



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

Governing Body Agenda

February 13, 2024
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Marcus D.L. Miller	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
David Banks	District No. 4	Michelle Hoferer	District No. 9
Brett D. Kell	District No. 5		

Interim City Manager: Richard U. Nienstedt

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 date of the meeting 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. CONSENT AGENDA:

- A. Human Resources Professional Consulting Services - Insight Public Safety and Forensic Consulting, LLC**

APPROVAL of a Human Resources Contract between the City of Topeka and Insight Public Safety and Forensic Consulting, LLC, for providing psychological services for pre-employment evaluations, critical incident counseling, fitness for duty testing, and other related psychological evaluation services.

(Approval will authorize the City Manager to sign and execute the contract that is estimated to exceed \$50,000 for services as indicated.)

- B. Professional Engineering Services - Professional Engineering Consultants PA (PEC) - Project T-701049.00**

APPROVAL of a Public Works Engineering Contract between the City of Topeka and Professional Engineering Consultants (PEC), in an amount not to exceed \$643,000 for engineering services.

(Approval will authorize the City Manager to sign and execute the contract for an amount not to exceed \$643,000 for design and preparation of Topeka Boulevard Project T-701049.00 plans from 15th Street to 21st Street.)

- C. MINUTES of the regular meeting of February 6, 2024**

- D. APPLICATIONS:**

3. PUBLIC COMMENT:

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. 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 date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

4. ANNOUNCEMENTS:

5. 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.)

6. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
February 13, 2024

DATE:	February 13, 2024	
CONTACT PERSON:	Shawn Maisberger, Interim Director of Human Resources	DOCUMENT #:
SECOND PARTY/SUBJECT:	Insight Public Safety and Forensic Consulting, LLC	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 005 Professional Services	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #: PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Human Resources Contract between the City of Topeka and Insight Public Safety and Forensic Consulting, LLC, for providing psychological services for pre-employment evaluations, critical incident counseling, fitness for duty testing, and other related psychological evaluation services.

(Approval will authorize the City Manager to sign and execute the contract that is estimated to exceed \$50,000 for services as indicated.)

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 the Governing Body approve the contract as part of the consent agenda.

BACKGROUND:

Human Resources has approved this vendor as the approved health care provider for psychological examinations. Human Resources has confirmed that there are no other vendors with comparable services in the region, which is necessary and required for face to face evaluations. Additionally, the city has issued RFPs and this has been the

only organization to respond. Human Resources has determined that the psychiatrist at Insight Public Safety is the only one in the region with the qualifications to evaluate potential staff for public safety work. City Legal sees this as appropriate to be handled as a sole source standardization process. The city does not have a psychiatrist on retainer and refers potential employees or those that have been through an event requiring the services.

BUDGETARY IMPACT:

Approximately \$60,000

SOURCE OF FUNDING:

Various Department General Fund Budgets

ATTACHMENTS:

Description

Contract (Insight Public Safety Consulting and Forensics)

This agreement is entered into this _____ by and between the City of Topeka, Kansas, a municipal corporation, hereinafter referred to as the City and **Insight Public Safety and Forensic Consulting LLC**, hereinafter referred to as the Consultant.

WITNESSETH:

Whereas, the City did accept the description of services and schedule of fees by the Consultant for providing psychological assessments for City of Topeka employees; and

Whereas, the Consultant desires to provide such services, as hereinafter agreed and to which is outlined and attached hereto as **ATTACHMENT A** and incorporated by reference as if fully set forth herein.

1. PRICE

The Consultant shall perform all work in accordance with the terms, conditions, and described services. **The agreed price under this Contract is shown on ATTACHMENT B and incorporated by reference as if fully set forth herein.** The City will pay the Consultant the contract price upon delivery, acceptance, presentation of invoice, and compliance with all procedures of the Department of Administrative and Financial Services.

2. TERM OF AGREEMENT

This agreement shall become effective upon the date indicted above and shall remain in effect through contract through **December 31, 2025**, or until canceled by either party with sixty (60) days written notice. This agreement may be renewed for four (4) additional one (1) year periods under the same terms and conditions, by written agreement of the parties.

3. TIME OF ESSENCE

It is agreed by and between the parties that time and punctuality are essential elements of this contract and that the parties will perform the obligations assumed by them as and when provided by the terms of the proposal.

4. AGREEMENT WITH KANSAS LAW

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

5. INDEMNIFICATION

Consultant 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 Consultant's negligent performance of services under this Agreement. Consultant 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 Consultant, its employees, agents, or sub-consultants.
- B. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Consultant, its employees, agents, or sub-consultants.

6. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

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, the City may terminate this agreement at the end of its current fiscal year. City agrees to give written notice of termination to Consultant at least 30 days prior to the end of its current fiscal year. Consultant 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 Consultant 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 Consultant 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 Consultant.

7. TERMINATION FOR CONVENIENCE

The Director of Contracts and 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 Consultant 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 Consultant shall continue to perform any part of the work that may not have been terminated by the notice.

8. TERMINATION FOR CAUSE

This Agreement may be terminated for cause by either party upon thirty (30) days written notice. Notice of termination for cause shall only occur after the breaching party has been notified of the breach in writing and has failed to cure such defect within thirty (30) days. The Consultant shall only be entitled to compensation to the extent of actual work performed. In the event Consultant terminates the Agreement prior to having earned all monies paid in the initial progress payment, the Consultant within thirty (30) days refund the balance of said progress payment to the City.

9. TERMINATION FOR PERFORMANCE

If Consultant materially defaults in the performance of any of its duties or obligations under this Agreement which default is not substantially cured within thirty (30) days after written notice is given to the Consultant specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the Consultant fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, but in any event does not substantially cure the default within ninety (90) days, then the City may, by giving written notice of termination to the defaulting Consultant, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date") such Termination Date being subsequent to the date of the notice of termination.

10. 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 Consultant 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.

11. DISCLOSURE; LITIGATION.

The Contractor agrees to disclose on an annual basis any litigation the Contractor is or was involved in in the previous year.

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

City of Topeka

City Clerk
215 SE 7th St
Topeka, KS 66603
(785) 368-3749

cclerk@topeka.org

Consultant

Insight Public Safety & Forensic Consulting, LLC
6201 College Blvd, Ste. 410
Overland Park, KS 66211
(913) 652-6668

shyanne@insightpublicsafety.com;
jennyprohaska@gmail.com

13. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the City, and not an employee of the City.
14. COMPLIANCE WITH LAWS. This agreement shall be governed by the laws of the State of Kansas and the Codes of the City of Topeka, Kansas.
15. ASSIGNMENT. Neither the City nor the Contractor shall assign any rights or duties under this agreement without the prior written consent of the other party. Nothing contained herein shall prevent the Contractor from employing independent contractors, associates, or subcontractors; however, in such case, the Contractor shall be responsible for the performance of the services.
16. INSURANCE. The City shall not be required to purchase any insurance against loss or damage for any property or service to which this agreement relates. Subject to 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 2-476 et seq.), the Consultant shall bear the risk of any loss or damage to any personal property in which the Consultant holds title. The Consultant shall maintain on file in the Contracts and Procurement Division at all times during the duration of the agreement, including renewal periods, a current and valid Certificate of Insurance that provides the following amounts:

COMMERCIAL GENERAL LIABILITY		PROFESSIONAL ERRORS & OMISSIONS	
Per Occurrence	\$100,000.00	Per Claim	\$100,000.00
General Aggregate	\$200,000.00	Aggregate	\$100,000.00
AUTOMOBILE LIABILITY		WORKERS' COMPENSATION	
Copy of Current Policy		Signed and Notarized Affidavit	

17. ANTI-DISCRIMINATION CLAUSE
The Consultant 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 classification 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 sub-Consultant or vendor. The Consultant 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.
18. ACCEPTANCE OF CONTRACT
This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.
19. 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.
20. REPRESENTATIVE AUTHORITY TO CONTRACT
By signing this contract, the representative of the Consultant thereby represents that such person is duly

authorized by the Consultant to execute this contract on behalf of the Consultant and that the Consultant agrees to be bound by the provisions thereof.

21. RESPONSIBILITY FOR TAXES. The City of Topeka shall not be responsible for, nor indemnify a Consultant for, any federal, state or local taxes, which may be imposed or levied upon the subject matter of this contract.
22. 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.
23. ENTIRE AGREEMENT. The terms and conditions set forth herein constitute the final written expression of all the terms of this transaction and is a complete and exclusive statement of those terms. This agreement supersedes any prior or contemporaneous oral or written agreement, proposed agreements, negotiations, and discussions with respect to the subject matter hereof. Any representations, promises, warranties or statements by any employee or agent of the Contractor that differ in any way from the terms of this written agreement shall be given no force or effect.
24. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
25. TERMS HEREIN CONTROLLING PROVISIONS. It is expressly agreed that the terms of each and every provision in this agreement shall prevail and control over the terms of any conflicting provision in any Attachment or Exhibit incorporated into this agreement.
26. SEVERABILITY. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
27. EXECUTION IN COUNTERPARTS
This contract may be signed by fax or electronic signature, which will be deemed to be an original signature. This contract may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

CITY OF TOPEKA, KANSAS

**INSIGHT PUBLIC SAFETY &
FORENSIC CONSULTING, LLC**

Richard U. Nienstedt, Interim City Manager

Jennifer A. Prohaska, Ph.D.

ATTEST:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

C&P DIRECTOR

Insight
Public Safety &
Forensic Consulting

Explanation of Psychological Services
Wellness, Formal Management Referral, Fitness for Duty Evaluations, Independent
Causation Evaluations, Safeguarding, and Promotional Readiness Evaluations

Wellness Check/Individual Critical Incident Stress Debrief

Purpose:

- courtesy to employee
- managing psychological impact of singular event or compounding events

Criteria for Initiation:

- involved in a critical incident in work setting or extreme personal situation
- cumulative stress related to work or duties related to work (i.e. Peer Support team member, dispatch understaffing, multiple bad calls or difficult situations back-to-back)

Deliverables:

- Indication that they attended
- Indication that they participated
- Possible Request for follow up visit(s) and/or allowance to take sick or personal days (however very little, if any information will be given back to agency on why the request is being made) (typical reasons include; no sleep, high temporary stress response resulting in memory or attention issues)

Format of Deliverables:

- verbal or brief email
 - or very brief letter on letterhead that says very little except what is mentioned above
-

Formal Management Referral

Purpose:

- problematic behaviors in work setting that likely have psychological component
- address problematic work behaviors and re-engage them positively back in to work setting
- occasionally part of progressive discipline

Criteria for Initiation:

- work-related behavior that needs improvement, suspected psychological reason for under-performance, either as expressed by employee, or noted and/or suspected by supervisor (latter initiation should consult with clinician to make sure)

Deliverables:

- Initial report on psychological factors contributing to work performance problems
- Recommendations on what will be required to attempt to adequately fix the problem
- Follow up sessions (variable number), working only on work performance improvement, each session documented and notes go to employer

Format of Deliverables:

- Email or fax
-

Fitness for Duty Evaluation

Purpose:

- Determine safety of employee in work setting
- Determine mental capability of performing duties required

Criteria for Initiation:

- Demonstrated psychological status likely to impair or already has impaired work reliability, stability, engagement
- See IACP and Case Law article (2016)
- See IACP standards for Fitness For Duty

Deliverables:

- Formal report stating final determination of "Fit" or "Not Fit"
- Recommendations for remediation, should that be requested by agency

Format of Deliverables:

- Formal report, emailed or faxed
-

Independent Causation Evaluation (usually for Work Comp determination)

Purpose:

- Determine factors related to psychiatric illness
- Determine causation so pay source can be established

Criteria for Initiation:

- Request for Worker's Compensation coverage for mental illness

Deliverables:

- Formal report

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- estimation of adequate level of intervention (i.e. inpatient, outpatient, psychiatry, neurology)

Format of Deliverables:

- Formal document with header, emailed or faxed
-

Safeguarding

Purpose:

- Prevention of cumulative stress/trauma effects associated with an occupation
- Early identification and treatment of major psychiatric issues
- Extend the duration of individuals' capacity to stay in highly skilled positions
- Meant to be done yearly, preferably with same provider, to track changes over time and help individual make choices about continuing in unit/high-risk position, or not
- NOT intended to assess capacity to stay in their current role. No determination about work status or role made

Criteria for Initiation:

- High stress or high-risk position such as special victims, sex crimes, homicide, cyber-crimes (such as child porn), taskforce work, and strongly recommend for undercover positions
- Usually mandated by a department policy as simply a requirement of being in a specialized unit or position

Deliverables:

- Attendance reported back to employer
- If there is a request for further psychological services or follow up (only at employee consent)

Format of Deliverables:

- verbal or brief email that they attended
 - or very brief letter on letterhead that says very little except what is mentioned above only
-

Promotional Readiness Assessments

Purpose:

- Included as part of a promotional process/intended to supplement an agency-initiated promotional process to determine whom may possess better skills for the environment in which they will be working with and leading others.
- Provide insight into the individual's overall supervisory or leadership style

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- Includes explanation of individual strengths and weaknesses as it pertains to leadership and supervisory skills
- Identifies potential pitfalls or challenges likely if selecting an individual for promotion
- Intended to also act as data for screening out individuals with toxic or harmful leadership traits that could negatively impact those they supervise or the quality of the work environment or agency in general

Criteria for Initiation:

- Part of a promotional process initiated by the agency

Components:

- Psychological Testing to assess for personality traits that correspond to leadership styles and supervisory behaviors
- Behavioral Interview

Deliverables:

- Full written evaluation with ranking or categorical determination*
- Post-process coaching (1-hour) back with the initial evaluator after ranking has been set or promotional decisions have been made- we encourage a voluntary process on this post-promotional process offering. (we discourage the agency from forcing candidates to come back for feedback/should be on voluntary basis)

**Agency can determine if they would like candidates ranked against each other (i.e. first, second, third) or if they would prefer a letter grade (categorical) assigned to each candidate (the letter grade has a specific categorical explanation for each letter assignment)*

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Post-Conditional Offer “New Hire” Psychological Evaluations
2024 Protocol

Contact Information for Scheduling New Hire Evaluations:

Shyanne Purdy: shyanne@insightpublicsafety.com
Office Phone: 913-652-6668
Office Fax: 913-652-6698

Scope of Services:

- Psychological assessment and documentation of post-conditional offer new hire candidates for certified law enforcement officer positions and other similar or related positions within public safety agencies including but not limited to; civilian jailers and detention center employees, firefighters, paramedics, and dispatchers.

Suggested Process:

- Schedule Post-Offer New Hire Psychological Evaluation with provider through the office administrator at 913-652-6668 or via email listed above. Email scheduling is preferred in order to have documentation of the contact/appointment and applicant information.
- Send Pre-employment Background Investigation Report and Polygraph Results Report to the office, prior to candidate presenting for evaluation (if available)
- Candidate presents for evaluation, completes computerized and paper assessments, and results are immediately complied prior to interview with psychologist.
- Psychologist interviews candidate (has background, polygraph, and testing data all complied pre-interview in order to guide questioning)
- “Verbal” delivered to agency contact immediately at completion of evaluation interview if candidate is clearly going to pass. If questions persist, agency will also be notified and “verbal” will be delivered as soon as other necessary materials are collected to make a final decision.
- Report created and delivered to listed point of contact within agency.

Relevant Guidelines for Post-Conditional Offer Assessment:

IACP- at least two scientifically validated personality tests, in person psychological interview conducted by a doctorate level psychologist (PhD/PsyD) or equally qualified mental health practitioner such as a psychiatrist (MD/DO)

CPOST- licensed psychologist, or medical doctor who has completed a residency in psychiatry. Have at least five years of clinical diagnostic experience. At least two written scientifically validated psychological tests used to examine abnormal behavior, a clinical interview.

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Psychological Test Selection Background Information:

Assessment selection is based on compliance with the above IACP and CPOST guidelines (at least two scientifically validated psychological tests, one of which needs to assess abnormal psychological behaviors and thought processes)

The CPOST meta-analysis research findings also strongly advocate for assessment of the following personality and behavioral elements:

- ❖ Integrity/Ethics
- ❖ Emotion Regulation/Stress Tolerance
- ❖ Assertiveness/Persuasiveness
- ❖ Social Competence
- ❖ Decision Making/Judgment
- ❖ Impulse Control/Attention to Safety
- ❖ Conscientiousness/Dependability
- ❖ Adaptability/Flexibility
- ❖ Teamwork
- ❖ Avoidance of Substance Use and Other Risk-Taking Behaviors

Cost of Services:

\$550 per New Hire Evaluation, includes the two or three standardized and validated psychological tests (number dependent on position applying for) and written assessment of professional judgment and decision-making, as well as written and verbal communication skills.

Please Note:

New Hire Psychological Reports include any information regarding past psychiatric history, even if untreated. This includes information about periods of depression, anxiety, or other psychological disorders that may have not been addressed in any formal setting, but likely met criteria. This includes any relevant information regarding:

- *pre-existing PTSD diagnosis or treatment,*
- *alcohol and drug treatment,*
- *inpatient psychiatric care,*
- *outpatient psychological or psychiatric services,*
- *other counseling services, and*
- *prior history of use of psychotropic medications.*

This evaluator will request records from any prior treatment provider if deemed relevant to the position the candidate is being evaluated for. The intention of this is twofold; firstly to make an assessment on psychological fitness for the job, but also to formally document any pre-existing conditions before entering employment so it can be used as a reference in any future workers' compensation claims or service usages.

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2023 FEE SHEET

Description	Hourly/Unit Cost
New-Hire Psychological Evaluations	\$550.00 per evaluation
Fitness-For-Duty Evaluations (FFD)	\$400.00/hr. for eval, review of records and report writing + cost of testing, if needed
Promotional Evaluations	\$900.00 per evaluation
Special Unit and Assignment Evaluations	\$850.00 per evaluation
Critical Incident Debriefing- Group	Doctoral-Level Providers- \$300.00/hr. Master's-Level Providers- \$200.00/hr.
Critical Incident Debriefing- Individual	Doctoral-Level Providers- \$300.00/hr. Master's-Level Providers- \$200.00/hr.
Wellness Checks/Safeguarding	Doctoral-Level Providers- \$300.00/hr. Master's-Level Providers- \$200.00/hr.
Peer Support Referrals	Doctoral-Level Providers- \$300.00/hr. Master's-Level Providers- \$200.00/hr.
Formal Management Reviews (FMR)	\$400.00/hr. + documentation, and cost of testing, if needed
Work Comp Treatment/WC non-LEO	Doctoral-Level Providers- \$300.00/hr./\$400.00/hr. Master's-Level Providers - \$200.00/hr.
Independence Medical Evaluations (IME)	\$400.00/hr. + documentation, and cost of testing, if needed
Case Review & Prep	\$400.00/hr.
Deposition	\$800.00/hr.
Court Appearance	\$2,000/4hrs. & less or \$4,000.00/4+hrs.
Teaching/Training/Consulting	Doctoral-Level Providers - \$1,000 for up to 4 hours, Doctoral-Level Providers - \$300 for every additional hr. Master's-Level Providers - \$200.00/hr.
Academy Teaching	\$300.00/hr.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/21/2023

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
Trust Risk Management Services, Inc.
1791 Paysphere Circle
Chicago, IL 60674

CONTACT
NAME: Trust Risk Management Services, Inc.
PHONE
(A/C, No, Ext): 877.637.9700 **FAX**
(A/C, No): 877.251.5111
EMAIL
ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667

INSURED
Dr. Jennifer A Prohaska
Insight Behavioral Health, PA; Insight Public Safety and Forensic Consulting, LLC; Tactical Longevity, LLC
6201 College Blvd Ste 410
Overland Park, KS 66211 2430

INSURER B:	
INSURER C:	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			D95398212	10/17/2023	10/17/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						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:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE <input type="checkbox"/>	OTH-ER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

6201 College Blvd Ste 410
Overland Park, KS 66211 2430

CERTIFICATE HOLDER

CANCELLATION

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

Shirley L. Bean

**KANSAS MOTOR VEHICLE
LIABILITY INSURANCE CERTIFICATE**

Valid in the United States and Canada

This Card Must Be Shown To Any Law Enforcement Officer Upon Request

BRISTOL WEST INSURANCE COMPANY **NAIC #19658**

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
G01 3916032 00	12/30/2023	06/30/2024

INSURED Not Valid More than One Year from Effective Date
JENNIFER PROHASKA
6201 COLLEGE BLVD STE 410
OVERLAND PARK KS 66211-2430

PRODUCER 1502355 **PHONE:** 913-348-4900
Walden,Jeffrey
10567 LACKMAN RD
LENEXA KS 66219-1223

YEAR	MAKE	MODEL
2019	TOYOTA	4RUNNER SR5 LIMIT

VEHICLE IDENTIFICATION NO
JTEBU5JR9K5711110

SEE IMPORTANT MESSAGE ON REVERSE SIDE



Underwritten By: Bristol West Insurance Company

Keep a copy of this card in each vehicle covered.

In the event of a loss, you can submit your loss information 24/7 at www.BristolWest.com or call us Toll-Free during business hours at **1-800-274-7865**

For policy information or billing go to www.BristolWest.com

**KANSAS MOTOR VEHICLE
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Trust Risk Management Services, Inc. (TRMS)

1791 Paysphere Circle, Chicago, IL 60674

Phone (877) 637-9700

FAX (877) 251-5111

March 17, 2023

Dr. Jennifer A Prohaska
6201 College Blvd.
Suite 410
Overland Park, KS 66211

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G26324294

Dear Dr. Jennifer A Prohaska

Thank you for your continued participation in the Trust Sponsored Professional Liability Program.

Enclosed is your Trust Sponsored Professional Liability Insurance Renewal. In an effort to conserve resources and "go green" with your renewal, we have not included a copy of your insurance policy form as part of this renewal packet. The insurance policy form was provided to you previously, and the enclosed endorsements included in this renewal packet will reflect changes to your coverage, if any. If you would like a copy of the policy form, you are able to request it by accessing your account at the Online Service Center at www.trustinsurance.com or by contacting our Customer Service Center. We urge you to read this renewal packet and notify us if you believe any changes are necessary.

At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700. We will assist you in providing the necessary information to get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate experts working on your behalf.

If you have not already done so, **be sure to access your Online Service Center** account at www.trustinsurance.com. Your account is available 24 hours a day, 7 days a week, with anytime access to your professional liability insurance form. You can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and (if eligible) **renew your policy**. For your convenience we have provided your user name at the bottom of this letter. If you wish to change your customer information, simply log into the Online Service Center and click on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at www.trustinsurance.com. You may also email us your questions at info@trustrms.com.

Sincerely,

Jana N. Martin, Ph.D., President
Trust Risk Management Services, Inc.

Licensed Producer - Sheila LeBeau, CA #OF77147, FL #PO99941. Principal Place of Business - Maryland. Insurance provided by ACE American Insurance Company, Philadelphia, PA and its U.S.-based Chubb underwriting company affiliates. Program Administered by Trust Risk Management Services, Inc.

OSC User Name: jprohaska



**Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations**

**ACE American Insurance
Company**

PRODUCER NUMBER	273865
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DATE OF ISSUE	March 17, 2023
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**PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY**

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY
THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: 58G26324294		
1.	Named Insured: Address: City, State & Zip Code:	Dr. Jennifer A Prohaska 6201 College Blvd. Suite 410 Overland Park, KS 66211	
2.	Policy Period: From: 04/15/2023 To: 04/15/2024 12:01 A.M. local time at the address shown in Item 1.		
3.	COVERAGE	LIMITS OF LIABILITY	PREMIUM
	Professional Liability	\$1,000,000 Each Incident	\$3,000,000 Aggregate
	Wrongful Employment Practices		\$5,000 Aggregate
		REIMBURSEMENTS	
	Licensing Board Defense	\$25,000 per Proceeding	\$35.00
	Other Governmental Regulatory	\$7,500 per Proceeding	
	Body Defense		
	Deposition Expense	\$5,000 per Insured	
	Premises Medical Payment	\$2,500 per Person	
	Assault and/or Battery		
	Loss of Earnings	\$500 per Day, per Insured	
		\$75,000 Aggregate	
		\$1,000 Aggregate	
		\$15,000 Aggregate Per Incident	
		Surcharge(s)	
		Total Premium	
			\$768.00
4.	Retroactive Date 04/15/2013		
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748 , PF15217a (05/07), CC-1K11k (04/22), PF15245a, PF15224a, PF15235a, PF17914 (02/05),		
6.	Notice of claim should be sent to: Trust Risk Management Services, Inc. 111 Rockville Pike Ste 700 Rockville MD 20850	All other correspondence should be sent to: Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	Trust Risk Management Services, Inc.
		Office address:	1791 Paysphere Circle
		City, State, Zip	Chicago, IL 60674
		Website:	www.trustinsurance.com
		Phone:	1.877.637.9700

IMPORTANT INFORMATION TO ALL POLICYHOLDERS

AS PART OF OUR EFFORT TO REDUCE OUR USE OF PRINTED PAPER, PLEASE BE ADVISED THAT THE ENCLOSED POLICY DOES NOT INCLUDE A COPY OF THE FOLLOWING FORM: PF15217a Psychologist CM Policy (05/07) WE HAVE NOT INCLUDED THIS FORM BECAUSE SUCH FORM WAS PREVIOUSLY PROVIDED TO YOU AND SINCE THAT TIME, THERE HAVE BEEN NO MATERIAL CHANGES TO THE FORM.

IF YOU WOULD LIKE TO OBTAIN COPIES OF THE FORM(S) PLEASE CONTACT US AT:

TRUST RISK MANAGEMENT SERVICES, INC.
1791 Paysphere Circle
Chicago, IL 60674

OR

Phone: 1.877.637.9700
Fax: 1.877.251.5111
info@trustrms.com
www.trustinsurance.com



SIGNATURES

Named Insured Dr. Jennifer A Prohaska			Endorsement Number
Policy Symbol CRL	Policy Number 58G26324294	Policy Period 04/15/2023 to 04/15/2024	Effective Date 04/15/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA(A stock company)
BANKERS STANDARD INSURANCE COMPANY(A stock company)
ACE AMERICAN INSURANCE COMPANY(A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY(A stock company)
INSURANCE COMPANY OF NORTH AMERICA(A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY(A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY(A stock company)
WESTCHESTER FIRE INSURANCE COMPANY(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BRANDON PEENE, Secretary

JOHN J. LUPICA, President

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Jennifer A Prohaska			Endorsement Number
Policy Symbol CRL	Policy Number 58G26324294	Policy Period 04/15/2023 to 04/15/2024	Effective Date 04/15/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Retroactive Date(s)
Designated Individual(s) or Entity(ies)

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

<u>Designated Individual(s) or Entity(ies)</u>	<u>Retroactive Date(s)</u>	
Jennifer A Prohaska	04/15/2013	
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Jennifer A Prohaska			Endorsement Number
Policy Symbol CRL	Policy Number 58G26324294	Policy Period 04/15/2023 to 04/15/2024	Effective Date 04/15/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Named Insured(s)

It is agreed that:

1. The **Named Insured** shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a **Retroactive Date** is listed opposite any entity(ies') name, the **Retroactive Date** set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the **Retroactive Date** listed below:

Additional Named Insured(s):

Insight Behavioral Health, PA
Insight Public Safety and Forensic Consulting, LLC

Retroactive Date

04/15/2014
04/15/2017

2. The following is hereby added to the **CONDITIONS** section of the policy.

- Authorization: By acceptance of this policy the first **Named Insured** set forth in the Declarations, or in any **Named Insured Amended** endorsement, agrees to act on behalf of all other **Insureds**, including any **Insured** listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any **Named Insured Amended** endorsement, is hereby designated to so act on their behalf.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Jennifer A Prohaska			Endorsement Number
Policy Symbol CRL	Policy Number 58G26324294	Policy Period 04/15/2023 to 04/15/2024	Effective Date 04/15/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY	701 N. 7th Street Kansas City KS 66101

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

Authorized Agent



U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2023

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

Trust Risk Management Services, Inc.
1791 Paysphere Circle
Chicago, IL 60674

CONTACT

NAME: Trust Risk Management Services, Inc

PHONE

(A/C, No, Ext): 877.637.9700

FAX

(A/C, No): 877.251.5111

EMAIL

ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Jennifer Prohaska
6201 College Blvd.Suite 410
Overland Park, KS 66211

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG \$
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y / N	N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 04/15/2013			58G26324294	04/15/2023	04/15/2024	Each Incident Annual Aggregate \$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

Sheila LeBeau



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2023

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PRODUCER Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc	
	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	NAIC # 22667	
INSURED Jennifer Prohaska 6201 College Blvd.Suite 410 Overland Park, KS 66211	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
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	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
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	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 04/15/2013	Y		58G26324294	04/15/2023	04/15/2024	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Additional Insured
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
701 N. 7th Street
Kansas City, KS, 66101

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2023

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PRODUCER Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc	
	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	NAIC # 22667	
INSURED Jennifer Prohaska 6201 College Blvd.Suite 410 Overland Park, KS 66211	INSURER B:	
	INSURER C:	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 04/15/2013			58G26324294	04/15/2023	04/15/2024	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Merriam 9001 West 62nd Street Merriam, KS, 66202	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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2023

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 Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc	
	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	NAIC # 22667	
INSURED Jennifer Prohaska 6201 College Blvd.Suite 410 Overland Park, KS 66211	INSURER B:	
	INSURER C:	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 04/15/2013			58G26324294	04/15/2023	04/15/2024	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln
575 S. 10th St.
Lincoln, NE, 68508

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

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS COMPENSATION ACT

State of Kansas)

County of Johnson)I, Jennifer Prohaska state under oath as follows:

1. I, Jennifer Prohaska (Independent Contractor) operating as Insight Public Safety and Forensic Consulting (Independent Contractor's business name), have agreed to provide services to City of Topeka, Kansas (Contractor) during calendar year 2024.*

2. I have read, signed, and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his/her own manner, method, free from control and direction of his/her contractor in all matters connected with the performance of the service, except as to the result or product of the work.

3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting that City of Topeka, Kansas (Contractor) consider my business to be that of an independent contractor; that I am not an employee under the Workers Compensation Act and the policy issued by _____ (Insurance Carrier).

4. I am an independent contractor, not an employee of the contractor. I do not want workers compensation insurance and understand that I am not eligible for workers compensation benefits.

5. I agree to obtain workers compensation and employers' liability insurance for my employees, if any, or otherwise be responsible for payment of earned premium for employees determined to be mine, unless they are otherwise determined to be exempt from the requirements of the Workers Compensation Act.

6. I have read, signed, and attached the Exempt Status Fact Sheet describing an independent contractor and the information provided is not the result of force, threats, coercion, compulsion, or duress.

7. I understand that the execution of this affidavit shall establish a rebuttable presumption that {the executor} is not an employee for purposes of the Workers Compensation Act.

8. I understand that the execution of this affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.

9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00) per violation. See K.S.A. §44-5,127(d)(1) (Supp. 2020).

Independent Contractor Signature (to be notarized)Date 1/30/24Name Jennifer A. ProhaskaTitle ownerSignature Jennifer A. ProhaskaBusiness Name Insight Public Safety & Forensic Consulting**Notary Public**

Signed and sworn to before me on this 30 day of JANUARY, 2024 by Nicole Laethem
 NOTARY PUBLIC - State of Kansas
 - NICOLE LAETHEM My Commission Expires: 9/29/27 Commission # 123737
 NOTARY PUBLIC APPT. EXPIRES 9/29/27

Contractor Signature Acknowledging Receipt

Date _____

Name _____

Title _____

Signature _____

Business Name _____

*This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary. Please ensure that the Exempt Status Fact Sheet is signed and attached to this Affidavit.

Note: It is a crime to falsify the information on this form.

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his/her own manner, method, free from control and direction of his/her contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over the details of your work or independence. Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. Do you work for companies or individuals other than the contractor? Do you work for competitors of the contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor.
5. Your occupation requires special skills, license, education, or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite?
7. The length of the job and how long you have worked for the contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. Do you invoice the Contractor for your services? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor?
9. Your work is not the regular business of the Contractor.
10. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

Yes
(WRITE YES OR NO)

Signature *Joseph Robinson*
(INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. See K.S.A. §44-5,127(d)(1) (Supp. 2020).

PRIOR AUTHORIZATION FORM

INSTRUCTIONS: Complete the form, obtain the Department Director's signature, and submit the form to the Contracts and Procurement Division. All fields are mandatory and forms will be rejected if not complete. Fields must contain descriptive information that satisfies the selection definition by policy. Suppliers must have provided a W-9 and received a vendor number prior to form submission unless the selection below is emergency. One of the following selections must be made:

- ✓ **Sole Source Standardization:** Where City operations have conformed to the established use of a product, service, or equipment from a single manufacturer and are dependent on conformity (with current City systems); and to which it assures consistency, efficiency, and best value procurement to reduce working capital, and minimize overall operating expenses to the City. Purchase of goods or services classified and approved under this selection may be valid for multiple purchases.

Sole Source: Where after research, only one supplier is determined to be reasonably available; multiple distributors do not qualify; selection valid when a used item becomes available and is subject to immediate sale to the City after inspection and approval.

Emergency: Where any delay would jeopardize the public health, safety, or welfare of City residents; or a significant City operation.

Acquisition in the amount of \$ >\$50,000.00 Acquisition is Federally Funded Yes No ✓

Vendor Number 11149 Vendor Name, City, and State Insight Public Safety and Forensic Consulting Services

1. Must describe why the City requires the requested good or service.

Psychological services for public safety including preemployment evaluations, critical incident counseling, fitness for duty testing, academy/peer support training, and other related psychological services.

2. Must fully explain how it meets the definition of the selection provided above. How it is a sole source standardization good or service? (Is a current system dependent on a specific manufacturer's part or software provided by a single supplier? Or is this a simple sole source because there is only one eligible supplier of the good or service? Or how does a delay in purchasing the good or service jeopardize the health, safety, or welfare of residents, or a significant City operation?)

Human Resources has determined that the psychiatrist at Insight Public Safety is the only one in the region with the qualifications to evaluate potential staff for public safety work. City Legal sees this as appropriate to be handled as a sole source standardization process. The city does not have a psychiatrist on retainer and refers potential employees or those that have been through an event requiring the services.

3. Must explain why the supplier is the only eligible supplier for good or service at the exclusion of all others. Must provide all research and responses from all suppliers that were solicited (this must include information such as calls to other government entities for the supplier information, emails or calls to other suppliers, or online research. Letters from suppliers must be accompanied by additional staff research and cannot be used alone; and does not justify on its own that a supplier is a sole source supplier).

Human Resources has approved this vendor as the approved health care provider for psychological examinations. Human Resources has confirmed that there are no other vendors with comparable services in the region, which is necessary and required for face to face evaluations. Additionally, the city has issued RFPs and this has been the only organization to respond.

By submitting this form, the requester and signers attest and certify the following:

1. There is no employee or employer relationship in existence with vendor;
2. The payment for the commodity is within the range of the current competitive market;
3. The price to be paid to the vendor is fair, reasonable, and provides the best value to the City of Topeka; and
4. The request is not the result of inadequate advance planning or for purposes of securing the commodity from a preferred vendor.

The above statements are true and correct and no other material fact or consideration offered or given has influenced this recommendation for a sole source standardization, sole source, or emergency purchase.

Department Name Human Resources Requester Name Shawn Maisberger Signature Shawn Maisberger

Department Director Shawn Maisberger Signature Shawn Maisberger Approval Date 1/26/24

CONTRACTS AND PROCUREMENT SECTION Insurance ✓ Y N KS Project Exempt Certificate (PEC) Y ✓ N

Director of Contracts and Procurement Approval [Signature] Date of Approval 01.26.2024 Expiration Date 12.31.2029

PO Number(s) _____ V.01.2023



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
February 13, 2024

DATE:	February 13, 2024	
CONTACT PERSON:	Braxton Copley, Director of Public Works	DOCUMENT #:
SECOND PARTY/SUBJECT:	Professional Engineering Consultants PA (PEC)	PROJECT #: T-701049.00
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 005 Professional Services	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #: PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Public Works Engineering Contract between the City of Topeka and Professional Engineering Consultants (PEC), in an amount not to exceed \$643,000 for engineering services.

(Approval will authorize the City Manager to sign and execute the contract for an amount not to exceed \$643,000 for design and preparation of Topeka Boulevard Project T-701049.00 plans from 15th Street to 21st Street.)

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 the Governing Body approve the contract as part of the consent agenda.

BACKGROUND:

On June 7, 2023, the City received proposals from RFP bid event 2864 for Professional Engineering Services for engineering design and construction documents for Project No. T-701049.00, SW Topeka Blvd. (21st St. to 15th St.). The services include providing engineering design and construction documents for the complete

reconstruction of the roadway. After evaluations staff recommend entering into an agreement for services as specified with the most qualified firm for this particular project, Professional Engineering Consultants PA (PEC).

BUDGETARY IMPACT:

\$643,000

SOURCE OF FUNDING:

Resolution 9400

JEDO Half-Cent Sales Tax Funds

ATTACHMENTS:

Description

Contract

Event 2814 Preview

Event 2814 Scope of Work

PEC, PA Proposal T-701049.00

2024 CIP Page 701049.00

ADMINISTRATIVE ACTION FORM

Contact Person: Robert Bidwell

Date: 1/29/2024

Department/Division: Engineering - ENGR

Document #:

Document Type: Contract/Agreement

Council Approval Required?

Result of Bid Event? Yes

Bid Event # 2814

C&P

Legal

Category/Subcategory: 007 Contracts and Amendments / 002 Capital Projects - Consultant

Subject: 701049.00 Topeka Blvd - 15th Street to 21st Street Design project

Second Party: Professional Engineering Consultants

Start Date:

CIP Project: Yes

IT Impact: No

End Date:

Project #: 701049.00

Requested Action: Approve and Execute Document

Open Record Exception:

Financial Implications

Financial Impact: Yes

Included in Budget: Yes

Bond Funded: No

Total Contract Cost: 643000.00

One-Time Cost: 643000.00

On-going/Annual Cost: 0

Financial Summary
SW Topeka Blvd 15th to 21st
SALES TAX RES #9400
~~SEE~~ page 2 for accounting unit/project/activity information

Description

Professional engineering services on Topeka Blvd - 15th Street to 21st Street. These services include engineering design and construction documents for the construction of a five-lane arterial street, six/eight-foot share use path, sidewalk and drainage improvements.

Form Approval Routing

Department Director

331

1/30/2024

Mark Schreiner

Contracts & Procurement

Legal

Finance

City Clerk

Funding Details

Project# /Activity # 701049.00
Accounting Unit: 2750909105
Account: 53000
Funding Allocation 513000.00

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

Project# /Activity # 281250.10
Accounting Unit: 8213063800
Account: 53000
Funding Allocation 130000.00

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

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Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

Contract No. _____
Project No. 701049.00

**CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Professional Engineering Consultants (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on 701049.00 Topeka Boulevard – 15th Street to 21st Street. These services include engineering design and construction documents for the construction of a five-lane arterial street, six/eight-foot share use path, sidewalk, and drainage improvements (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. _____
Project No. 701049.00

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. 701049.00

- 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. 701049.00

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. 701049.00

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. 701049.00

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: Jason L. Fundis, PE – Project Manager
Professional Engineering Consultants, P.A.
400 S. Kansas Avenue, Suite 200
Topeka, KS 66603
(785) 233-8300

Owner: City of Topeka Engineering Division
620 SE Madison, 2nd Floor
Topeka, KS 66607
(785) 368-3842

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. 701049.00

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. 701049.00

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. 701049.00

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

CITY OF TOPEKA
Owner

By: Richard U. Nienstedt

Interim City Manager
Title

Date:

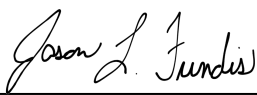
Attest:
City Clerk, Brenda Younger

Professional Engineering Consultants, P.A
Engineer


By: Alexander M. Darby

Vice President – Municipal Markets
Title

01/26/2024
Date:


Attest:
Jason L. Fundis, PE – Senior Associate

APPROVED AS TO FORM AND LEGALITY

DATE_____ BY_____

Contract No. _____
Project No. 701049.00

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Professional Engineering Consultants P.A.
Project Number & Name: 701049.00 –SW Topeka Blvd – SW 15th St. to SW 21st St.

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

The PROJECT provides for the reconstruction of SW Topeka Boulevard, from SW 15th Street to SW 21st Street. The reconstruction improvements will include construction of a five-lane arterial street with curb and gutter, storm sewer, six/eight-foot wide shared-use path, sidewalk, grading, and erosion control. Side roads and entrances will be reconstructed only as required to accommodate horizontal and vertical alignment modifications.

The Engineer agrees to provide the following services.

1. Basic Engineering Services:
 - a. Provide project correspondence and consultation with Owner.
 - b. Attend and assist in facilitating a pre-design kickoff meeting with Owner to formalize the design criteria and project boundaries, lines of communication and overall project procedures.
 - c. Provide project deliverables consisting of the following sealed by an Engineer licensed in the State of Kansas where applicable.
 - i. Concept Plans
 - ii. Field Check Plans
 - iii. Right-of-Way Plans
 - iv. Office Check Plans
 - v. Final Check Plans
 - vi. Bid Documents (including special provisions if necessary)
 - d. Provide an engineer's opinion of probable cost at concept, field check, office check, final check and bid document submittals.
 - e. Facilitate design review meeting with the Owner at each submittal stages as listed above.
 - f. Provide record drawings to the Owner based on the red-line marked-up plans within 30 calendar days after red-lined marked-up plans are provided to the Engineer by the Owner.
2. Field Survey Services
 - a. Set inter-visible control points in area of construction. Obtain reference ties.
 - b. Set benchmarks within area of construction.
 - c. Recover sufficient monumentation as required to enable drafting of boundary information.
 - d. Procure Ownership and Encumbrance Report(s) for subject parcel(s).
 - e. Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits.
 - f. Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.

Contract No. _____

Project No. 701049.00

- g. Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
 - h. Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
 - i. Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
 - j. Tree limits, groups of trees and specimen trees will be identified and shown in the drawing. Any trees four (4) caliper inches and larger shall be identified/shown
 - k. Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
 - l. The coordinate base will be Kansas State Plane NAD 83(2011) North Zone and the elevations will be referenced to the NAVD 88 datum.
3. Geotechnical Engineering Services:
- a. Provide appropriate One-Call utility locate system prior to arriving onsite.
 - b. Perform twenty-eight (12) subsurface borings to depths of approximately five (5) feet below existing grade.
 - c. Provide continuous sampling to boring termination. Sampling could consist of SPT or relatively undisturbed sampling (Shelby tube).
 - d. Obtain grab/bulk samples from auger cuttings, depending on site conditions.
 - e. Provide geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
 - f. Provide geotechnical recommendations, including earthwork, excavation, soil stabilization, pavement design parameters, and controlled fill.
 - g. Plug boreholes with sodium bentonite, auger cuttings, (spoils) and capped with similar materials.
 - h. Provide general cleanup of areas disturbed by geotechnical work.
4. Civil Engineering Services:
- a. Prepare plan drawings (and special provisions if necessary) in accordance with the current design criteria of the Owner. Below is a list of anticipated plan drawings/sheet index:
 - i. Title sheet
 - ii. General notes, project survey control, seal sheet & bid items
 - iii. Drainage sheets
 - iv. Typical sections
 - v. Plan & profile sheets – roadway and storm sewer
 - vi. Curb return profiles
 - vii. Paving plans
 - viii. Pavement marking and signing plans
 - ix. Construction sequencing and traffic control plans
 - x. Erosion control plans
 - xi. Cross sections
 - b. Propose a construction sequence for orderly construction of the project at Field Check submittal stage. Detailed construction sequencing, traffic control and detour plans will be provided after Field Check submittal has been accepted.
 - c. Identify proposed easements and right-of-way acquisitions needed for the construction of the proposed improvements at the Right-of-Way Plans submittal stage. Provide Property Exhibits, including legal descriptions and tract maps
 - d. Utility Coordination

Contract No. _____

Project No. 701049.00

- i. Compare record utility information/maps to surveyed utility information. Notify utility owners of any discrepancies and acquire updated utility information for location verification.
 - ii. Provide concept plans to utility companies for review.
 - iii. Facilitate utility coordination meetings. Provide electronic versions of agendas, meeting summaries, and associated graphics and materials to the utility owners and Owner.
 - iv. Identify potential utility conflicts with proposed project construction and determine critical areas defined as within 10 horizontal feet of construction where significant excavation is occurring.
 - v. Provide preliminary utility plans (Field Check) and utility conflict list to utility companies for their review, comment and use in developing respective utility relocation plans.
 - vi. Review utility relocation plans as provided by individual utility owners.
 - vii. Coordination relocation corridors between utility owners.
 - viii. Provide final utility plans (Office Check) to utility companies.
 - ix. Monitor progress of utility relocations for utilities to be relocated and report progress to the Owner monthly.
 - x. Request utility relocation completion from each utility owner by clear date/relocation deadline.
 - xi. Report cleared utilities to the Owner.
 - xii. Record PROJECT related correspondence with the utility companies.
 - e. Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the Notice of Intent (NOI) Form.
5. Landscape Architecture Services:
- a. Provide up to two conceptual planting plans in accordance with the City of Topeka planning ordinance, as well as any additional planting and screening as desired by the Owner/Stakeholder or identified by the project.
6. Public/Community Engagement Services
- a. The Engineer will facilitate up to four (4) stakeholder listening sessions. The Engineer will work with the Owner to identify stakeholders and stakeholder groups. The Owner will coordinate with the stakeholders and schedule the sessions. The Engineer will be available for in-person sessions for two (2) days and each stakeholder will have a time slot for their session. The Engineer will work with the Owner to develop a list of questions and discussion topics for the sessions. The Engineer will develop invites, graphics and other materials, facilitate the sessions and provide a summary of input received.
 - b. Participate in up to two (2) public meetings organized by the City of Topeka Staff, if requested. (Typically after Field Check and at Final Check stages)
 - c. Production of a project website tracking project design & construction updates. Production of a project website to be linked with design and construction for community engagement and information. Community engagement to also include production of traffic control infographics to be put on project website or to be used by City of Topeka to spread information of closure and/or detour route during construction.
7. Project Management Services
- a. Provide Consultant PM Role during design and construction per scope of Topeak On-Call PM Services.
 - b. Provide Quality Check Reviews and Coordination with the Owner at each submittal stage.
 - c. Provide electronic bid documents (.xlsx, .docx, and/or .pdf files) to the Owner for the online bidding process.
 - d. Respond to questions raised by plan holders during the bid advertisement period associated with the waterline project.

Contract No. _____

Project No. 701049.00

- e. Assist in the preparation of any addenda.
 - f. Attend and assist at pre-bid conference, if required. Assist in the preparation of the agenda. Assist in the preparation of minutes from the meeting and provide to Contracts & Procurement Division for distribution.
 - g. Assist in the preparation of the final opinion of probable construction cost and provide it to the Owner as an Excel (.xlsx) file.
 - h. Assist in the review of the bids. Make contact with contractor references and evaluate contractor qualifications as necessary.
 - i. Assist in the preparation of a bid tabulation sheet and submit as a Microsoft Excel (.xlsx) file.
 - j. Assist in the preparation of the recommendation of contract award to the Owner.
 - k. Assist in the preparation of the formal Contract Documents for execution by the Owner and selected contractor.
 - l. Construction Project Administration for the roadway reconstruction.
 - m. Shop Drawing/Submittal Reviews.
8. Waterline Design – City of Topeka Utilities Project No. T-281250.10
- a. The project is specifically defined as provide WATERLINE REPLACEMENT DESIGN services including preparation of all necessary construction drawings, technical specifications, and bidding documents for the construction of relocation/replacement of water distribution lines and appurtenances attendant and incidental to the SW Topeka Boulevard Road Improvements from SW 21st Street to SW 15th Street. The new waterline will include approximately 4,000 feet of 12” PVC line, tie-ins to existing water mains at 15th, 17th, and 21st, and a crossing of the Shunga Creek.
 - b. DESIGN PHASE SERVICES – WATERLINE
 - i. Meet with Owner’s staff at critical stages during design. A total of four (4) meetings are anticipated: Kickoff, 30-percent submittal, 60-percent submittal, and 90-percent submittal.
 - ii. Perform engineering design and plan sheet preparation for the pipeline and appurtenances including valves, hydrants, pavement, sidewalk, and drive entrance replacement outside the limits of the road project, utility adjustments for Owner’s facilities, and connections to existing water distribution system pipelines.
 - iii. Identify a preferred alignment for the project and present the alignment to the Owner for review and approval.
 - iv. Prepare plan and profile base drawings, using the survey data, at a scale of 1”=20’ horizontal and 1”=5’ vertical.
 - v. Prepare special details for elements that cannot be adequately depicted on the plan and profile sheets. Such items may include special connections to existing facilities, pipe restraint requirements, or other similar construction elements requiring specific detail.
 - vi. Prepare design drawings using Computer-Aided Drafting (CAD) software in accordance with Owner’s requirements.
 - vii. Prepare technical specifications.
 - viii. Prepare 30-, 60-, 90-, and 100-percent waterline drawing submittals for review and comment by the Owner. The 30-percent design submittal drawings shall include the location of proposed pipelines with respect to existing facilities and topographical features, proposed connection points, right-of-way lines, and general construction requirements. The 30-percent design submittal drawings will be submitted to the Owner for review and comment. The Owner’s comments shall be addressed in the 60-percent submittal. The 60-percent design submittal documents shall include complete designs for all facilities with all associated details and construction notes. Technical specifications will also be included with the submittal. The 90-percent design submittal documents will be submitted to the Owner for review and comment. The Owner’s comments shall be incorporated into the 100-percent submittal.
 - ix. Submit preliminary waterline construction cost opinions to the Owner with 60-percent design submittal and 90-percent design submittal.

Contract No. _____

Project No. 701049.00

- x. Utilize the procedures in the Owner's Design Criteria and Drafting Standards to identify and resolve utility conflicts.
- xi. Prepare the Public Water Supply Permit application. Respond to comments from review agencies.
- xii. The Engineer shall prepare record utility drawings showing changes made during construction including location of new facilities. The record drawings shall be furnished as one (1) paper copy in the same size as the original drawings and as an electronic copy in .pdf format. In addition, the Project Manual will be provided in '.pdf' format.

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. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes 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 change in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or design or due to any other causes beyond the Engineer's control.
2. Appraisal of properties, easements, and right-of-way.
3. Easement and right-of-way acquisition or vacation.
4. Platting and/or Zoning change processes.
5. ALTA/NSPS Land Title Survey.
6. Potholing/vacuum excavation of existing utilities.
7. Return trips for survey field location of excavated utilities.
8. Depiction of relocated as-built utilities on plans.
9. Procurement of Ownership and Encumbrance Reports.
10. Staking for Right-of-Way negotiations.
11. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
12. Additional topographical surveys for areas outside of the existing road project.
13. Additional geological services beyond that included in the existing road project.
14. Permitting application preparation beyond that provided for in Item 11 above, including but not limited to: Division of Water Resources (DWR); Wildlife & Parks; Historic Preservation; etc.
15. Fire hydrant flow testing and/or any other testing of the existing water system.
16. Services related to hazardous materials.
17. Hydraulic computer modeling of existing or proposed waterline systems, or any other calculations as necessary to determine appropriate sizing of the waterline.
18. Legal surveys and survey certificates required for waterline easement descriptions.
19. If requested by the Owner, provide resident construction observation and construction administration for the waterline construction.
20. Attendance at public meetings beyond those specifically identified in the above scope of services.
21. Structural design of retaining walls beyond those specifically identified in the above scope of services.
22. Alternate designs not specifically listed in the Scope of Services.
23. Resident Project Representative and periodic professional construction observation services.
24. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
25. Additional services not included in the above scope of services.
26. Franchise Utility Design.
27. Environmental site assessments/services.
28. Permit and review fees.
29. Artist consultation.
30. Handling of contaminated soils, if encountered during geotechnical investigation.

Contract No. _____
 Project No. 701049.00

**ATTACHMENT B
 TO
 AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
 Engineer: Professional Engineering Consultants, P.A.
 Project Number & Name: 701049.00 –SW Topeka Blvd – SW 15th St. to SW 21st St.

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 at Standard Hourly Rates per Attachment F, for a total not to exceed amount, including reimbursables, of \$643,000.00. Payment shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

FEE BREAKDOWN	
Survey & Geotechnical Services	\$45,700.00
Roadway Design Services	\$319,490.00
Waterline Design Services (T-281250.10)	\$130,000.00
Landscape Design Services	\$15,100.00
Community Engagement Services	\$42,700.00
Design PM Services	\$40,785.00
Construction PM Services	\$49,225.00
TOTAL	\$643,000.00

- 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 1.50 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.

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

- D. It is understood and agreed:

Contract No. _____

Project No. 701049.00

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. 701049.00

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Professional Engineering Consultants, P.A.]
Project Number & Name: 701049.00 –SW Topeka Blvd – SW 15th St. to SW 21st St.

OWNER'S RESPONSIBILITIES

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

1. The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:
2. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract including identification of any known private utilities not located by One-Call utility locate system and information related to any known and/or potentially hazardous subsurface conditions and/or history of site contamination.
3. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
4. 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.
5. Issue notices to proceed to the Engineer for each phase of the design services.
6. Assist PEC in facilitating the pre-bid meeting.
7. Permit fees.
8. Coordinate/schedule stakeholder listening sessions.
9. Identify, secure, and coordinate the location for the open houses and send out mailers, if desired.
10. Provide right of entry for Engineer's personnel in performing site visits, field surveys and inspections.

Contract No. _____

Project No. 701049.00

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Topeka, Kansas
Engineer:	Professional Engineering Consultants, P.A.]
Project Number & Name:	701049.00 –SW Topeka Blvd – SW 15th St. to SW 21st St.

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. 701049.00

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Professional Engineering Consultants, P.A.]
Project Number & Name: 701049.00 –SW Topeka Blvd – SW 15th St. to SW 21st St.

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 45 calendar days after Notice to Proceed by Owner.
 - b. Field Check - Engineer will submit field check drawings within 90 calendar days after Notice to Resume Work is given by Owner following Concept.
 - 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 90 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - e. Final Check – Engineer will submit final check drawings and specifications within 30 calendar days after the Notice to Resume Work is given by Owner following Office Check.
 - f. Bid Documents - Engineer will submit bid documents within 15 calendar days after the Notice to Resume Work is given by Owner following Final Check.
 - g. 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.

Contract No. _____
Project No. 701049.00

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Professional Engineering Consultants, P.A.]
Project Number & Name: 701049.00 –SW Topeka Blvd – SW 15th St. to SW 21st St.

2024 RATE SCHEDULE A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$230
Senior Project Manager	\$210
Project Manager	\$190
Senior Engineer.....	\$185
Project Engineer.....	\$160
Senior Landscape Architect	\$175
Landscape Architect.....	\$125
Senior Planner.....	\$170
Planner.....	\$150
Design Engineer.....	\$130
Senior Technician.....	\$145
Design Technician.....	\$110
Senior Commissioning Agent	\$150
Commissioning Agent	\$125
GIS Specialist	\$145
GIS Analyst	\$115
Project Coordinator	\$100
Project Assistant.....	\$90
Senior Field Project Manager.....	\$190
Field Project Manager	\$150
Senior Inspector	\$155
Inspector	\$120
Senior Field Technician.....	\$100
Field Technician.....	\$80
Driller	\$105
Land Surveyor.....	\$135
Party Chief.....	\$115
Survey Technician.....	\$95
*Premium time for all non-salaried personnel or as noted in the contract 1.5 multiplier	

REIMBURSABLES:

Infrared Camera	\$50/Hour
Structural Testing Equipment	\$50/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	IRS Rate/Mile
Truck Mileage.....	\$0.70/Mile

Contract No. _____
Project No. 701049.00

ATV	\$20/Hour
GPS	\$50/Hour
3D Laser Scanner	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use	\$75/Hour
Car Rental and Fuel.....	Cost plus 10%
Per Diem, Meals.....	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail. . .	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment.....	\$10/Each
Nuclear Gauge Equipment	\$20/Each
Compression Tests of Cylinders.....	\$12/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

**The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

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 IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: certs@imacorp.com														
License#: PC-1210733 PROFENG-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Valley Forge Insurance Company	20508	INSURER C: The Continental Insurance Company	35289	INSURER D: Allied World Surplus Lines Insurance Company	24319	INSURER E:		INSURER F:	
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INSURER D: Allied World Surplus Lines Insurance Company	24319														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 1379248729****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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div>	Y	Y	5088166136	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>	Y	Y	4034141898	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4034141884	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4034141903	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 Liability		Y	03139918	10/1/2023	10/1/2024	See Below for Limits & Deductibles

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

Professional Liability Limits: \$10,000,000 Per Claim; \$10,000,000 Aggregate.
 Deductibles: \$200,000 Deductible Per Claim; \$600,000 Policy Year Aggregate (includes defense expenses).
 General Liability and Automobile Liability include a Severability of Interest Clause, subject to the policy terms and conditions.
 Named Insured Includes: PEC Field Services, A Department of Professional Engineering Consultants, PA.
 Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.
 Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Topeka Engineering Division 620 SE Madison, 2nd Floor Topeka, KS 66607	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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AGENCY CUSTOMER ID: PROFENG-01

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY IMA, Inc. - Wichita		NAMED INSURED Professional Engineering Consultants,PA 303 S Topeka St Wichita, KS 67202-4309	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.

General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers Compensation Coverages include 30 day notice of cancellation, subject to the policy terms and conditions.

Umbrella Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability Policies, subject to the policy terms and conditions.

RE: PEC Job #230382-000.

Certificate Of Completion

Envelope Id: 864CAEC8191E41C1B2F971024AD5C9F1

Status: Sent

Subject: T-701049.00 Topeka Blvd - 15th Street to 21st Street - PEC Professional Engineering Consultants

Document Type: Contract/Agreement/Addendums/Renewals/Change Order

Department: Public Works

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 0

Lisa Gunnells

AutoNav: Enabled

lmgunnells@topeka.org

Enveloped Stamping: Enabled

IP Address: 98.168.117.239

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Lisa Gunnells

Location: DocuSign

1/29/2024 3:44:21 PM

lmgunnells@topeka.org

Signer Events**Signature****Timestamp**

Lisa Gunnells

Completed

Sent: 1/29/2024 3:53:28 PM

lmgunnells@topeka.org

Viewed: 1/29/2024 3:53:42 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 98.168.117.239

Signed: 1/29/2024 4:15:43 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark Schreiner

Mark Schreiner

Sent: 1/29/2024 4:15:45 PM

MSchreiner@Topeka.org

Viewed: 1/30/2024 10:22:54 AM

Engineer III

Signed: 1/30/2024 12:33:04 PM

City of Topeka

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 98.168.117.239

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Braxton Copley

BC

Sent: 1/30/2024 12:33:08 PM

bcopley@topeka.org

Viewed: 1/30/2024 1:12:09 PM

Director of Utilities

Signed: 1/30/2024 1:12:36 PM

City of Topeka

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication
(None)

Using IP Address: 76.109.100.118

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

AA - C&P Review

Sent: 1/30/2024 1:32:37 PM

Procurement Manager

Signing Group: AA - C&P Review

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

AA - Finance Review

Signing Group: AA - Finance Review

Security Level: Email, Account Authentication
(None)

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
AA - C&P		
Signing Group: AA - C&P Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
AA - Finance Director		
Signing Group: AA - Finance Director Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
AA - Legal		
Signing Group: AA - Legal Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CM - Approve		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Council Hold		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
AA - City Clerk Review		
Signing Group: AA - City Clerk Review Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
AA - City Manager		
Signing Group: AA - City Manager Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
AA - City Clerk		
Signing Group: AA - City Clerk Security Level: Email, Account Authentication (None)		

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Leigha Boling
 lboling@topeka.org
 Director of Contracts and Procurement
 City of Topeka
 Signing Group: AA - C&P Review
 Security Level: Email, Account Authentication (None)
 Using IP Address: 170.85.6.101

Sent: 1/30/2024 1:12:50 PM
 Viewed: 1/30/2024 1:16:01 PM
 Completed: 1/30/2024 1:32:35 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/16/2023 10:18:14 AM
 ID: 849048a5-2356-4715-b245-89f450fab387

AA - C&P Review

Signing Group: AA - C&P Review
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

AA - City Clerk Review

Signing Group: AA - City Clerk Review
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

AA - City Clerk

Signing Group: AA - City Clerk
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Glenn Roth
groth@topeka.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Bidwell
rbidwell@topeka.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/29/2024 3:53:28 PM
Envelope Updated	Security Checked	1/30/2024 1:12:45 PM
Envelope Updated	Security Checked	1/30/2024 1:32:36 PM
Envelope Updated	Security Checked	1/30/2024 1:32:36 PM
Envelope Updated	Security Checked	1/30/2024 1:32:36 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Topeka (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Topeka:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sschoonover@topeka.org

To advise Carahsoft OBO City of Topeka of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sschoonover@topeka.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Topeka

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sschoonover@topeka.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Topeka

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sschoonover@topeka.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Topeka as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Topeka during the course of your relationship with Carahsoft OBO City of Topeka.



CITY OF TOPEKA

Event # 2814-0

Name: Professional Engineering Services T-701049.00

Reference: SW Topeka Blvd., SW 21st St to SW 15th St.

Description: The City of Topeka is requesting proposals for professional engineering services for Project No. T-701049.00, SW Topeka Blvd. (21st St. to 15th St.). The services include providing engineering design and construction documents for the complete reconstruction of the roadway.

Buyer: Glenn Roth

Status: Draft

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: 05/11/2023 03:01:00 PM

Open: 05/11/2023 03:00:00 PM

Q & A Close: 06/01/2023 05:00:00 PM

Close: 06/07/2023 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.

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.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications, or any term or condition that they believe restricts competition, bidders must contact, in writing, the Procurement Buyer assigned, no later than five (5) days prior to bid closing. Upon receipt, the Procurement Buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid letting or a bid award.

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

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Event # 2814-0: Professional Engineering Services T-701049.00

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 NameCompany Address

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

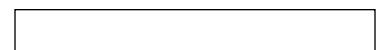
All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

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.



Event # 2814-0: Professional Engineering Services T-701049.00

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 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: _____

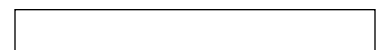
Terms and Conditions

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



Event # 2814-0: Professional Engineering Services T-701049.00

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:

- 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



Event # 2814-0: Professional Engineering Services T-701049.00

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:

(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

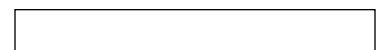
(g) Organizational chart

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.



Event # 2814-0: Professional Engineering Services T-701049.00

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:

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

Attachments

Attachment

Event 2814 Professional Engineering Services T-701049.00 SW Topeka Blvd..pdf

Commodity Codes

Event # 2814-0: Professional Engineering Services T-701049.00

Commodity Code	Description
918	CONSULTING SERVICES
925	ENGINEERING SERVICES, PROFESSIONAL

Line Details

Line 1: Professional Engineering Services SW Topeka Blvd.

Description: Enter 1.00 in the unit price field and upload your technical proposal. Pricing proposals are not being solicited at this time and will be negotiated with the selected firm. You must click "Submit" to submit your proposal.

Item: SW TOPEKA BLVD. 21ST TO 15TH 701049.00

Commodity Code: 925 ENGINEERING SERVICES, PROFESSIONAL

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2023

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	2750909105	53000	100.000%



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

PROFESSIONAL ENGINEERING SERVICES ROADWAY RECONSTRUCTION SW TOPEKA BOULEVARD SW 21st STREET TO SW 15th STREET T-701049.00

I. Purpose for Request

The City of Topeka (City) is requesting proposals for professional engineering services for Project No. T-701049.00, “SW Topeka Boulevard (SW 21st Street to SW 15th Street)” (the Project). The services include providing engineering design and construction documents for the complete reconstruction of the roadway.

II. Background Information

SW Topeka Boulevard is a five-lane arterial roadway that serves as a major north-south route through the heart of the City. The corridor from SW 21st Street to SW 15th Street consists primarily of commercial and business development. The Stormont Vail Events Center, a major regional multi-event venue, is located on the west side of SW Topeka Boulevard between SW 21st Street and SW 17th Street with the main entrance on SW Topeka Boulevard across from SW 19th Street.

The project is anticipated to begin north of the SW 21st Street intersection at the northern terminus of the SW 21st Street & SW Topeka Boulevard intersection reconstruction project (scheduled for construction in 2024) and end at the existing asphalt/concrete pavement transition south of the SW 15th Street intersection. See image below for a map of the general project location.

The existing pavement condition on SW Topeka Boulevard from SW 21st Street to SW 15th Street consists of significant surface distresses and pavement failures that will require complete reconstruction of the roadway. City utilities, curb and gutter, sidewalks, sidewalk ramps, and other roadway features are to be evaluated for replacement with this project. The existing traffic signals at the SW 17th Street and SW Topeka Boulevard intersection were replaced a few years ago and are not included in this project. Bid alternates for both asphalt and concrete pavement are to be included with this project.

The proposed project schedule includes survey and design beginning in 2023; utility relocation and right-of-way acquisition, if necessary, to occur in 2024; and construction to occur in 2025 and 2026. Construction is anticipated to be phased over two construction seasons in order to carry traffic and provide access during construction.

III. Scope of Services

This project will produce a set of drawings and project manual for a roadway reconstruction 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:

- a. Meet with City staff at critical stages throughout design.
- b. Perform field and topographic surveys.
- c. Perform CCTV inspections of all enclosed storm sewers with the project limits.
- d. Perform investigative soil borings.
- e. Coordinate with other City utilities and private utility owners.
- f. Design roadway improvements including curb and gutter, storm sewer, and pavement markings/signing as necessary.
- g. Prepare temporary easement, permanent easement, and/or right-of-way descriptions as necessary.
- h. Develop construction phasing and traffic control plans to carry traffic during construction.
- i. Develop and submit conceptual drawings (30% complete) with an estimate of probable construction costs (EPCC).
- j. Develop and submit field-check drawings (60% complete) and an updated EPCC.
- k. Facilitate two (2) public meetings: the first to be held after field-check drawings are complete to introduce residents to the project and gather input; the second to be held after the bid letting, but prior to construction.
- l. Develop and submit office-check drawings and project manual (90% complete) and an updated EPCC.
- m. Develop and submit final drawings, project manual, invitation to bid, bid form, and a final EPCC for the purpose of bidding the project.
- n. Respond to questions from prospective bidders as necessary.
- o. Prepare addenda as necessary.
- p. Prepare a tabulation of bids and make a recommendation of award for construction.

IV. Deliverables

Final project drawings, project manual with technical specifications, and cost estimates will be completed in conjunction with the proposed schedule indicated above. The Design Firm chosen for performing the design services will also provide Project Management services for this project.

V. City Resources to Be Provided

All information that the City has relating to the project will be made available to the selected firm.

VI. 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 0.75" and font size not smaller than 10. The proposal should include the following:

- a. Project understanding
- b. Project approach

- c. Company background
- d. Similar experience
- e. Project team
- f. Proposed design schedule
- g. Exhibit (optional; limit 1 page; e.g. preliminary alignment for the Project, plan-profile sheet from a previous project)

VII. Selection Process

The City will review all submittals and select the Firm that is deemed most qualified to begin the negotiation process for the scope of services and schedule of fees. If the City and the selected Firm cannot agree on scope and/or a schedule of fees, the City may terminate negotiations and proceed with selecting another Firm. Proposal evaluation scoring will be based primarily on the following considerations:

- a. 20% Project Understanding
- b. 20% Project Approach
- c. 15% Company Background
- d. 15% Similar Experience
- e. 15% Project team
- f. 15% Proposed Design Schedule





REQUEST FOR PROPOSAL NO. – T-701049.00

Roadway Reconstruction SW Topeka Boulevard
SW 21st Street to SW 15th Street

JUNE 2023



June 7, 2023

City of Topeka
Contracts and Procurement Division
215 SE 7th Street, Basement, Room 60
Topeka, KS 66603-3983

Re: Professional Engineering Services for SW Topeka Boulevard
Between SW 21st Street and SW 15th Street
T-701049.00

Dear City of Topeka:

We are excited for the opportunity to serve the City of Topeka as a trusted partner for this project. PEC's purpose is to energize communities, shape the future, and guide the way. We truly believe this project will allow us to carry out our purpose, providing a very real improvement to the quality of life for citizens of Topeka.

PEC's proposed multidisciplinary team of planning and engineering professionals is formed around the leadership of Jason Fundis, PE. He is supported by a strong, local team with the experience and proven track record of delivering successful projects. We provide comprehensive services to take you from concept all the way through construction.

We have worked closely with City of Topeka staff on numerous transportation projects. These experiences produced important knowledge of the city's transportation systems and an understanding of the issues important to you. Your selection of our team provides the following benefits to the City of Topeka:

- Unmatched local design expertise – We provide relevant City of Topeka design expertise in all the major components of the project including field survey, roadway and storm water design, traffic engineering, utility coordination/design, and have newly added a geotechnical team in Topeka to help serve NE Kansas.
- We are your innovative solutions provider – We offer right-sized alternatives for all project challenges, with pros and cons, allowing the city's decision-makers to make well-informed decisions.
- We provide a holistic approach focusing on value to the City of Topeka – We prioritize cost and risk reduction opportunities such as utility impacts, property impacts, and constructability early in the design process. This ensures that the project will follow the city's budget and schedule.
- Your project dollars will be reinvested in the community – many PEC staff and their families live, work, and play in Topeka.

Our success is measured by what we give back — a successful project enhancing the quality of life for Topeka's residents and businesses for generations. Please contact us with questions or for additional information.

As requested in the Terms and Conditions:

- (a) Professional Engineering Consultants, PA will serve as the prime contractor for this project. There are no subcontractors anticipated for this project.



- (b) Professional Engineering Consultants, PA is a privately-held professional association formed under the laws of the State of Kansas.
- (c) Professional Engineering Consultants, PA has not induced any other person or firm to submit or not to submit a proposal.
- (d) Professional Engineering Consultants, PA does not discriminate in employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin or disability.
- (e) No cost or pricing information has been included in this transmittal letter or the Technical Proposal.
- (f) Professional Engineering Consultants, PA presently has no interest, direct or indirect, which would conflict with the performance or services under this contract and shall not employ, in the performance of this contract, any person having a conflict.
- (g) Ben M. Mabry, PE, 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) Professional Engineering Consultants, PA 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) Professional Engineering Consultants, PA 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 Professional Engineering Consultants, PA 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 Professional Engineering Consultants, PA for the purpose of securing business.

Directly following this letter, please see our Vendor's Qualifications as requested in the RFP.

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Benjamin M. Mabry, PE
Principal-in-Charge

Jason L. Fundis, PE
Point-of-Contact, Project Manager

VENDORS' QUALIFICATIONS

a) Date Established

Professional Engineering Consultants, PA (PEC) was established in 1965.

b) Ownership

PEC is a privately-held professional association formed under the laws of the State of Kansas.

c) Number of personnel, full and part-time, assigned to this project by function and job title

There will be thirteen PEC personnel, all of which are full-time employees. The key team members are listed below:

- Ben Mabry, PE – Principal-in-Charge
- Tim Aziere, PE, PTOE – Quality Review
- Jason Fundis, PE – Point-of-Contact, Project Manager
- Madison Schoemann, IE - Roadway Design
- Kyle Kelsey, IE - Roadway Design, Storm Sewer Design
- Amy Lueking, PE - Storm Sewer Design
- Kristen Zimmerman, AICP - Planning and Community Engagement
- Alex Darby, PE - Utility Coordination and Design
- Brian O'Keefe, PS - Topographical Survey/Property Acquisition Documentation
- Greg McDowell, PS - Topographical Survey/Property Acquisition Documentation
- Scott Canfield, PE, PTOE - Phasing/Traffic Control Design
- Luke Peter, PE, PTOE - Phasing/Traffic Control Design
- Bob Henthorne - Geotechnical
- The design for this project will be performed by our municipal transportation team in the Topeka office with assistance provided by staff in the Wichita office.

d) Data processing resources and the extent they are dedicated to other matters

PEC's Topeka office has 15 workstations dedicated 100% to the daily business of transportation and municipal engineering design. We have other workstations that are available on a demand basis. Additional engineering resources are available in seven other offices in Kansas, Missouri, Oklahoma, and Colorado.

(e) Location of project within the vendor's organization

This project's point-of-contact, Jason Fundis, is located in our Topeka office, which is located within 10 minutes of the project location.

(f) Relationship of the project and other lines of business

PEC has been serving cities and counties in Kansas with a full range of services for more than 57 years.

(g) Organizational Chart

Please see Section 3 Project Team.



TABLE OF CONTENTS

SECTION ONE

PROJECT ABSTRACT

PROJECT UNDERSTANDING

PROJECT APPROACH

PROPOSED DESIGN SCHEDULE

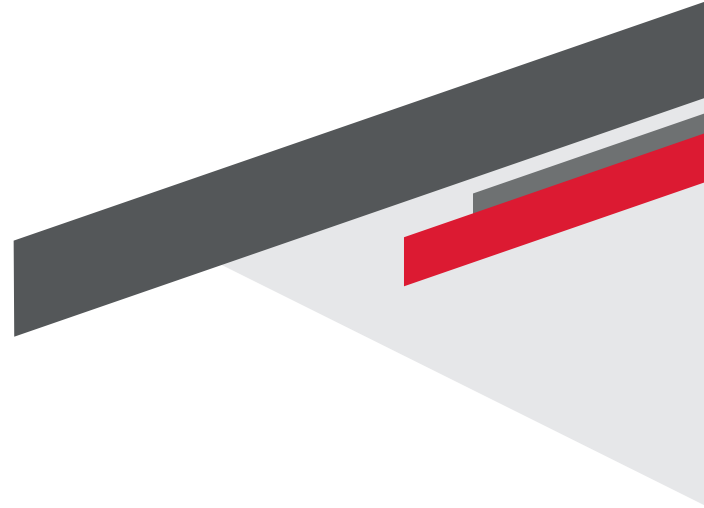
EXHIBIT

SECTION TWO

SIMILAR EXPERIENCE

SECTION THREE

PROJECT TEAM



SECTION ONE
PROJECT ABSTRACT
PROJECT UNDERSTANDING
PROJECT APPROACH
PROPOSED DESIGN SCHEDULE
EXHIBIT



CITY OF TOPEKA

Roadway Reconstruction SW Topeka Boulevard SW 21st Street to SW 15th Street

PROJECT UNDERSTANDING

The City of Topeka issued the RFP to provide engineering services and construction documents for the reconstruction of Topeka Boulevard from 21st Street to 15th Street. Topeka Boulevard is a very heavily traveled arterial and leaves a lasting impression on residents and visitors of Topeka. The best street in Topeka should be the one named after it and the push to “Bring Back the Boulevard” has the goal to improve the overall look and performance of the corridor to help with the economic growth of the surrounding areas.



Boulevard Familiarity

Professional Engineering Consultants called the 1200 block of Topeka Boulevard its home for 12 years before outgrowing the office and needing to relocate to our current location. Many current PEC employees remember how much the Boulevard deteriorated over our time there and are ecstatic to see this project come to fruition.

PEC is currently designing the reconstruction of the intersection of 21st and Topeka Boulevard as well as the stretch of Topeka Boulevard from 29th to 21st. We hope to seamlessly work the design of this section of Topeka Boulevard from 21st to 15th into the other projects. This will relieve headaches for the City by having to coordinate with multiple contacts and firms that would collaborate on the design. Minor differences in design elements can cause major problems during construction. With these projects we have collected full topographic survey at the intersection of 21st and Topeka and drone flown aerial imagery and LiDAR from 29th Street past 15th Street in preparation for this future project to come out and to save money for the city on project costs. PEC also provides engineering design services to Kwik Shop and designed the location at the corner of 17th and Topeka in 2016.

Meeting City Expectations

An interactive approach is to be used in order to ensure the planning and design services provided by PEC all meet City expectations. Working with City staff, City council, and the general public throughout the project will lead to a consensus of all involved. Jason Fundis, PE will be the Project Manager and Alex Darby, PE will lead any needed utility coordination. Jason and Alex both have numerous projects completed with the City previously, and both are familiar with expectations and staff. Ben Mabry PE will be the Principal-in-Charge for the project. Ben is very familiar with the City’s expectations, as he has worked for years on City projects. Tim Aziere PE, PTOE will provide quality control for the project. Additional staff and their roles are included in project organizational chart.



PROJECT APPROACH

Maximizing Improvement, Limiting Cost

PEC knows how important it is to Topeka to improve the existing roads to support the growth of the City. Prioritizing the most critical improvements will be the first step for this stretch of Topeka Boulevard. Since the project will be replacing the pavement, the existing city utilities should be evaluated to minimize future replacements within road. A majority of the curb is still in good or great condition, so that will be helpful to the overall cost savings of the project to minimize those replacement. PEC's current approach for Topeka Boulevard from 29th to 21st is design from aerial and LiDAR with field topography to be picked up as needed. This approach could work the same for this portion of Topeka Boulevard to further minimize the cost to the city without effecting the quality of work.

To the project specific, we plan to replace curb and gutter where there is extensive damage to the existing curb. Currently, we have only identified 2 locations where this would be needed, those locations being on the east side of the road north of the bridge in front of Speedy Brakes and on the east side of the road north of 21st in front of DriveTime. Sidewalk will be evaluated on a case-by-case basis for replacements and the sidewalk ramps will be replaced where needed to meet ADA compliance and City of Topeka standards. We have counted 68 sidewalk ramps that will need to be evaluated for ADA compliance. Another important factor with this project will be increasing the longevity of the pavement. PEC's Vice President of Geotechnical Engineering, Bob Henthorne, works in our Topeka office and is well versed in selecting proper pavement sections and assessing the best course of action to keep the Boulevard pristine. Options for the roadway can include full depth concrete, full depth asphalt, or concrete base with an asphalt surfacing composite. It will be imperative to future proof the Boulevard to allow ease to maintain and keep the Boulevard looking good while also balancing the long-term integrity of the pavement. Overall, PEC will balance the funding and improvements for the traveling public. It is important to find these cost-saving measures along this project while also delivering the highest quality of product to Topekans.



Making the Boulevard Drain

With the full reconstruction of the pavement, it would be an opportune time to evaluate other improvements to the corridor – particularly the storm sewer. This would include evaluating the surface and subsurface components of drainage. PEC would ensure that the existing storm network is adequately sized to handle large rainfall events. We do this using the Topeka modified rational method that we input into Civil 3D's storm sewer model and is evaluated using the Analyze Gravity Network (AGN) tool. This allows us to make real time edits to the storm sewer and see the effects instantly in our plans. We can then evaluate hydraulic grade lines to show the impacts without having to export a static model and then reiterate this process until something works. This makes storm sewer design much easier to present and solve pipe routing or capacity issues quickly. Increasing the subsurface drainage with underdrains at sump inlets and on-grade inlets under 0.6% longitudinal slope would drastically improve the pavement longevity. We will evaluate the surface drainage of the entire road to ensure nothing gets overlooked and any existing drainage issues are mitigated.

Getting the Public Involved

PEC understands the importance of listening to the community, the residents and businesses that will be most heavily impacted by this project. The Boulevard is always a hot item when road quality is discussed with Topekans. To ensure we produce the best possible product for the everyday users of this corridor it will be important to listen to improvements they would like to see and the benefits that can be accomplished. We will provide a design that meets the goals and objectives of all the stakeholders to Topeka Boulevard. Engaging the community with public information meetings early and often in the design process to get input on what requirements the people who utilize the roadway want and make accommodations to satisfy public requests in cooperation with City staff needs. Providing project consensus is critical to successful implementation for current and future projects. A method we have found beneficial to public engagement is utilizing a project website that will house all information that stakeholders need to know about construction on Topeka Boulevard. The website will be tied to the City's current website and will be used during design and throughout construction to communicate construction phasing, detours, and scheduling. PEC provided ArcGIS StoryMap for the East Side Interceptor Rehabilitation project that was recently finished for the City of Topeka. This story map included the aspects that get the public to buy-in and understand the nuances of the project.



Utility Coordination

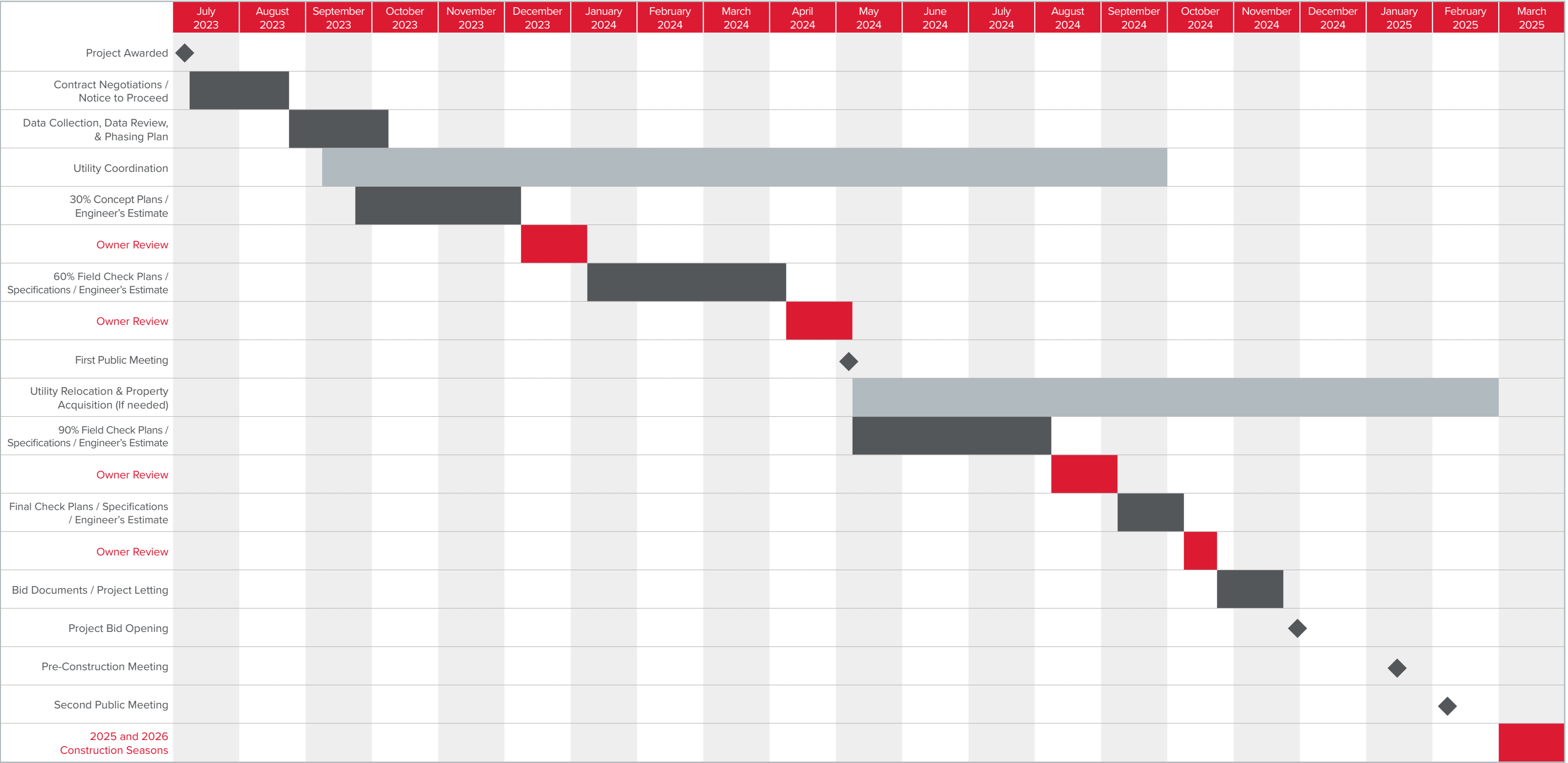
PEC is currently designing the 21st and Topeka Boulevard intersection, so our team knows about the utilities in this corridor and the importance of minimizing the impacts on them. The key to utility coordination will be clear communication of the project improvements and required relocations with public and private utilities throughout the design process.

Our process overcomes the challenges utility coordination presents including:

- Collecting and depicting the existing utility information
- Identifying the proper alignment for relocations
- Managing the schedule
- Tracking the progress of physical relocations
- Assembling the information in a format that everyone will understand

PROPOSED DESIGN SCHEDULE

The scheduling of this project will work directly with the timelines of both the 21st Street & Topeka Boulevard intersection improvement project and the Topeka Boulevard (29th to 21st) roadway improvement project that PEC is under contract to design. The current workload of the PEC’s team would align perfectly to seamlessly fit the design of this project into the other current improvements projects on Topeka Boulevard.







SECTION TWO SIMILAR EXPERIENCE



CITY OF TOPEKA

Roadway Reconstruction SW Topeka Boulevard SW 21st Street to SW 15th Street



SW 10TH STREET IMPROVEMENTS WANAMAKER TO FAIRLAWN

TOPEKA, KS

This mile-long project continued the conversion of a 2-lane rural section with ditches to a 3-lane curb and gutter urban arterial. This route provides access to multiple living facilities and residential properties. New pedestrian and bicyclist amenities are provided with a 5-foot wide sidewalk on the south side of 10th Street and a 10-foot wide shared use path on the north. Additional complete streets components include provisions for transit stops, pedestrian crosswalks, and energy-efficient LED street lighting. To allow access to all properties, a two-year construction sequencing program was implemented to allow access to all properties.



SERVICES PROVIDED

Utility Coordination – SUE QLA | Public Involvement | Construction Sequencing | Traffic Control
Pavement Design | Pavement Markings | Sidewalks | Storm Sewer System
Waterline | KDHE NOI Permit | Geotechnical Investigation | Construction Administration



SW 17TH STREET IMPROVEMENTS

I-470 TO SW MACVICAR TOPEKA, KS

This 2.75-mile-long project is to repair and replace the outdated 3-lane collector with a new 3-lane roadway. The project will modernize the streets and intersections by using current design criteria, including a new roundabout at 17th and Oakley. A 10-foot wide shared-use path will stretch along the north side of the roadway, paired with a new 5-foot wide sidewalk on the south. This route provides access to a variety of property types including restaurants, churches, elementary schools, law firms, apartment units, shopping centers, cemetery, banks, and several residential properties. Additional complete streets components in this project include on-street parking in the business district, high quality streetscaping and landscaping, provisions for transit stops, pedestrian crosswalks at key locations along the corridor, and energy-efficient LED street lighting. The project is currently in the design phase and is on schedule for construction to begin in 2023.

SERVICES PROVIDED

Utility Coordination – SUE QLA | Public Involvement | Construction Sequencing
Traffic Control | Roundabout Design | Traffic Signal Design | Pavement Design | Pavement Markings
Sidewalks | Storm Sewer System | Sanitary Sewer | Waterline | KDHE NOI Permit
Geotechnical Investigation | Construction Administration | Construction Inspection





TOPEKA, KANSAS | PROJECTS

10th STREET IMPROVEMENTS | FAIRLAWN ROAD TO GAGE BOULEVARD

This mile-long project converted a 2-lane rural section without shoulders to a 3-lane urban arterial. The route provides access to Gage Park, a neighborhood commercial center, multiple senior living facilities, and residential properties. New pedestrian and bicyclist connectivity is provided with a 5-foot sidewalk on the south and a 10-foot shared-use path on the north, adjacent to the park.

SW CLAY STREET | 6th STREET TO 10th STREET

The project replaced the deteriorating street, provided new curb and gutter, replaced the water main, and repaired broken sidewalks and ramps to bring the area into compliance with ADA regulations. In addition, PEC provided utility coordination, geotechnical investigation, and construction inspection. This project won the APWA 2018 Kansas Project of the Year in Historic Preservation (under \$5M) category.

SW BELLE AVENUE | 17th STREET TO 21st STREET

This project included pavement assessment and design of a 2-lane asphalt roadway with curb and gutter, concrete pavement at intersections, traffic signal loop replacement, and pavement markings. Construction phasing was unique because it included more than forty driveways in a half-mile stretch. Coordination with Topeka West High School was also required in order to safely provide access to student drivers during construction.

29TH & BURLINGAME | INTERSECTION IMPROVEMENTS

ADA accessibility was the primary focus for this project. In addition to accessible push-button ramps, crosswalks, and more, the project included more than 6,100 square yards of full depth concrete pavement reconstruction and traffic signal replacement. Two legs also received mill and overlaying past the full depth section of the roadway.

SE 45th STREET IMPROVEMENTS | SE TOPEKA BOULEVARD TO SE CALIFORNIA AVENUE

This project reconstructed two miles of an existing 2-lane suburban arterial roadway into a 5-lane roadway with curb, gutter, storm sewer, and detention ponds. The intersection at SE 45th Street and California Avenue is a dual-lane roundabout that provides for a future intersection volume of 32,000 vehicles per day.

SW 10th STREET PEDESTRIAN BRIDGE | OVER WANAMAKER STORMWATER BASIN

PEC designed a new, 120-foot long prefabricated structural pedestrian bridge with a 10-foot wide shared-use path on the north side of SW 10th Street. PEC assisted the City of Topeka with applying for a grant for additional funding for the shared-use path and pedestrian bridge between Wanamaker Road and Robinson Avenue.

LAWRENCE, KANSAS | PROJECTS

UNIVERSITY OF KANSAS | CENTRAL DISTRICT DEVELOPMENT

This project involved a design-build, Public-Private Partnership redevelopment of a portion of the campus. PEC's municipal services, municipal transportation, electrical, structural, mechanical, and survey divisions designed major portions of the massive project. PEC was responsible for the complete site design – regrading, new streets, parking lots, water system, wastewater lines, drainage system, and stormwater detention.

19th STREET RECONSTRUCTION | IOWA TO NAISMITH

The project widened a 2-lane to a 3-lane street with bike lanes on either side and constructed during summers to minimize impact on KU students. The design was split into two phases. Phase A reconstructed 19th Street from the west Oliver Hall entrance to the sidewalk tie-in at Alabama Street. Phase B ran from the intersection of 19th and Iowa Street easterly to the west entrance of Oliver Hall.

WICHITA, KANSAS | PROJECTS

MCLEAN BOULEVARD | MAPLE STREET TO DOUGLAS AVENUE

PEC was part of the design-build team for a new multi-sport venue/baseball stadium in downtown Wichita. PEC's services included field survey, geotechnical, platting, utility main design, site civil design mechanical, electrical and structural engineering design of the stadium and team buildings and the McLean Boulevard reconstruction.

37th STREET NORTH RELOCATION | HILLSIDE TO OLIVER

PEC conducted master planning and engineering services to expand Koch Industries' Wichita campus from 143 acres to 343 acres while adding a new 3-story, 800,000 SF office building and four security and entry gate houses. PEC provided civil engineering design services for the relocation of approximately one mile of arterial roadway.





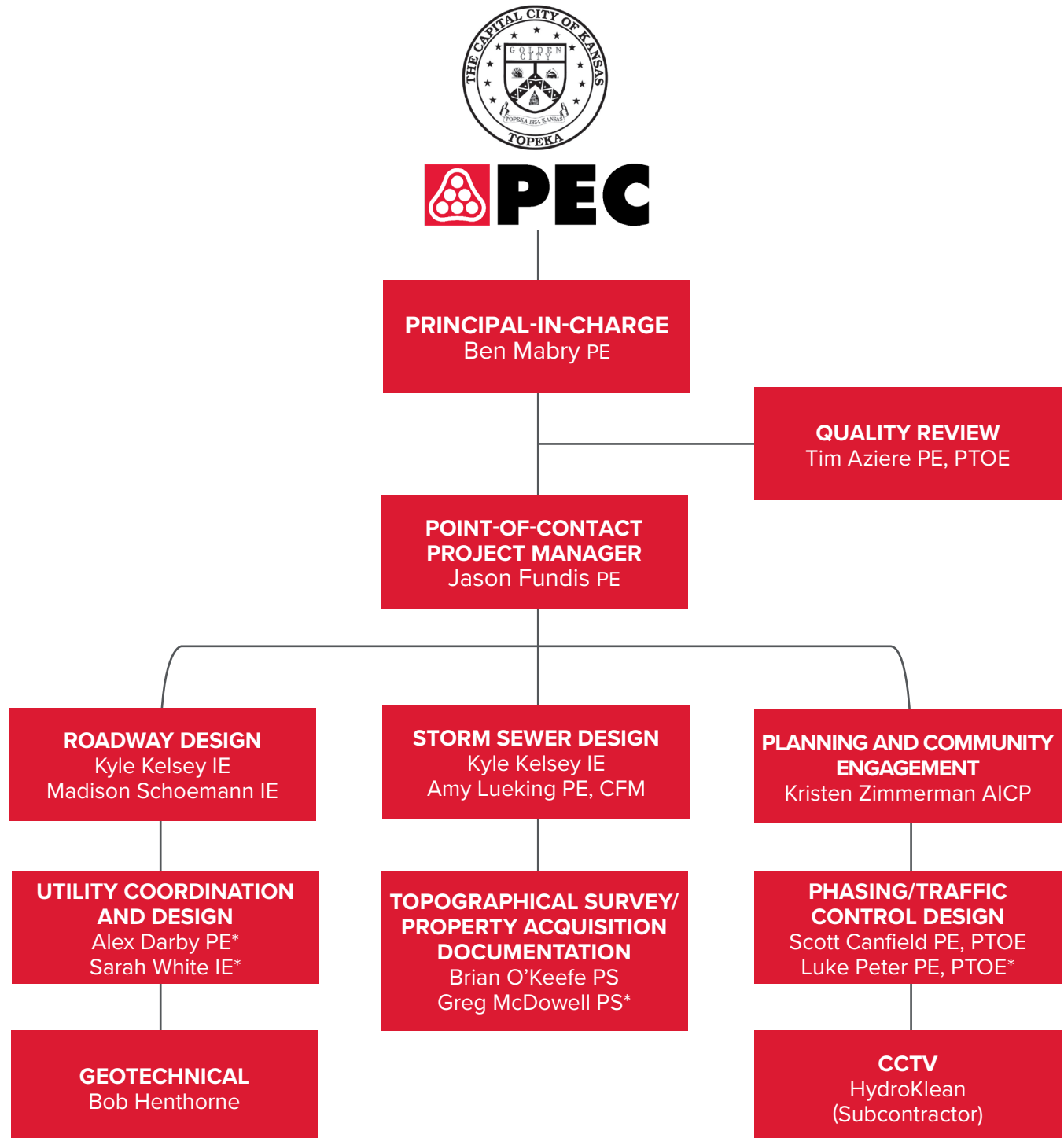
SECTION THREE PROJECT TEAM



CITY OF TOPEKA

Roadway Reconstruction SW Topeka Boulevard SW 21st Street to SW 15th Street

The designated professional and technical staff have the available hours to dedicate to this project. We will commit our resources to complete this project within the city's timeframe.



* Resumes available upon request



Civil Engineering

Drainage/Stormwater
Municipal Services
Municipal Transportation
Traffic Engineering
Transportation
Water/Wastewater
Water Resources

Field Services

Construction Materials Testing
Construction Observation
Geotechnical Engineering
Special Inspections
Survey

Specialty Services

3D Laser Scanning
Construction/Project Management
Geographic Information Systems (GIS)
Ground Penetrating Radar (GPR)
Infrared Thermography
Planning
Virtual Design & Construction

We pride ourselves on **energizing** the communities around us, **engineering** lasting relationships, shaping the **future**, and **guiding** the way.

For more than half a century, we have been at the forefront of developing innovative solutions with a level of engineering excellence that fosters prosperity and brings opportunity to communities.

Founded in 1965, Professional Engineering Consultants (PEC) is a full-service firm providing holistic and sustainable solutions to both public and private sectors across the United States and beyond. With offices spanning Kansas, Missouri, Oklahoma, and Colorado, we have more than 350 employees and PE licenses in all 50 states.

We are a team of proactive problem solvers and take pride in the diversity of expertise within our company. Our deep understanding of the market, technology, and regulations that govern the work we do allows us to create forward-thinking solutions that are effective and economical for our clients and create value for their communities.

We understand the crucial role the community plays in shaping and influencing businesses, regardless of size or sector. Our expertise works quietly in the background, positioning you as the champion for your community. From the roads and bridges connecting them, and the energy powering them, to the hospitals healing them, and schools teaching them, we know when you succeed- your community succeeds, and that is what matters most.

BENJAMIN M. MABRY PE PRINCIPAL-IN-CHARGE



18 YEARS
Experience

- 17th St & Utility Improvements, I-470 to SW MacVicar; Topeka, KS
- SW 10th St Improvements, Fairlawn Rd to Gage Blvd; Topeka, KS
- SW Clay St Improvements, 6th St to 10th St Waterline; Topeka, KS
- SW Belle Ave Improvements, 17th St to 21st St; Topeka, KS
- NW Tyler St Improvements, Lyman Rd to US-24 Highway; Topeka, KS

Ben is Vice President of Municipal Transportation Engineering and is responsible for managing PEC's teams assigned to roadway study and design projects of all sizes. Ben's experience as City Engineer in several communities in Kansas provides a real world perspective and an appreciation for the challenges city governments face. Ben has extensive municipal transportation engineering experience. As Principal-in-Charge, Ben will be responsible for making certain all project challenges are met by the design team.

JASON L. FUNDIS PE POINT-OF-CONTACT, PROJECT MANAGER



15 YEARS
Experience

- 17th St & Utility Imp, I-470 to SW MacVicar; Topeka, KS
- SW 10th St & Waterline Improvements, Fairlawn Rd to Gage Blvd; Topeka, KS
- SW 10th St & Waterline Improvements, Wanamaker Rd to Fairlawn Rd; Topeka, KS
- SW Clay St & Waterline Improvements, 6th St to 10th St; Topeka, KS

Jason serves as a Municipal Transportation Team Lead in PEC's Topeka office. Jason's team is responsible for design, plan, and specification development for municipal transportation and site civil projects including grading, paving, drainage, and geometric design. His design experience includes drainage analysis, environmental protection, storm sewer, roadway design, traffic control design, and site civil design.

TIM AZIERE, PE, PTOE QUALITY REVIEW



32 YEARS
Experience

- New York Transmission Main; Lawrence, KS
- NE Water Transmission Main; Wichita, KS
- NW Water Transmission Line and Pedestrian Bridge; Wichita, KS
- NW Water Transmission Line at Zoo Boulevard; Wichita, KS

KYLE KELSEY, IE ROADWAYS/STORM SEWER DESIGN



4 YEARS
Experience

- 17th Street & Utility Improvements, I-470 to SW MacVicar; Topeka, KS
- SW Kent Place, N of SW 10th Ave St Repair; Topeka, KS
- SE 6th Ave, Norwood to Rice Street Repair; Topeka, KS
- SE 6th Ave & Golden Intersection Repair; Topeka, KS

MADISON SCHOLEMANN, IE ROADWAY DESIGN



1 YEAR
Experience

- 17th Street & Utility Improvements, I-470 to SW MacVicar; Topeka, KS
- SW Kent Place Pavement Rehabilitation; Topeka, KS
- SE 6th Ave Repair Norwood to Rice; Topeka, KS
- West St from 47th St to MacArthur; Wichita, KS

AMY LUEKING, PE, CFM STORM SEWER DESIGN



16 YEARS
Experience

- 119th Street West from Kellogg Avenue to Maple Street and Pawnee Street to Kellogg; Wichita, KS
- K-96 Highway & Greenwich Rd Interchange Improvements; Wichita, KS
- Washington Street from Lewis Street to English Street; Wichita, KS

KRISTEN ZIMMERMAN, AICP PLANNING AND COMMUNITY ENGAGEMENT



29 YEARS
Experience

- 17th Street, I-470 to SW MacVicar; Topeka, KS
- Academy Avenue Improvements, Maize Road to Cathey Street; Maize, KS
- Water Master Plan Update and Corrosion Control Study; Haysville, KS

BRIAN O'KEEFE, PS TOPOGRAPHICAL SURVEY/PROPERTY ACQUISITION DOCUMENTATION



21 YEARS
Experience

- SW Randolph Avenue Water Transmission Main; Topeka, KS
- Henderson Road Waterline; Topeka, KS
- Clarion Southwest Transmission Main; Topeka, KS
- Burlingame Road Waterline; Topeka, KS

SCOTT CANFIELD, PE, PTOE PHASING/TRAFFIC CONTROL DESIGN



32 YEARS
Experience

- 17th Street & Utility Improvements, I-470 to SW MacVicar; Topeka, KS
- SW 10th St and Waterline Improvements, Fairlawn Rd to Gage Blvd; Topeka, KS
- SE 45th Street, Topeka Blvd to SE Adams; Topeka, KS
- SW Clay St Improvements, 6th St to 10th St; Topeka, KS

BOB HENTHORNE, PE, PTOE GEOTECHNICAL



40 YEARS
Experience

- I-70 Polk Quincey Viaduct Project; Topeka, KS
- US-59 River Bridge Project; Atchison, KS
- Gateway Design Build Project; Kansas City, MO
- South Lawrence Traffic-way Project; Lawrence, KS



400 South Kansas Avenue, Suite 200

Topeka, KS 66603

316-262-2691

www.pec1.com

Capital Improvement Project Summary							
Project Name: SW Topeka Blvd. -15th - 21st St. (Phase II)		Project Type: Street					
Project Number: 701049.00		Council Priority: Investing in Infrastructure					
		Project Year(s): 2026-2029					
Department: Public Works		Estimated Useful Life: 30 Year(s)					
Division: Street		Contact: Mark Schreiner					
Council District(s): 3		New to CIP? No					
Type: Repair/Replace		If Not New, First Year in CIP:					
Primary Funding Source: Countywide JEDO Sales Tax		2024-2032 \$ Approved in previous CIP		\$1,300,000	Phase I and II		
Estimated Operating Cost \$0		New money in 2024-2033 CIP:		\$6,363,000	Phase I and II		
Total Project Cost: \$7,763,000		Total 2024-2033 CIP:		\$7,663,000	Phase I and II		
Funds Approved Prior to 2024 \$100,000		Total 2024-2026 3 year CIB:		\$7,663,000	Phase I and II		
Project Description:							
This project consists of pavement rehabilitation on SW Topeka Blvd. from 21st St. to 15th St. Project design is scheduled for 2026 with minor utility relocations and easement acquisition planned for 2027; construction is scheduled to occur in 2028.							
Project Justification:							
There are ongoing issues in the outside lanes of this stretch of S. Topeka Blvd - specifically northbound approaching SW 17th. The average PCI is 33 with 5 of 7 segments below 40 which meets the standard of reconstruction for a major arterial.							
History:							
The JEDO interlocal agreement was entered into on April 19th, 2016 between the City of Topeka and Shawnee County. The agreement includes a half-cent sales tax that is used for economic development and infrastructure projects.							
Measures	Asset Condition	Equity and Inclusion	Fiscal Impact	Operating Efficiency	Priority Alignment	Project Urgency	Total Score (0-100)
Score	2.6	1.5	2.3	1.5	2.3	1.5	65
Project Estimates							
Design/Admin Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way	\$ 463,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 463,000
Construction/Service Fees	\$ -	\$ 3,185,000	\$ 3,185,000	\$ -	\$ -	\$ -	\$ 6,370,000
Contingency	\$ -	\$ 415,000	\$ 415,000	\$ -	\$ -	\$ -	\$ 830,000
Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financing Costs (Temp Notes)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost of Issuance (Rev/GO Bonds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Reserve Fund (Rev Bond)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 463,000	\$ 3,600,000	\$ 3,600,000	\$ -	\$ -	\$ -	\$ 7,663,000
Financing Sources							
G.O. Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARPA and/or G.O. Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fix Our Streets Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Countywide Sales Tax	\$ 463,000	\$ 3,600,000	\$ 3,600,000	\$ -	\$ -	\$ -	\$ 7,663,000
Operating Fund General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Fleet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund IT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Wastewater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CDBG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.O. Bonds - Special	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 463,000	\$ 3,600,000	\$ 3,600,000	\$ -	\$ -	\$ -	\$ 7,663,000



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
February 13, 2024

DATE: February 13, 2024
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: