOH patch material. All cracked brick and brick with spalled faces shall be removed and replaced with matching brick. All cracked and open mortar joints shall be properly prepared for repointing and repointed in 3 lifts of Type N mortar mix in color to match existing. All existing sealant shall be removed and replaced with Sikasil WS-295 sealant. Prepare substrate per manufactures recommendation. Use closed cell backer rod to control depth. The north wall shall be waterproofed by installing new elastomeric coating. Wall shall be prepped as per manufactures recommendations and two coats of Sherwin Williams CF11W0051-Conflex XL Smooth elastomeric coating applied. The west wall of the north stair tower at the top the brick is in very poor condition with most of the brick having spalled faces. This occurs at the top 5'-6 of the wall. This area should be repaired by removing all loose faces of the brick and applying gunite to the surface. The area shall then be coated with elastomeric coating as described above. The source of moisture infiltration from the top of the wall has been eliminated with a recent installation of a new roof. Just below this area is a concrete spandrel beam with a spalled face approximately 2'-6 x 3'-4 as shown figure 9. This spall poses as life safety hazard. This area should be barricaded a distance of 20'-0 minimum all around. It is very important that all of this

work be done by a qualified professional waterproofer. This is specialty work and if not done properly the repairs will be short lived.

A breakdown of our opinion of probable cost for this repair project is as follows:

For budget purposes the construction is broken down into three phase. Phase 1 is the repair and restoration of levels 8 and 9. Phase 2 is the repair and restoration of levels 5, 6 and 7 and the waterproofing of the exterior walls. Phase 3 is the repair and restoration of the basement, levels 1, 2, 3 and 4. Budget items for this work include

- Mobilization, general conditions and permit
- Full depth/Partial depth concrete restoration
- Vertical wall, column, and beam concrete restoration
- Joist concrete restoration
- Shoring allowance
- Reinforcing steel allowance
- Traffic coating
- Traffic striping
- Paint perimeter rails
- Replace door and frames
- Drain allowance
- Pipe sleeve concrete patching
- Concrete repair exterior walls
- Brick replacement exterior walls
- Repoint exterior walls
- Guniting exterior walls
- Elastomeric coating exterior walls
- Sealant replacement exterior walls
- Construction allowance
- Kansas Remodel Tax
- Consulting fee for preparation of construction documents and construction administration services

Phase 1:	\$601,000.00
Phase 2:	\$685,000.00
Phase 3:	\$897,000.00
Consulting Fee:	\$218,000.00
Total:	<u>\$2,401,000.00</u>

These costs are intended for budget purposes only. Actual cost would be determined when it is decided to proceed with work.

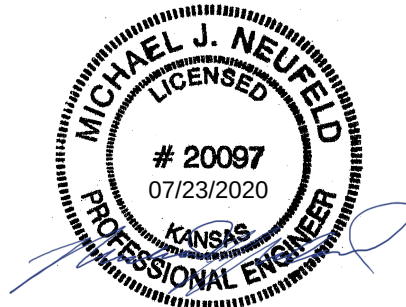
With these repairs and waterproofing completed and a good maintenance plan initiated, this structure should provide many more years of satisfactory service.

We would like to thank you, Mr. Shaun Harris and Mr. Steve Johnson for all your help in expediting our study. Please do not hesitate to contact us if you have any questions or if we can be of further service to you on this matter.

Respectfully submitted,
BARTLETT & WEST, INC.



Shawn McGarity
Lead Project Engineer



Michael Neufeld
Project Manager

Cc: Mr. Steve Johnson

Appendix B

Uptowner Parking Garage Assessment

Photos – November 2, 2021



Deteriorating concrete
and reinforcing steel
joint stem



Spalled face of concrete wall



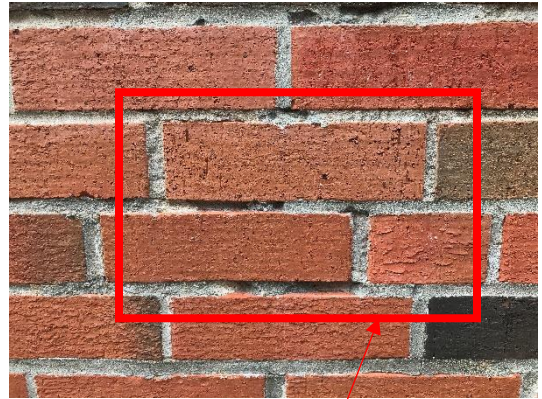
Debris on floor falling
deteriorated concrete
area above



Spalled concrete slab



Failed sealant



Open mortar joints
require repointing



Spalled face of concrete
spandrel beam

Area of spalled
brick faces



Spalled face of concrete spandrel beam.
Spall should be removed for safety concerns



Spalled face of concrete
spandrel beam



Moisture stains on the inside face of
wall of failed elastomeric coating

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

**Name of
Committee:**

Public Infrastructure

Title:

Uptowner Parking Garage

**Date referred
from Council
meeting:**

**Date referred
from
Committee:**

August 16, 2022

**Committee
Action:**

MOTION: To authorize Staff to spend up to \$600,000 to perform the life safety upgrades, including lighting, to the Governing Body with a recommendation for approval. Motion made by Committee member Dobler and seconded by Committee member Lesser. Approved 3-0-0.

Comments:

Following the vote, Committee member Lesser added that he wanted assurance that Staff could validate the scope of the work prior to it occurring, with regard to how it might impact other pieces of the garage work that will need to be addressed in the future. Deputy Director Uhlrig confirmed that Staff will validate the scope of the work with the design and build teams prior to work occurring.

Amendments:

**Members of
Committee:**

Councilmembers Tony Emerson (Chair), Neil Dobler, and Michael Lesser.

**Agenda Date
Requested:**

September 6, 2022



CITY OF TOPEKA

CITY COUNCIL COMMITTEE MEETING MINUTES

PUBLIC WORKS INFRASTRUCTURE SPECIAL COMMITTEE

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: 785-368-3710
Fax: 785-368-3958
www.topeka.org

Date: August 16, 2022

Time: 11:00 a.m.

Location: 1st Floor Conference Room; Cyrus K. Holliday Bldg 620 SE Madison (*virtual attendance option also available*)

Committee members present: Council members Tony Emerson (Chair), Neil Dobler, Michael Lesser

City staff present: Interim City Manager Bill Cochran, Utilities Director/Interim Public Works Director Braxton Copley; Public Works: Hannah Uhlrig, Jason Tryon, Mark Schreiner, Planning: Director Bill Fiander, Finance: Deputy Director Rachelle Mathews, Josh McAnarney Legal: Deputy City Attorney Mary Feighny; Communications: Director Gretchen Spiker; Mayor Michael Padilla

Call to Order

Chairman Tony Emerson called the meeting to order at 11:00am.

Approval of June 27, 2022 Meeting Minutes

Committee member Dobler made a motion to approve the minutes. Committee member Lesser seconded the motion. Minutes approved 3:0.

Discussion: Uptowner Parking Garage

Interim City Manager Bill Cochran introduced the item and stated that after speaking to the architect and staff, he would like to suggest a recommendation for the Committee to approve and move to the Governing Body approval to approve upwards of \$400,000 to address the immediate life safety issues of that parking garage. With that, the City should be able to keep the parking garage open until the Governing Body makes a decision for the future of that garage structure as a whole.

Committee member Dobler asked if City Manger could review what the \$400,000 would cover. Interim Public Works Director Braxton Copley provided the information. Items included in the cost were:

- Fire protection sprinkler hose standpipes
- Ventilation system in the basement
- Fire alarm system and other miscellaneous electrical system upgrades

Director Copley reminded that the report came out in 2021, at that time, the estimated cost was \$360,000. The current proposal is seeking \$400,000 to account

for the 10% cost of construction. Director Copley suggested the Committee consider adding an additional 15%-20% to the \$400K to provide a buffer for the cost of inflation.

Committee member Lesser suggested changing the amount to state “up to \$500,000” for the life safety upgrades listed on page four of the Bartlett & West 2021 study.

Chairman Emerson stated he felt lighting improvements would also fall under a safety aspect that should be included as well. City Manager Cochran agreed and felt some of the lighting could be upgraded within the scope of the other requested work.

Committee member Lesser inquired what hose stand pipes were. Director Copley stated it was a pipe that was vertical that would allow water to come out in addition to the standard ceiling sprinkler heads to aid in fire protection.

Committee member Lesser inquired about the current sprinkler system. Deputy Director Hannah Uhrig stated upgrades were needed to address the current sprinkler system, as it had not been properly checked or maintained over the years. A sprinkler system is particularly important for this garage as it has an underground piece which creates an additional hazard.

Committee member Lesser inquired if any of the listed life safety items would have to later be removed to accomplish some of the other things that would be necessary for future upgrades? Deputy Director Uhrig stated she did not believe that to be the case, but that she would complete a site review to confirm.

Deputy Director Uhrig noted that the largest safety concern for changing the lights would be from the actual changes in different lighting intensity. She explained that the change in how pupils dilate when transitioning from natural lighting to garage lighting and from garage to natural, is what causes the greatest risk to drivers and pedestrians within garages. She cautioned to change out all of the sections throughout the garage to avoid causing unintentional issues. This would likely be closer to the \$100,000 mark to upgrade these fixtures to LED. Director Copley referenced page 22 of the study and stated the estimate for the LED light fixtures in the parking garage office waiting area and toilets was between \$100K-\$130K, with design costs being an additional \$12K-\$16K. He suggested those estimates would provide some guidance as to what the actual cost would be for making those upgrades.

Chairman Emerson referenced the changes Evergy made to their parking garage with the lighting, and that the upgrades made a noticeable change to the feel of the garage with regard to personal safety, as well as being more energy efficient. He inquired if the City maintains the current lighting? Deputy Director Uhrig stated the City did not currently maintain that in the Uptowner Garage, but does for the

other parking garages. Chairman Emerson then asked if the City pays the energy bill for the Uptowner Garage? Deputy Director Uhrig stated the City is not currently paying for electric currently within the Uptowner. The Lessee is.

Committee member Dobler stated he would be supportive of increasing to \$600,000 as long as Staff could be sure the process would only need to be done one time and not torn out later.

MOTION: To authorize Staff to spend up to \$600,000 to perform the life safety upgrades, including lighting, to the Governing Body with a recommendation for approval. Motion made by Committee member Dobler and seconded by Committee member Lesser. Approved 3-0-0. Committee member Lesser added that he wanted assurance that Staff could validate the work prior to it occurring with regard to how it might impact other pieces of the garage work that will need to be addressed in the future. Deputy Director Uhrig confirmed that Staff will validate the scope of the work with the design and build teams prior to work being done.

Committee member Lesser inquired if there were any Code or Ordinance law issues with the garage that would need to be addressed, particularly in the electrical and lighting scope, before proceeding? Director Copley confirmed that the proposed projects listed in the major life safety suite correspond with bringing the garage up to fire, electrical and mechanical code standards. Director Copley added that he also understood the concern of the committee and was on the same page.

Chairman Emerson inquired when this item would go before the Governing Body. City Manager Cochran stated it was possible it could go on the September 6th meeting.

Other Items

City Manager requested that the PI Committee move forward with the Townsite Parking Garage conversation to decide whether to sell this asset off or maintain it. This parking garage was removed from the original parking conversation that had occurred several months back, with a request to address Townsite separately. There has been \$1.2M has been approved for Capital Repairs, at that parking garage and it has not yet been spent. Following the completion of a study, City Manager Cochran stated the next step was for the Governing Body to assist with direction to Staff on what should be done. There is a Right of First Refusal by the interested party of that garage. They have made a monetary offer for that garage. Staff feels that the Townsite Parking Garage generates revenue and should be kept in the inventory. He felt the conversation should be had at the full Governing Body level, since the garage was removed out of the CIP conversation. City Manager Cochran requested that the Committee make a motion to move forward with presenting the Townsite Parking Garage conversation to the Governing Body as a discussion item.

Committee member Dobler inquired about the ownership structure for the garage. Division Director Jason Tryon stated the City owns the garage. The garage and buildings above were built at the same time, with the ownership structure being that the City would own the garage and the real estate developer would own the structure above the garage. Committee member Dobler inquired if the Right of First Refusal was referencing that the current owner of the building above the garage would have the right to buy it, if the City chose to sell it? City Manager Cochran stated he would have the City Attorney's office review that information to confirm. It is his understanding that the City has a lease on the garage, and does not actually own it. Division Director Tryon stated that the understanding he had from the City's legal team was that the City could sell it, however the current building owner would have the right to make a reasonable offer at any time, if the City chose to sell it. He continued to say there are provisions stating the owner of the building above could match or make an offer if the City chose to sell. Deputy Director Uhlrig stated there were also additional provisions that stipulate a committee would be created to help assess a fair market value and some of the other pieces that were written into that original agreement. The current owner of the building has the first right of refusal. Deputy Director Uhlrig stated Staff would have to meet with Legal to confirm exactly where the bounds are, in terms of how we describe it, and repeated that the City could sell the asset as long as proper procedure is followed.

Deputy City Attorney Mary Feighny stated that the City does not own the underlying property where the garage sits. Townsite Plaza Development Inc. is the fee owner. The City only has an easement to operate the garage. If the City wanted to lease the garage or retain somebody to manage it, Townsite has the first right to do so. If the City does not use the property as a garage, Townsite has the right to assume operations and control of the garage and pay the revenues to the City. If the City decides to stop operating the garage, Townsite has the option to purchase it for fair market value. If the City and Townsite are not able to agree on the price of fair market value, then a board of three real estate appraisers will be formed to decide that price.

Committee member Dobler sought clarification as to whether or not the City owns the parking garage structure. Deputy City Attorney Feighny confirmed the parking garage was part of what was considered to be the "easement".

City Manager Cochran restated that Staff was seeking direction from the Committee as to if they would like to see this conversation move forward to the Governing Body. The conversation with the Governing Body would be to seek direction as to whether to keep the garage in the current inventory or to move forward with reviewing options for removing it from the inventory. He noted that additional information would be shared with all of the Governing Body members, but felt that the focus on parking was approaching again, and that the RFP for third-party management closes at the end of August. Townsite was broken out separately several months back as an independent conversation, and he did not want to lose sight of it.

Committee member Lesser stated he felt the conversation related to Townsite needed to move forward way or another. That the City needed to decide whether to move forward and make repairs to the garage because of the condition of it, and because of the safety concerns of the garage, or to sell the garage.

MOTION: To request Interim City Manager Cochran to add the Townsite Parking Garage as a discussion item to the Governing Body agenda, to include information on both the cost of keeping it in the City's inventory and complete the necessary repairs, and a proposed range for what could be expected for fair market value. Committee member Lesser made the motion. Committee member Dobler seconded. Motion approved 3-0-0.

City Manager Cochran clarified that the vertical parking garage was separate and was not asked to be considered in this discussion. It would only include the underground parking garage.

Committee member Lesser stated he was unable to attend a public meeting to discuss the Danbury project, he asked if Director Copley was able to attend? Director Copley confirmed that he was. He stated he felt it went well overall. Staff was present for about an hour and were able to answer all of the questions asked. The first question that came up referenced the numerous pot holes where the AB3 material was used. This is temporary filling for duration of waterline project. The contractor is trying to go by once or twice weekly to ensure the temporary AB3 filling is in place. Director Copley stated he had encouraged participants to call the 785-368-3111 number if they need to identify a pothole that should be addressed. The contractor has also been directed to come back in with a four-inch temporary concrete cap on all of the areas, knowing that the project will have to be winterized this season and the real street work started in the spring of 2023. The temporary capping process is expected to begin within the week or following week. This process will take a bit of time, as to avoid having to do a full road closure. Additionally, Director Copley stated Staff explained that the stormwater work for this project would begin in September and will go until early November. The vast majority of the work will be the removal and replacement of the concrete and will last the entire construction season of 2023. It was explained that the project will be split into two halves to allow for one lane of traffic to remain open at all times. Access roads will be provided for residents. There will be a one-way on Yorkshire and Danbury all around the circle. Once the first half of the construction is complete, the access road will then be changed to be a one-way the other direction. He noted that another public meeting will be held in the early Spring of 2023, prior to starting as a refresh on the scope of the work. Details that would be important for Staff to know from residents would be if a resident was handicapped. If so, access to the driveway could be accommodated for. The expectation would otherwise be for able-bodied people to park in the street and walk in during the period of time when their drive approach was being removed/replaced. Driveway approaches will be completed last. Following the street repairs the curbing,

guttering pavement first followed by the drive approaches. Staff will walk through the timing on that with residents. This process typically takes 20 days from start to finish once begun.

Committee member Lesser noted that Director Copley had been very complimentary of his staff since he has taken over the additional duties as the Interim Public Works Director, he also felt Director Copley had been doing a great job himself in the role.

Committee member Dobler stated he would like to request having a review of the City's current process for development opportunities and how they are handled, for the September committee meeting agenda. The goal would be to understand the obstacles and possibly come to a better understanding of how to streamline some of the concerns that had come up. Some details to include for the discussion would be some background from Staff regarding what the process looks like currently, and to invite the private sector developer community to the table as well to see if a resolution could be made.

City Manager Cochran thanked staff for their quick work with addressing the street closure for the 45th street project. They were able to get the work completed quickly.

Adjourn

Chairman Emerson adjourned the meeting at 11:35am.

This meeting can be viewed online at: <https://youtu.be/smrYGLib1wg>



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE:	October 11, 2022	
CONTACT PERSON:	Steve Wade, City Manager	DOCUMENT #:
SECOND PARTY/SUBJECT:	2022 Redistricting Commission Report	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 002 Administration	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the recommendations of the City of Topeka 2022 Redistricting Commission concerning council district boundaries.

(Recommendations of the Redistricting Commission revising Council district boundaries as a result of the 2020 census).

VOTING REQUIREMENTS:

Discussion only. When the ordinance is considered, action requires five (5) votes of the City Council. The Mayor does not vote.

POLICY ISSUE:

Whether to adopt the Redistricting Commission's recommendation for revising Council district boundaries necessitated by the 2020 census.

STAFF RECOMMENDATION:

Discussion only. When the ordinance is considered, Staff recommends the City Council move to approve the ordinance. The Mayor does not vote.

BACKGROUND:

TMC A2-23 requires a review and adjustment of Council districts every 10 years following the federal census. A recommendation is made by a Redistricting Commission consisting of nine individuals selected by each Council member. The Commission is obligated to provide its recommendation before September 30, 2022. The Governing Body may adopt the recommendation, reject in whole or in part the recommendation and reestablish

the boundaries of each district as the Governing Body decides in accordance with the requirements imposed by TMC A2-23 by December 31, 2022.

The 2022 Redistricting Commission conducted four (4) meetings in total, including a public hearing on August 18, 2022. Commission meeting agenda packets, videos and minutes along with all maps proposals considered are posted online at <https://www.topeka.org/citycouncil/redistricting-commission/>.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Commission Report

Plan A (Map)

Ordinance

Summary of Emails Received (September 1, 2022 Meeting)

Summary of Emails Received (August 18, 2022 Public Hearing)



CITY OF TOPEKA

2022 City of Topeka Redistricting Commission Report and Recommendation

Pursuant to Topeka Municipal Code Section (TMC) A2-23 and 2.205.020, the Commission offers to the Governing Body its recommendation for revisions to the Council district boundaries necessitated by the 2020 Census.

Commission Members were appointed by each of the nine Council district members.

2022 Commission Members

District 1:	Jessica Porter
District 2:	Laura Pederzani
District 3:	Teresa Leslie-Canty
District 4:	John Nave
District 5:	Marcus Clark
District 6:	Vicki Arnett
District 7:	Jeff Wagaman
District 8:	Bill Hill
District 9:	Michelle Hoferer

Meetings:

Meetings were held on August 4, 11, 18 and September 1, 2022. The public hearing required by TMC 2.205.020 was held on August 18 although public comment was encouraged and considered throughout the process. Commissioner Hoferer was elected to serve as chairperson. City staff members included Brenda Younger, City Clerk; Mary Feighny, Deputy City Attorney; Tom Vogue, Technical Support Group GIS Analyst; Dan Warner, Division Director of Planning & Development; Gretchen Spiker, Communications Director and LaToya Burnett, Senior Community Engagement Coordinator.

Agendas, minutes, meeting videos and maps were available on the City's website at:

<https://www.topeka.org/citycouncil/redistricting-commission/>

Redistricting Requirements:

The requirements for reestablishing Council districts are set out in TMC A2-23. Those requirements include:

1. Each district must hold a population which, to the greatest extent feasible, is equal to 1/9 of the City's population, but not greater or less than 1/9 of the City's population by more than 2.5% based on the 2020 census.
2. Each district must be reasonably compact and avoid, when possible, noncontiguous zones or any unusually exaggerated extension of district lines.
3. Each district must follow election precinct lines as established by the election commissioner and be described in terms of wards and precincts contained in each district.
4. Party affiliation of registered voters cannot be considered.
5. Each district shall maintain, as much as possible, the integrity of broadly cohesive areas of interest.
6. Changes that result in a council member residing outside of the council member's district should be avoided.

Based upon the 2020 Census, each Council district is required to have 14,064 individuals, with an allowance of 352 more or less. [Acceptable range: 13,712 to 14,416]. Of the nine Council districts, Districts 1 and 2 lost population. Districts 8 and 9 exceeded the upper range of population. As required by TMC A2-23, the changes required moving wards/precincts.

At the August 4 meeting, Mr. Vogue provided a map of the current population identifying ward/precinct numbers and the number of people in each ward/precinct. He also provided two maps – Plan A and Plan B – which depicted the movement of wards/precincts so that the population numbers met the parameters of the ordinance. Plan A had five changes; Plan B had eight changes.

At the August 11 meeting, Commissioner Arnett proposed a map that took into account the 21 Neighborhood Improvement Associations (NIAs) – Plan C. Plan C had 50 changes, the goal, as expressed by Commissioner Arnett, being to increase the number of Council districts with NIAs. Currently, six districts have NIAs: Districts 1-6.

Public Input:

In addition to the information available on the website, Commissioner Pederzani contacted each NIA to urge members to attend the public hearing or email the City Clerk with comments. By the time the public hearing occurred on August 18, the City Clerk had received 23 emails from people in Districts 2, 3, 4 and 6 supporting Plan A.

At the public hearing, six people commented on the three maps. Three Oakland residents spoke in favor of Plan A because the plan reunites Oakland by moving Ward 2/Precinct 4 from District 3 to District 2. Rhiannon Friedman, Downtown Topeka, Inc. President, voiced objection to any plan that would remove all or a part of the downtown area from District 1.

After the public hearing, Commissioners Porter and Arnett indicated that each would offer a proposed plan - Plan D and Plan E, respectively.

- Plan D would affect the Hi-Crest neighborhood by moving Ward 6/Precinct 1 from District 3 to District 4, and moving Ward 4/Precinct 8 from District 4 to District 3.
- Plan E would keep Ward 9/Precinct 1 in District 6 rather than moving it to District 3.

Both plans were placed on the Commission's website for public comment. In-person public comment was available at the last meeting of the Commission on September 1. However, no one took advantage of this opportunity.

Adoption of Plan A:

At the September 1 meeting, Plans A, B, C, D and E were considered. However, after consultation with members of the public, the proponents of Plans C and E, proposed by Commissioner Arnett; and Plan D, proposed by Commissioner Porter, requested that those Plans be withdrawn, to which the Commission acceded. As such, the remaining Plans were Plan A and Plan B. The Commission, noting concerns expressed by members of the public with moving downtown from District 1 to District 2, voted unanimously for Plan A.

Plan A would make no changes to Districts 4, 5 and 7. Districts 1, 2, 3, 6, 8 and 9 are changed, as follows:

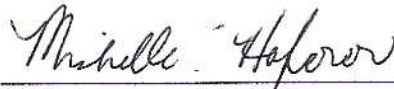
- District 1:** Acquires Ward 7/Precinct 4 from District 9 (820 electors)
- District 2:** Acquires Ward 2/Precinct 4 from District 3 (668 electors)
- District 3:** Acquires Ward 9/Precinct 1 from District 6 (221 electors)
Loses Ward 2/Precinct 4 to District 2 (668 electors)
- District 6:** Acquires Ward 7/Precinct 9 from District 9 (569 electors)
Loses Ward 9/Precinct 1 to District 3 (221 electors)
- District 8:** Loses Ward 12/Precinct 31 to District 9 (605 electors)
- District 9:** Acquires Ward 12/Precinct 31 from District 8 (605 electors)
Loses Ward 7/Precinct 4 to District 1 (820 electors)
Loses Ward 7/Precinct 9 to District 6 (569 electors)

Conclusion:

The Commission noted that the redistricting process is difficult because of the charter ordinance requirement that redistricting follow ward/precinct lines. The Election Commissioner has exclusive power in establishing precinct size and ward/precinct boundaries. Notwithstanding this fact, several Kansas cities use ward/precinct lines in their redistricting process (Olathe, Overland Park, and Wichita).

The members of the Redistricting Commission would like to express their gratitude to the City Council for allowing them the opportunity to serve the community and City staff for their research and facilitation of public engagement.

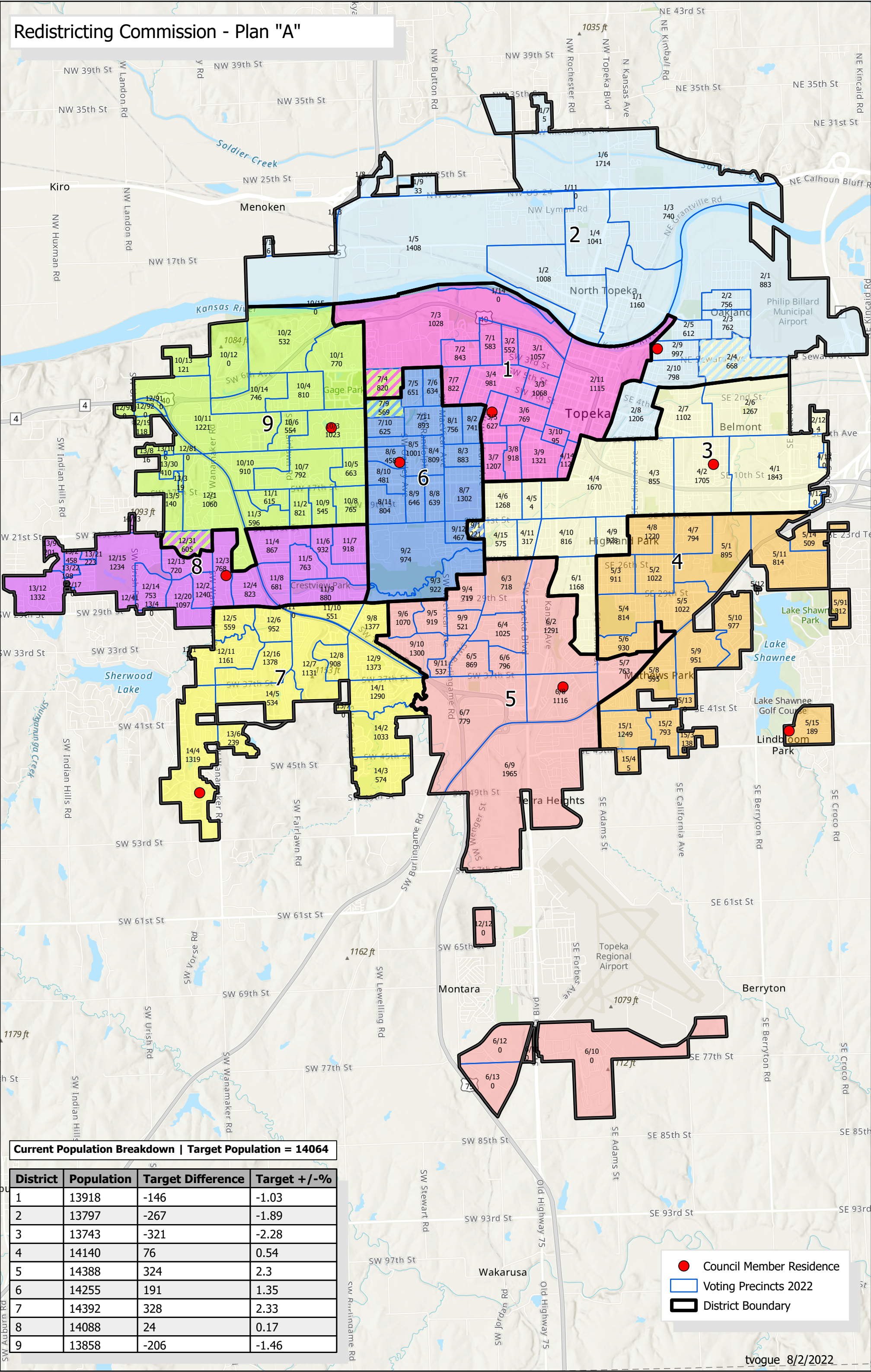
The Governing Body must adopt an ordinance establishing the Council district boundaries before December 31, 2022. Commission members will be present during those meetings to answer questions or address concerns. Ultimately, it is the decision of the Governing Body to establish Council boundaries.



Michelle Hoferer, Chairperson

Date: 9/22/2022

Redistricting Commission - Plan "A"



Current Population Breakdown | Target Population = 14064

District	Population	Target Difference	Target +/- %
1	13918	-146	-1.03
2	13797	-267	-1.89
3	13743	-321	-2.28
4	14140	76	0.54
5	14388	324	2.3
6	14255	191	1.35
7	14392	328	2.33
8	14088	24	0.17
9	13858	-206	-1.46

- Council Member Residence
- Voting Precincts 2022
- District Boundary

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Stephen Wade, concerning council districts, amending § 2.15.090 of the Topeka Municipal Code and repealing original section.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That section 2.15.090, Council districts, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Council districts.

The districts from which the City of Topeka Councilmembers shall be nominated shall be based on the ward and precinct descriptions as follows, effective January 1, ~~2013~~ 2023:

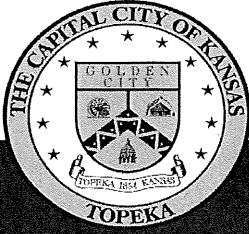
District Number	Ward	Precinct
1	2	11
	3	1, 2, 3, 4, 5, 6, 7, 8, 9, 10
	4	14
	7	1, 2, 3, <u>4</u> , 7
2	1	1, 2, 3, 4, 5, 6, 7, 8
	2	1, 2, 3, <u>4</u> , 5, 8, 9, 10
3	2	4 , 6, 7
	4	1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 15
	6 <u>9</u>	1 <u>1</u>
4	4	7, 8
	5	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 91
	15	1, 2, 3, 4

District Number	Ward	Precinct
5	5	7
	6	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
	9	4, 5, 6, 9, 10, 11
	12	12
6	7	5, 6, <u>9</u> , 10, 11
	8	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
	9	1 , 2, 3, 12
7	9	8
	11	10
	12	5, 6, 7, 8, 9, 11, 16
	13	1, 6, 7
	14	1, 2, 3, 4, 5
8	11	4, 5, 6, 7, 8, 9
	12	2, 3, 4, 13, 14, 15, 20, 31 , 41
	13	2, 4, 9, 12, 13, 21, 22
9	7	4, 9
	10	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
	11	1, 2, 3
	12	1, 19, <u>31</u> , 81, 91, 92, 93
	13	3, 5, 8, 30

Section 2. That original § 2.15.090 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 4. This ordinance shall supersede all ordinances, resolutions or rules,



CITY OF TOPEKA

2022 REDISTRICTING COMMISSION September 1, 2022 Meeting

Email Summary of Public Input

NAME	PLAN	EMAIL	DISTRICT
26. Williams Naeger (<i>See Comments</i>)		williamnaeger@gmail.com	
27. Jill Rice (<i>See Comments</i>)		jrice@fellowshiQhicrest.com	
28. Jay Rice (<i>See Comments</i>)		jay@senttoQeka.com	
29. Nellie Hogan (<i>See Comments</i>)		FostermomOO@aol.com	
30. Betty Phillips (<i>See Comments</i>)		betty@netwo rkQ us.net	
31. Sara LaClair (<i>See Comments</i>)		Saralocum197S@gmail.com	5

The above emails were received between the dates of August 20 and August 30, 2022

Brenda Younger

From: William Naeger <willamnaeger@gmail.com>
Sent: Saturday, August 20, 2022 11:10 AM
To: City Clerk
Subject: Public Input for Redistricting Commission



This message needs your attention

- You've never replied to this person.
- This is a personal email address.

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Good morning,

I intended to speak at this week's meeting, but was unable to make it. In general, I have been very pleased with the Commission's work and discussions.

Many communities have grown accustomed to the current layout of districts. Even if the lines now are flawed. It is my belief that for the most part, significant changes in the districts should be avoided to retain connections within districts that have grown over the years. Of course the chance to rectify issues is great, but it may be appropriate for shifts of neighborhoods to be the exception not the rule.

I am a downtown resident and hope that downtown will not be transferred to District 2. While there are similar needs, experiences, and opinions in Districts 1 and 2, Downtown is separated from the rest of District 2. The Kansas River, I-70, and the railroad tracks all create a deep physical divide between Downtown and District 2. Downtown already isn't considered by many as a residential space and is not very integrated into other neighborhoods. It is my hope that wherever the lines are drawn, a single precinct is not quite literally "on the other side of the tracks" from the rest of their district.

I am very happy to see the work towards reunifying Oakland. Surely Oakland qualifies as a community of interest and would be well suited to being in a single district. That specific change - and other similar opportunities that the Commission may find - would be greatly appreciated.

Thank you for stepping up to work on this Commission.
William Naeger

Brenda Younger

From: Brenda Younger
Sent: Monday, August 22, 2022 2:38 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: FW: Redistricting Public Comment

Commissioners,

As requested, I am forwarding this email.

Thanks.

From: Jill Rice <jrice@fellowshipicrest.com>
Sent: Monday, August 22, 2022 1:36 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistricting Public Comment

Hi,

My name is Jill Rice. I am the President of the Hi-Crest NIA. I want to submit my public comment concerning the City Council Redistricting.

The proposal on August 18th to make a Map D is something I cannot support.

I am not in favor of removing District 3 from the Hi-Crest NIA. Councilwoman Ortiz that represents this District has been a fair, reasonable, and strong advocate for our neighborhood over the years. Losing her voice for our neighborhood would come at a great loss to our community. I cannot communicate strongly enough that I do not want to see this happen.

I cannot support any of the existing maps. My main concerns are listed below.

1. In the existing map, Districts 3 & 4 are closest to the target population but see unnecessary changes in the proposed maps.
2. Map B - Districts 1 & 2 are far off target in the existing maps. It makes no sense that sections 2/11 would be taken away from District 1 to give to 2 other than it is the Downtown Topeka precinct. This is more about a power shift than population shift. If it was necessary to take a precinct from District 1 to move to District 2, why not the 7/3 precinct? They are similar in population.

It seems that reductions need to focus on Districts 9, 8, 7, and 5.

Again, to be clear, I do not support any of the proposed maps in with their existing changes.

Thank you for your time and consideration.

--
Jill Rice

Director of Ministries
Office:(785) 431-0404
Mobile: (785) 422-8408
jrice@fellowshipicrest.com

Fellowship Hi-Crest
455 SE Golf Park Blvd., Topeka, KS 66605

Brenda Younger

From: Brenda Younger
Sent: Friday, August 26, 2022 5:24 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: FW: City of Topeka Redistricting.

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Brenda Younger <BYounger@Topeka.org>
Sent: Tuesday, August 23, 2022 10:01 AM
To: Bill Hill <brhill2002@hotmail.com>; Jeff Wagaman <jeff.topeka@yahoo.com>; Jessica Porter <jp4410@icloud.com>; John Nave <jnave@swbell.net>; Laura Pederzani <lauraliz1224@gmail.com>; Marcus Clark (marcusclarkcampaign@gmail.com) <marcusclarkcampaign@gmail.com>; Mary Feighny <mfeighny@Topeka.org>; Michelle Hoferer <mahoferer@gmail.com>; Teresa Leslie-Canty <teresa.leslie-canty@washburn.edu>; Vicki Arnett <vickiarnett@sbcglobal.net>
Cc: Mary Feighny <mfeighny@Topeka.org>; City Clerk <cclerk@Topeka.org>
Subject: FW: City of Topeka Redistricting.

Good Morning,

I will forward your email to the Redistricting Commission.

Thank you.

From: Jay Rice <jay@sentopeka.com>
Sent: Monday, August 22, 2022 2:55 PM
To: City Clerk <cclerk@Topeka.org>
Subject: City of Topeka Redistricting.

I cannot support any of the existing maps.

My main concerns are listed below.

1. In the existing map, Districts 3 & 4 are closest to the target population but see unnecessary changes in the proposed maps.
2. Map B - Districts 1 & 2 are far off target in the existing maps. It makes no sense that sections 2/11 would be taken away from District 1 to give to 2 other than it is the Downtown Topeka precinct. This is more about a power shift than population shift. If it was necessary to take a precinct from District 1 to move to District 2, why not the 7/3 precinct? They are similar in population.

Again, to be clear, I do not support any of the proposed maps with their existing changes.

--

Have a wonderful day,

Jay Dee Rice

Construction Foreman, SENT
455 SE Golf Park Blvd, Topeka, KS 66605
785-430-7762 Cell

Strengthening and Equipping Neighborhoods Together

www.SENTtopeka.com

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 23, 2022 2:59 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: City Clerk; Mary Feighny
Subject: FW: Council redistrictijg

Commissioners,

As requested, I am forwarding this email.

Thank you.

-----Original Message-----

From: Nellie Hogan <fostermom00@aol.com>
Sent: Tuesday, August 23, 2022 2:48 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Council redistrictijg

Hello,

My name is Nellie Hogan and I am Secretary/Treasurer of the HiCrest NIA. I wish to enter my comments in public comments regarding City Council Redistricting.

I am not in favor of removing District 3 from the HiCrest area, mainly because Councilwoman Sylvia Ortiz who represents District 3 has been a voice for our area and a staunch supporter of our neighborhood. If you take her away from this area we will not have decent representation. We really don't want that to happen.

Looking at the existing maps proposed, it seems some more thought needs to go into any shifting. HiCrest has had our number of problems, don't fiddle with shifting us into a less representation situation.

Thank you for your consideration of this matter.

Nellie Hogan

Sent from my iPad

Brenda Younger

From: Brenda Younger
Sent: Thursday, September 1, 2022 11:35 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: FW: City of Topeka Redistricting - September 1

Commissioners,

As requested, I am forwarding this email.

Thanks.

From: Betty@ <networksplus.net betty@networksplus.net>

Sent: Thursday, August 25, 2022 5:21 PM

To: City Council <Council@Topeka.org>; Mayor <Mayor@topeka.org>; City Clerk <cclerk@Topeka.org>; Tomari Quinn <tomari.quinn@cjonline.com>; City Manager <citymanager@topeka.org>

Cc: Jonathan Sublet <jsublet@fellowshipicrest.com>; Nikki Ramirez-Jennings <nikki@sentopeka.com>; Jay Rice <jay@sentopeka.com>; Tricia Sublet <tricia@sentopeka.com>; Nellie Hogan <fostermom00@aol.com>; Joe Ledbetter <joe_ledbetter@yahoo.com>; Sara LaClair <saraslocum1975@gmail.com>; Sylvia Ortiz <sortiz@Topeka.org>; Tony Emerson <temerson@topeka.org>; David Holl <dvdholl@yahoo.com>; David Holl <dvdholl52@gmail.com>; Cassie VonBon <cassandra.vonbon@gmail.com>; Daphne Lauber [Fellowship Hi-Crest] <daphnelauber@gmail.com>; Sharon Decker <deckersharongma@gmail.com>; Tricia McCourt <tdmccourt@gmail.com>; maleeretana94@gmail.com; macaylapittman@yahoo.com; barteremily248@gmail.com; ronreese923@gmail.com; mcooper36656@yahoo.com; jacobstormfisher@gmail.com; timothybarton19921980@gmail.com; jessicawhetstore026@gmail.com; Neshal Watson <wneshal@gmail.com>; Ashley Rhodes <ashleyrhodes1996@gmail.com>; Daniel Rich <danielrich80@gmail.com>; Vickie Smith <vickie@sentopeka.com>; corybarber71@gmail.com; gramabev63@gmail.com; Bailey Butler <dearbailey@hotmail.com>; austenn@sbcglobal.net; rashawnirons430@gmail.com; Hsprew@sbcglobal.net; sarahlhopkins2021@gmail.com; Trejorq@icloud.com; claudialaneCL@gmail.com; Andrea Vincent <andreabvincent@outlook.com>; Timothy Vincent <timvincent55@gmail.com>; Andrea Vincent <andreavincent017@gmail.com>; John Handy <johnhandy7497@gmail.com>; Nick Lauber <nlauber@nextaff.com>; Jill Rice <jrice@fellowshipicrest.com>; Clark Trammell <cwiliet@aol.com>; Michael Bell <theanticj@yahoo.com>; Lazoneg <lazoneg@gmail.com>

Subject: Re: City of Topeka Redistricting - September 1



This message needs your attention

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A big Thank You to Jill Rice for calling this matter to my attention!

To sum up my email: MAP D SHOULD BE OMITTED COMPLETELY FROM CONSIDERATION SINCE IT HASN'T BEEN AND STILL ISN'T ON THE CITY'S WEB SITE. MANY CITIZENS DON'T KNOW IT EVEN EXISTS OR HOW IT COULD AFFECT

THEM. OBFUSCATION HAS BEEN THE MOTIVE BEHIND TOO MANY OF TOPEKA'S PROPOSALS.

With a September 1 deadline, these are the only Redistricting Maps available to citizens on the City's web site. Since the city council has final approval and Topekans won't be able to vote on it, there's probably little chance our opinions matter, but a straw poll might be good so at least some people's votes and comments could be available to the public:

Redistricting Map Proposals

- 2022 Redistricting Commission Map - Current Population (August 4, 2022)
- Plan A Map (August 4, 2022)
- Plan B Map (August 4, 2022)
- Plan C Map (August 11, 2022)

These Rules and related information were copied from Topeka's web site:

"On or before December 31, 2022, the Governing Body shall reestablish district boundaries as recommended by the Commission or reject in whole or in part the recommendations and reestablish the boundaries as the Governing Body sees fit."

1. "Tom Vogue, Data Management Supervisor, City Technical Support Group, provided an overview of the 2022 Redistricting Commission Map as well as Plan A and Plan B Map scenarios. He noted each map includes the wards, precincts and population of each district. He reported Districts 1, 2, 8 and 9 fail to meet the 14,000 population requirement and Plan A would have the least disruption to current district boundaries."

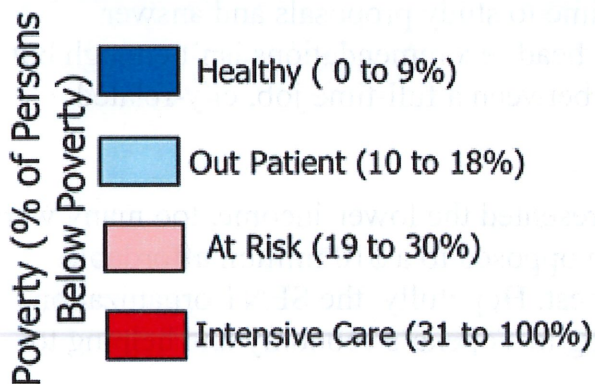
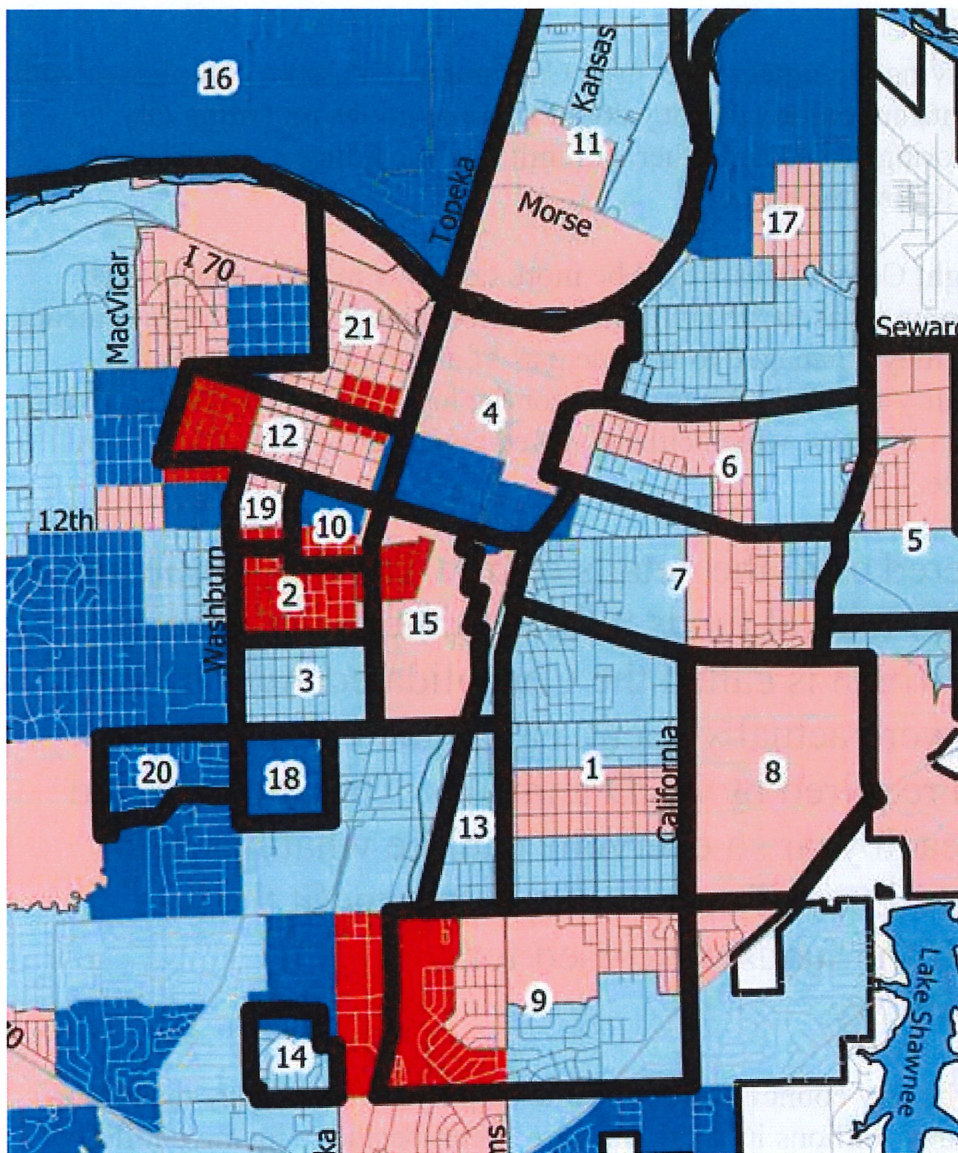
PLAN A:

SINCE PLAN A WOULD APPARENTLY SOLVE THE PROBLEM AND APPEARS TO BE THE LEAST DISRUPTIVE, IF THERE ARE NO OTHER FACTORS THAT AFFECT THE SITUATION, IT COULD BE THE BEST CHOICE.

I AGREE COMPLETELY WITH JILL'S COMMENTS, ESPECIALLY REGARDING SYLVIA ORTEZ AND THAT "This is more about a power shift than population shift." I'M NOT THE ONLY ONE WHO AGREES WITH HER COMMENT ABOUT PLAN D AND THAT SYLVIA "has faithfully represented and advocated for the Hi-Crest neighborhood over the years, and in my opinion, this change in the maps would be a significant loss to the Hi-Crest neighborhood."

IT COULD BE THE PEOPLE WHO RUN THE CITY DON'T WANT SYLVIA TO REPRESENT HI-CREST NIA ANYMORE. HI-CREST RESIDENTS HAVE STRUGGLED FOR MORE THAN 40 YEARS FOR MANY REASONS TO BE TREATED FAIRLY AND SYLVIA HAS BEEN A LONG-TIME SUPPORTER OF HI-CREST NIA'S MANY EFFORTS FOR BASIC SERVICES AND IMPROVEMENTS.

This is a map from the City's web site of Topeka's NIAs and their poverty ratings a few years ago. The red area shown in No. 9 is in the Hi-Crest NIA, an area that has been rated in need of Intensive Care for many years, although it has greatly improved in recent years:



Regarding redistricting suggestions, to be fair to everyone, each city council district should be divided from west to east instead of separating the wealthier areas from lower-income areas. That would assure a more equitable allocation of funds by the city council. If east-side voters were constituents of all the council members, the city council would more likely learn what their needs are and even care.

There is also a great need for revolving, volunteer Oversight Committees to assure compliance with ordinances and that legal agreements are enforced. They could voice opinions regarding city council issues, such as from monitoring JEDO and other committees, including a redistricting committee and would, of course, "follow the money."

The influence of volunteer Oversight Committees would be more effective in objecting to such issues as the addition of upper-income areas to the HUD-funded affordable housing program meant to benefit the low-income or how "they" managed to include part of an adjacent NIA with downtown so downtown could qualify for HUD funds meant for the low-income or why the Evergy Plaza project received \$1.25 million in taxes, which citizens voted could be used for "quality of life" needs but not "quality of place."

Questions might be answered as to the details of how the City's Housing & Urban Development (HUD) federal funds to benefit the lower-income were planned to be spent, which is called the Consolidated Action Plan, and the ways those funds were actually spent, called the Grantee Performance Report; both required by HUD annually. They both should be on the City's web site each year so everyone can see what has been accomplished with those millions of dollars meant to benefit the less fortunate. At one time, half the funds were used for administration/program delivery.

It would also benefit Topekans if the city council were full-time employees, since they make life-altering decisions and the ways many millions in tax dollars are spent, beside reducing conflict of interest issues. Also, they would be expected to take the time to study proposals and answer questions from citizens. Just rubber-stamping department-head recommendations isn't enough but that can happen when a council member's time is limited between a full-time job, city-related meetings and family responsibilities.

When there were more voices on the city council that represented the lower-income, too many were 5-4 votes, with the 5 upper-income council members even opposed to a \$10 million affordable housing project at 31st and Fremont--vacant land in Hi-Crest. Hopefully, the SENT organization will be successful in developing it for housing soon, adding to Topeka's economy and helping to solve housing needs.

As to possible changes in presentation, the maps to "explain" the redistricting proposals could be more clear, as the street names are very light and using several shades of the same color to designate different city council districts is also puzzling since there are so many colors to choose from.

It does seem as if obfuscation and a power shift could certainly be the City's intent, considering the absence of a listed Plan D that would eliminate Sylvia Ortiz as a long-time council member for Hi-Crest NIA and clearly breaks one of the rules to be adhered to for redistricting: "avoid when possible any noncontiguous zones."

Despite the City's current appearance of transparency, the bottom line is the city council will "reestablish the boundaries" as it "sees fit" so our input will have little, if any, effect:

"On or before December 31, 2022, the Governing Body shall reestablish district boundaries as recommended by the Commission or reject in whole or in part the recommendations and reestablish the boundaries as the Governing Body sees fit."

This "Governing Body" vote may be yet another example of a city council decision that doesn't pass the smell test. Only our votes can change that.

Betty Phillips

On Aug 22, 2022, at 12:29 PM, Jill Rice <jrice@fellowshiphicrest.com> wrote:

Our city is in the process of Redistricting our City Council Districts. This could significantly impact the Hi-Crest neighborhood. The deadline for public input is **September 1**. It can be emailed to the clerk's office at cclerk@topeka.org.

You can view the possible map changes, prior meetings, agendas, and minutes at the city website: <https://www.topeka.org/citycouncil/redistricting-commission/>.

Proposed Hi-Crest Changes:

At the August 18 meeting, an additional Map D was proposed, but this map has not been posted to the website yet. It will be identical to Map A but will remove District 3 from Hi-Crest and reduce us to being represented by Districts 4 & 5. Councilwoman Sylvia Ortiz currently represents District 3. She has faithfully represented and advocated for the Hi-Crest neighborhood over the years, and in my opinion, this change in the maps would be a significant loss to the Hi-Crest neighborhood.

I encourage you to voice your comments to the clerk's office to be included in the public comment. Don't miss the deadline of **September 1!**

Please share this information with your network as well to help get the word out!

--
Jill Rice

Director of Ministries
Office:(785) 431-0404
Mobile: (785) 422-8408
jrice@fellowshipicrest.com

Fellowship Hi-Crest
[455 SE Golf Park Blvd., Topeka, KS 66605](#)

To: City Clerk:

Hi,

My name is Jill Rice. I am the President of the Hi-Crest NIA. I want to submit my public comment concerning the City Council Redistricting.

The proposal on August 18th to make a Map D is something I cannot support.

I am not in favor of removing District 3 from the Hi-Crest NIA. Councilwoman Ortiz that represents this District has been a fair, reasonable, and strong advocate for our neighborhood over the years. Losing her voice for our neighborhood would come at a great loss to our community. I cannot communicate strongly enough that I do not want to see this happen.

I cannot support any of the existing maps. My main concerns are listed below.

1. In the existing map, Districts 3 & 4 are closest to the target population but see unnecessary changes in the proposed maps.
2. Map B - Districts 1 & 2 are far off target in the existing maps. It makes no sense that sections 2/11 would be taken away from District 1 to give to 2 other than it is the Downtown Topeka precinct. This is more about a power shift than population shift. If it was necessary to take a precinct from District 1 to move to District 2, why not the 7/3 precinct? They are similar in population.

It seems that reductions need to focus on Districts 9, 8, 7, and 5.

Again, to be clear, I do not support any of the proposed maps in with their existing changes.

Thank you for your time and consideration.

--

Jill Rice

Director of Ministries
Office:(785) 431-0404
Mobile: (785) 422-8408
jrice@fellowshipicrest.com

Fellowship Hi-Crest
[455 SE Golf Park Blvd., Topeka, KS 66605](#)

Brenda Younger

From: Brenda Younger
Sent: Wednesday, August 31, 2022 8:48 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: FW: Hi-crest area

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Sara Laclair <saraslocum1975@gmail.com>
Sent: Tuesday, August 30, 2022 8:41 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Hi-crest area

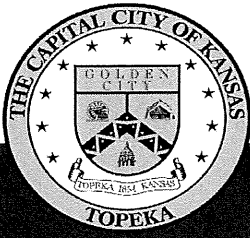


This message needs your attention

- No employee in your company has ever replied to this person.
- This is a personal email address.

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We need 3 city council members largest nia in city
... make vote fair justice for
area..
Your help appreciated.
District 5#



CITY OF TOPEKA

2022 REDISTRICTING COMMISSION

August 18, 2022 Public Hearing

Email Summary of Public Input

NAME	PLAN	EMAIL	DISTRICT
1. Doug Glenn	A	billbraskie@icloud.com	4
2. Jim Doblin	A	jimdoblin@gmail.com	Oakland
3. Camille Drapeaux-Stewart	A	cdrapeauxstewart@gmail.com	2
4. Laura Moen	A	kathyrickm@yahoo.com	6
5. Michael Bell (<i>See Email Comments</i>)		theantici@yahoo.com	
6. Stephen H. Foust	A	steve52usa@netscape.net	2
7. Ray Padila	A	raykcchief@gmail.com	
8. Yvonne Rodriguez	A	yrodhacky@yahoo.com	2
9. Ryekel Gengler	A	ricg54@yahoo.com	
10. Sharon Ackors	A	ackors2015@gmail.com	
11. Kathy Logan	A	kml750@aol.com	Oakland
12. Jim Huerter	A	sixty803j@yahoo.com	Oakland
13. Ann Huerter	A	ann_huerter@yahoo.com	2
14. Regina Sheretts	A	gsheretts@gmail.com	2
15. Ron Revelle	A	rcrefelle827@gmail.com	
16. Jo Ann Brown	A	joann_kansas@yahoo.com	2
17. Paulette English	A	paulette.english@yahoo.com	
18. Vickie Escamilla	A	vickiee9@att.net	
19. Brenda E. Wells	A	bnbwells@cox.net	3
20. Nancy Hedges	A	tom.hedges@sbcglobal.net	2
21. Bonnie & Greg Gonzales	A	bonnieandkiki@yahoo.com	Oakland
22. Deloris J. Sleep	A	Dsleep1182@yahoo.com	3
23. Jennifer Gonzales	A	Jayeggee00@gmail.com	Oakland
24. Teresa Miller	B	teresa-miller@att.net	2
25. Mary Torrence (<i>See Email Comments</i>)		mimitorrence@gmail.com	

Brenda Younger

From: Elizabeth Toyne
Sent: Friday, August 12, 2022 1:53 PM
To: Doug Glenn; City Council
Cc: City Clerk
Subject: RE: Council redistricting

Good Afternoon Mr. Glenn,

Thank you for contacting the Topeka City Council. This message serves as confirmation that your email has been received by the Council members.

In addition to the Council members receiving your comment, I am also sharing it with the Redistricting Commissioners who are working through this process, and have asked to receive public input. I am also including the City Clerk so that your comment can be included with the public input received.

For more information on the upcoming formal Public Input meeting, next Thursday, August 18th, and other items from the Commission, please visit <https://www.topeka.org/citycouncil/redistricting-commission/>.

Respectfully,

Liz Toyne
Executive Assistant to the City Council
City of Topeka
215 SE 7th St, Room 256
Topeka, KS 66603
785-368-3710

The preceding email message (including any attachments) contains information that may be confidential, protected by the attorney/client or other applicable privileges or that may constitute non-public information. This message is intended to be conveyed only to the designated recipient(s). If you are not listed as a recipient of this message, please notify the sender immediately by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

-----Original Message-----

From: Doug Glenn <billbraski@icloud.com>
Sent: Friday, August 12, 2022 1:16 PM
To: City Council <Council@Topeka.org>
Subject: Council redistricting

Map A looks like it causes the least disruptions. I am in favor of map A.

Thanks for your service!
Doug Glenn
District 4

Sent from my iPhone

Brenda Younger

From: Brenda Younger
Sent: Monday, August 15, 2022 5:33 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Tom Vogue; City Clerk
Subject: FW: Redistricting map opinions

Commissioners,

Please see email below – thank you.

From: Jim Doblin <jimdoblin@gmail.com>
Sent: Monday, August 15, 2022 4:57 PM
To: City Clerk <cclerk@Topeka.org>; Christina Valdivia-Alcala <cvalcaladist2@gmail.com>
Subject: Redistricting map opinions



This message needs your attention

- No employee in your company has ever replied to this person.
- This is a personal email address.

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As a resident of Oakland for the past 15 or so years, my initial thought would favor Plan A since-- as certain members of the redistricting commission have said---the map would maintain the entirety and integrity of the Oakland neighborhood. We are a truly unique neighborhood; where many stores are within walking distance ;saving gas, and encouraging better health .

The neighborhood has its own charm-- contrary to the ticky-tack, cookie-cutter vehicle-centric nature of other areas of the city.(recall the "pork chop" medians on Wanamaker Rd.). You can find examples of this type of "development" in most every city in the United States/

I realize the concerns about making new boundaries to foster the various neighborhood improvement associations. Members of certain districts without NIAs could form their own and keep the city out of the business of what essentially is a private, non-governmental concern. Certainly the downtown district has its raft of cheerleaders :DTI etc.

I'm all for general improvements to the city(paving alleys in Oakland would be nice), but I feel maintaining what resembles the status quo is the proper way to proceed.

I also think it would be nice if city communications could put the maps side-by-side instead of forcing readers to click back and forth. As a web guy, I know this can be done fairly easily--

possibly with thumbnails on one page that expand to larger maps, Or simply putting the maps all on one pdf/html page. Putting the big maps side-by-side in person was another good idea. I am sure you will figure this out by the public hearing..

While the proposed maps may change slightly, for now I stand with A.

Respectfully yours,

Jim Doblin



Jim Doblin

785-845-6158

jimdoblin.com

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 9:57 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC - FW: Rezoning of Districts

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Camille Drapeaux-Stewart <cdrapeauxstewart@gmail.com>
Sent: Tuesday, August 16, 2022 9:44 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Rezoning of Districts

I'm not sure what you need from me. Or what I need to do. I can't make Thursday's meeting but would like to voice my support for Plan A.

My name is Camille Drapeaux-Stewart

I live at 1103 NE Michigan Ave, Topeka KS 66616. I am 41 years old.

Thank you for your time.

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 10:00 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: City Clerk; Mary Feighny; Gretchen Spiker
Subject: Aug 18 PC - FW: District Plan A

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: kathyrick moen <kathyrickm@yahoo.com>
Sent: Tuesday, August 16, 2022 9:32 AM
To: City Clerk <cclerk@Topeka.org>
Subject: District Plan A

District plan A would be the best for Topeka. Please implement Plan A.

Laura Moen
1234 SW Collins Ave
Topeka, KS 66604

Sent from Yahoo Mail on Android

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 10:03 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC - FW: IMPORTANT: Redistricting Commission Comments

Commissioner,

As requested, I am forwarding this email.

Thank you.

From: Michael Bell <theanticj@yahoo.com>
Sent: Tuesday, August 16, 2022 9:06 AM
To: City Clerk <cclerk@Topeka.org>; City Council <Council@Topeka.org>; Bill Cochran <wcochran@Topeka.org>
Cc: Donna Rae Pearson <donnarae64@gmail.com>; Pat DeLapp <coffeepeppy@att.net>; Sandy Lassiter <sandral2k9@gmail.com>; ShaMecha Simms <sl.simms@yahoo.com>; Valerie Mendoza <valmarmen@gmail.com>; Jocelyn Lyons.Home <gramee52@hotmail.com>; Danielle Twemlow <danielle.twemlow@gmail.com>; La Zoneg <lazoneg@ibsa-inc.org>
Subject: IMPORTANT: Redistricting Commission Comments

Hi, all!

My greatest fear with redistricting is that communities of color aren't divided up and disenfranchised through this process. This city's record of electing people of color under previous maps, at least since the city manager form of government was adopted, is not good. Our current council has 2 people of color (out of 9), Christina Valdivia-Alcala and Sylvia Ortiz. It's been a while since a Black person has been *elected* (Betty Dunn or Lover Chanler). I'm not sure if we ever have had an Asian American or Indigenous American elected.

Historically what happened to The Bottoms area of our city is instructive, where an entire area primarily populated by people of color was obliterated by Urban Renewal and the Keyway Project. Their economic power was erased, but as importantly as that their social and political power (actual and potential) was erased, haphazardly spread throughout our city.

Great care on the aforementioned points must be exercised as we all move forward.

Thank you for your time and consideration.

Michael Bell

"The hope of a secure and livable world lies with disciplined nonconformists who are dedicated to justice, peace and brotherhood" -- *Martin Luther King, Jr., "Strength to Love," 1963*

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 11:13 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC - FW: Comment on Redistricting
Importance: High

Commissioners,

As requested, I am forwarding this email.

Thank you.

-----Original Message-----

From: Stephen Foust <steve52usa@netscape.net>
Sent: Tuesday, August 16, 2022 10:41 AM
To: City Clerk <cclerk@Topeka.org>
Cc: City Council <Council@Topeka.org>; Kevin Cox <kevin@oaklandtopcitynia.org>
Subject: Comment on Redistricting

Dear Redistricting Commission, City Council Members, and the Oakland NIA:

As a resident of the Oakland neighborhood for over 30 years, I wish to express my desire that the Oakland neighborhood be unified as much as possible during the redistricting process. Of the proposed redistricting plans, I understand that the **Redistricting Plan A fulfills these unifying needs best**. Please consider my wishes, and the similar wishes of many other Oakland residents, when making the redistricting decisions.

Respectfully,

Stephen H. Foust
710 NE Ohio Ave
Topeka, KS 66616
785-273-5228
steve52usa@netscape.net

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 11:53 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk; Gretchen Spiker
Subject: Aug 18 PC - FW: Redistricting

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Ray Padila <raykcchief@gmail.com>
Sent: Tuesday, August 16, 2022 11:41 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistricting

I vote for plan A as per our Redistricting Commissioner Laura Pederzani.

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 11:54 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC - FW: Redistricting map A for mtg 8/18/22

Commissioner,

As requested, I am forwarding this email.

Thank you.

From: Yvonne Rodriguez <yrodhacky@yahoo.com>
Sent: Tuesday, August 16, 2022 10:55 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistricting map A for mtg 8/18/22

I live in District 2 and I support Plan A map for redistricting. Downtown Topeka should not be a part of Oakland and North Topeka district. All of Oakland should fall under District 2.

Respectfully request Plan A boundary map is selected by the committee.

Yvonne Rodriguez
618 NE Grattan St
Topeka

Yrodhacky@yahoo.com

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 11:55 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC - FW: Redistricting

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Ryekel Gengler <ricg54@yahoo.com>
Sent: Tuesday, August 16, 2022 11:34 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistricting

I want Plan A

Sent from Yahoo Mail on Android

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 12:02 PM
To: 'Ryekel Gengler'; Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: City Clerk; Mary Feighny; Gretchen Spiker
Subject: RE: Redistricting

Received.

I have copied the Commission on this email

Thank you.

From: Ryekel Gengler <ricg54@yahoo.com>
Sent: Tuesday, August 16, 2022 11:30 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistricting

I want ALL of Oakland to fall under District 2. Thank you

Brenda Younger

From: Brenda Younger
Sent: Tuesday, August 16, 2022 12:19 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC - FW: Plan A

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Sharon A <ackors2015@gmail.com>
Sent: Tuesday, August 16, 2022 9:59 AM
To: City Council
Subject: Plan A

Please implement Plan A its the best!!

Brenda Younger

From: Brenda Younger
Sent: Wednesday, August 17, 2022 10:33 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: FW: Redistricting plan

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Kathy Logan <kml750@aol.com>
Sent: Wednesday, August 17, 2022 9:16 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistricting plan

Re: Redistricting Plan

As a 65 year resident of Oakland I am writing to inform you of my desire to see the Oakland neighborhood reunited in your planning. **Please follow the Plan A option when setting up the districts.**

We are not East Topeka or North Topeka. We are Oakland, a town annexed into Topeka.

Thank you.

Sincerely,
Kathy Logan

Brenda Younger

From: Brenda Younger
Sent: Wednesday, August 17, 2022 3:08 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; Gretchen Spiker; City Clerk
Subject: Aug 18 PC FW: redistricting

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Jim Huerter <sixty803j@yahoo.com>
Sent: Wednesday, August 17, 2022 3:00 PM
To: City Clerk <cclerk@Topeka.org>
Subject: redistricting

Being a resident of Oakland, we need to go with Plan A for the redistricting. It's the only one that makes any sense because Garden Park is already a part of the Oakland Community.

Brenda Younger

From: Elizabeth Toyne
Sent: Wednesday, August 17, 2022 5:00 PM
To: Ann Huerter
Cc: City Clerk
Subject: RE: Redistributing for Oakland

Good Afternoon Ms. Huerter,

Thank you for contacting the Topeka City Council. This message serves as confirmation that your email has been received by the Council members.

In addition to the Council members receiving your comment, I am also sharing it with the Redistricting Commissioners who are working through this process, and have asked to receive public input. I am also including the City Clerk so that your comment can be included with the public input received.

For more information on the upcoming formal Public Input meeting, next Thursday, August 18th, and other items from the Commission, please visit <https://www.topeka.org/citycouncil/redistricting-commission/>.

Respectfully,

Liz Toyne
Executive Assistant to the City Council
City of Topeka
215 SE 7th St, Room 256
Topeka, KS 66603
785-368-3710

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-----Original Message-----

From: Ann Huerter <ann_huerter@yahoo.com>
Sent: Wednesday, August 17, 2022 3:59 PM
To: City Council <Council@Topeka.org>
Subject: Redistributing for Oakland

I am Ann Huerter at 1501 NE Oakland Ave. I believe we should go with Plan A because Garden Park is a part of the Oakland Community!
Sent from my iPhone

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 10:23 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC - FW: Redistributing Input

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Gina Sherretts <gsherretts@gmail.com>
Sent: Wednesday, August 17, 2022 11:49 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Redistributing Input



This message needs your attention

- No employee in your company has ever replied to this person.
- This is a personal email address.

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I would like the committee to know that I only support Plan A...

Regina Sherretts
1404 ne Chester Ave
Topeka Ks 66616

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 10:19 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC -

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Ron Revelle <rcrevelle827@gmail.com>
Sent: Thursday, August 18, 2022 9:32 AM
To: City Clerk <cclerk@Topeka.org>
Subject:

I would prefer to have the garden park subdivision reunited into the Oakland district under Plan A. Thanks ☺

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 10:21 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC - FW: Reunify Oakland

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Jo Ann Brown <joann_kansas@yahoo.com>
Sent: Thursday, August 18, 2022 7:17 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Reunify Oakland



This message could be suspicious

- Similar name as someone in your company.
- No employee in your company has ever replied to this person.
- This is a personal email address.

Powered by Mimecast

I desire to reunify Oakland City Council representation. I am voting for Plan A.

Jo Ann Brown
546 NE Lime
Topeka, Ks. 66616

Brenda Younger

From: Elizabeth Toyne
Sent: Thursday, August 18, 2022 9:09 AM
To: Paulette English
Cc: City Clerk
Subject: RE: Redistributing Commission-Plan

Good Morning Paulette,

Thank you for contacting the Topeka City Council. This message serves as confirmation that your email has been received by the Council members.

In addition to the Council members receiving your comment, I am also sharing it with the Redistricting Commissioners who are working through this process, and have asked to receive public input. I am also including the City Clerk so that your comment can be included with the public input received.

For more information on the upcoming formal Public Input meeting, next Thursday, August 18th, and other items from the Commission, please visit <https://www.topeka.org/citycouncil/redistricting-commission/>.

Respectfully,

Liz Toyne
Executive Assistant to the City Council
City of Topeka
215 SE 7th St, Room 256
Topeka, KS 66603
785-368-3710

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-----Original Message-----

From: Paulette English <paulette.english@yahoo.com>
Sent: Wednesday, August 17, 2022 10:10 PM
To: City Council <Council@Topeka.org>
Subject: Redistributing Commission-Plan

City Council Representatives,

Brenda Younger

From: Elizabeth Toyne
Sent: Thursday, August 18, 2022 10:33 AM
To: Brenda Younger
Subject: FW: Redistricting

-----Original Message-----

From: Elizabeth Toyne
Sent: Tuesday, August 16, 2022 1:29 PM
To: 'vickie escamilla' <vickiee9@att.net>
Cc: City Clerk <cclerk@Topeka.org>
Subject: RE: Redistricting

Good Afternoon Sharon,

Thank you for contacting the Topeka City Council. This message serves as confirmation that your email has been received by the Council members.

In addition to the Council members receiving your comment, I am also sharing it with the Redistricting Commissioners who are working through this process, and have asked to receive public input. I am also including the City Clerk so that your comment can be included with the public input received.

For more information on the upcoming formal Public Input meeting, next Thursday, August 18th, and other items from the Commission, please visit <https://www.topeka.org/citycouncil/redistricting-commission/>.

Respectfully,

Liz Toyne
Executive Assistant to the City Council
City of Topeka
215 SE 7th St, Room 256
Topeka, KS 66603
785-368-3710

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Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 10:43 AM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC - FW: Oakland reunification

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Brenda <bnbwells@cox.net>
Sent: Wednesday, August 17, 2022 8:29 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Oakland reunification



This message needs your attention

- No employee in your company has ever replied to this person.
- This is a personal email address.

Powered by Mimecast

As a member of the Oakland community, I would like to express my desire to see this community reunified as one. I would vote for Plan A.

Thank you

Brenda E. Wells

2718 NE Shuler St.

Topeka, Kansas

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 12:07 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC - FW: Harlan Magee

Commissioners,

As requested, I am forwarding this email.

Thank you.

-----Original Message-----

From: Nancy Hedges <tom.hedges@sbcglobal.net>
Sent: Thursday, August 18, 2022 11:24 AM
To: City Clerk <cclerk@Topeka.org>
Subject: Harlan Magee

Dear Redistricting Committee:

Hello my name is Harlan Magee. At 99 plus years old I'm likely the oldest living resident of Oakland that lived in Oakland when it was a still a city of it's own. I am writing with the help of my daughter Nancy Hedges to give my voice to the reunification of Oakland in it's representation thru the redistricting process in "Plan A". Nothing else make any sense at all. Thank you .

Harlan Magee
1008 NE Poplar St.
Topeka, 66616
Sent from my iPhone

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 2:49 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC - FW: Oakland redistricting!

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Bonnie Gonzales <bonnieandkiki@yahoo.com>
Sent: Thursday, August 18, 2022 12:46 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Oakland redistricting!

My husband and I have been lifelong residents of Oakland, beginning in our childhoods, and continuing through the 50 years (so far) of our marriage. Having this extended relationship with the neighborhood we live in has led us to know that Oakland is Oakland, and parts of it should not continue to be carved out and designated as East Topeka. All the residents of Oakland share the resources that our neighborhood offers, to meet the unique needs we experience day-in and day-out. We all share emerging unmet needs that are uniquely associated with Oakland. Our neighborhood does not share the needs and resources of those living in East Topeka. Our city council representation needs to reflect this.

We strongly urge the Committee on Redistricting to reunify Oakland by voting for Plan A.

Thank you,
Bonnie and Greg Gonzales

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 2:55 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: Aug 18 PC - FW: Oakland plans

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: deloris sleep <dsleep1182@yahoo.com>

Sent: Thursday, August 18, 2022 2:12 PM

To: City Clerk <cclerk@Topeka.org>

Subject: Oakland plans

I want to indicate my desire to reunify Oakland in the City Council representation by voting for plan A. I am unable to make the meeting but was told an email would work.

Deloris J. Sleep
2015 NE Florence Ave
Topeka, Ks 66616

Sent from Yahoo Mailfor iPad

Brenda Younger

From: Brenda Younger
Sent: Thursday, August 18, 2022 3:53 PM
To: Bill Hill; Jeff Wagaman; Jessica Porter; John Nave; Laura Pederzani; Marcus Clark (marcusclarkcampaign@gmail.com); Mary Feighny; Michelle Hoferer; Teresa Leslie-Canty; Vicki Arnett
Cc: Mary Feighny; City Clerk
Subject: FW: Plan A

Commissioners,

As requested, I am forwarding this email.

Thank you.

From: Jennifer Gonzales <jayegee00@gmail.com>
Sent: Thursday, August 18, 2022 3:21 PM
To: City Clerk <cclerk@Topeka.org>
Subject: Plan A

Good afternoon.

I strongly urge the Committee on Redistricting to reunify Oakland by voting for Plan A.

Respectfully,
Jennifer Gonzales
Oaklander

Testimony before the Topeka City Redistricting Commission
August 18, 2022

My name is Mary Torrence. I represent the League of Women Voters of Topeka-Shawnee County. The League promotes effective citizen participation at all levels of government by encouraging registration and voting and providing unbiased nonpartisan information about elections, the voting process, and issues.

The foundation of our representative government is the ability of all citizens to have an equal, effective voice in electing their governmental representatives. To achieve, this city council and other governmental districts must be nearly equal in population. This concept, "one person, one vote," is the first principle citizens think of when talking about redrawing governmental district boundaries. However, another important factor in making representative government work for all citizens is to draw district boundaries to encompass groups of citizens having common interests and concerns. This enables those groups to elect governmental representatives who speak for them. If those groups are fragmented, they run the risk that no one effectively represents them. For this reason, the League believes groups of residents working together to improve and maintain the quality of life in their neighborhoods (such as neighborhood improvement associations) should be given an opportunity to be heard on the important issue of redistricting and to comment on redistricting plans that reflect their interests and concerns. Before sending a plan to the City Council, the League urges you to create a district plan based on tonight's input, then solicit comments on that plan to ascertain whether residents' needs regarding representation are met.

Mary Torrence

Secretary, League of Women Voters of Topeka-Shawnee County

August 18, 2022

Teresa Miller

1820 NW Polk St
Topeka, Kansas 66608
785-234-0840

Redistricting Commission/ City Council Members:

I received an e-mail from my City Council person, Christina Valdivia-Alcala on August 16, 2022, sharing vital information on the redistricting of District 2. In this e-mail was a commit from Laura Pederzani, who is on the Redistricting Committee and North Topeka West NIA President. In this e-mail, Laura is suggesting we choose Plan A, because it's the best plan. Laura went on to say Plan A will Unify OAKLAND as it once was. And Plan A will give our District the number of people back to comply with redistricting requirements. That is not true. If we go with Plan A, District 2 will be short 146 people of the projected 14,063 population for each district. Oakland is not the only part of District 2. North Topeka is also in this District. But our City Council person has forgotten about North Topeka. In her campaign she made sure to tell everyone that she will stand up for the people in North Topeka, also. Not so much. Valdivia-Alcala talks about OAKLAND and fixes OAKLAND, before even looks at North Topeka's problems that need to be fixed. Even in the e-mail she sent out only mentioned OAKLAND, where she lives.

I believe that Plan B would be the better Plan for our District. Until last year, I was North Topeka West NIA President. I held that title for about fifteen years straight. I believe Plan B for District 2 would be better for the people that live in all of District 2. Plan B will be 24 people ahead of the projected 14,063 population for each District. It would also keep everything the same as it is NOW!

I understand that we will have some intensive care neighborhoods in Plan B, but if our City Council Person works with her neighborhood NIA's that can be taken care of. Was it not one of the plans she had when she ran for office? That's just part of her job to help take care of all her District. And if part of the district falls on its face, then help lift that neighborhood up again.

I will leave you with a paragraph that my City Council person sent me.
(PLAN B per our commissioners insight and I agree now it's up to you each to consider – would place District 2 with THE MOST Intensive Care neighborhoods in the city. We do not need this folks. The burden is large enough on our LMI communities we have now in District 2. ALSO having District 2 take on a part of the DOWNTOWN area is not needed. Laura Pederzani our commissioner has concerns this may cause neighborhoods to COMPETE with Downtown for funding. Again NOT needed.)

I have lived in North Topeka for over 40 years and was raised in OAKLAND. District 2 was in Mr. Pomeroy's hands at one time. After that City Council person has come from OAKLAND. And OAKLAND has been their priority. Not North Topeka.

As I'm writing this letter the meeting on this subject today August 18, 2022, is on channel 4. The people are now being told something totally different than our City Council person Valdivia-Alcala and Laura Pederzani have been telling District 2.

Now you know why the people of North Topeka do not trust these people.

Sincerely,

Teresa Miller

PLAN B



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 11, 2022

DATE: October 11, 2022
CONTACT PERSON: DOCUMENT #:
SECOND PARTY/SUBJECT: Public Comment PROJECT #:
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules, the following protocols for public comment apply:

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.
- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.

The following behavior will not be tolerated from any speaker:

- Uttering fighting words
- Slander
- Speeches invasive of the privacy of individuals (no mention of names) Unreasonably Loud Speech
- Repetitious Speech or Debate
- Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the

behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at atcclerk@topeka.org or 215 SE 7th Street, Room 166, Topeka, KS 66603 for attachment to the minutes.
- If you break any of the public comment rules, you will receive one warning from the Mayor. If you continue any prohibited behavior, you will be removed from the Zoom meeting room and will not be allowed to rejoin.
- Public comment is limited to four minutes. You may receive an extension at the discretion of the Governing Body. The timer will be visible to you in the 'City of Topeka Admin' window on the Zoom app. Call-in users will hear one beep when a minute is remaining and then another beep when time has expired.
- Please do not share the Zoom login information with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

BUDGETARY IMPACT:

SOURCE OF FUNDING: