



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

Governing Body Agenda

October 3, 2023
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Hannah Naeger	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
Tony Emerson	District No. 4	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. MAYORAL PROCLAMATIONS:

- **Domestic Violence Awareness Month**
- **National Breast Cancer Awareness Month & Mammography Day**

3. APPOINTMENTS:

A. Resolution - Topeka Land Bank Board of Trustees

RESOLUTION introduced by Councilmember Spencer Duncan approving the members of the Land Bank Board of Trustees.

Voting Requirement: Action requires at least five (5) votes of the City Council. The Mayor does not vote.

(Approval would appoint Councilmember Spencer Duncan, Rhiannon Friedman, ShaMecha King-Simms, James Reardon and Manny Herron to the Topeka Land Bank Board of Trustees for a term ending December 31, 2024.)

4. PRESENTATIONS:

- **Topeka Fire Department Smoke Alarm Program**
- **Shawnee County Emergency Management Update**

5. CONSENT AGENDA:

A. Resolution - LULAC Senior Center - Noise Exception

RESOLUTION introduced by Councilmember Valdivia-Alcala, granting LULAC Senior Center an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 2)*

(Approval would allow for live bands and amplified music and sound during the hours of 1:00 p.m. and 6:00 p.m. on October 7, 2023, at 1502 NE Seward Avenue.)

B. Resolution - Fellowship Hi-Crest - Noise Exception

RESOLUTION introduced by Councilmember Tony Emerson, granting Fellowship Hi-Crest an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 3)*

(Approval would allow for outdoor amplified music and sound during the hours of 4:00 p.m. and 5:30 p.m., at 1400 SE 34th Street on October 28, 2023.)

C. Resolution - Brass Rail Tavern- Noise Exception

RESOLUTION introduced by Councilmember Valdivia-Alcala, granting Brass Rail Tavern an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. (Council District No. 2)

(Approval would allow for live bands and amplified music and sound during the hours of 6:00 p.m. and 12:00 midnight on October 7, 2023, at 401 NE Emmett Street.)

D. MINUTES of the regular meeting of September 19, 2023

E. APPLICATIONS:

6. ACTION ITEMS:

A. Public Hearing and Ordinance - JTA Properties LLC (V23A/02)

PUBLIC HEARING regarding the petition filed by JTA Properties to vacate a public alley right-of-way.

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt relating to the vacation of a 16 - 18 foot wide public alley lying on the west side of property located at 301 SE Swygart Street in the City of Topeka, Shawnee County, Kansas (V23A/02) (Council District No. 3)

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

(Approval will allow the property owner to construct a 6 foot tall chain link fence with gate along the north side of the alley right of-way.)

B. Professional Service Contract - Schwerdt Design Group, Inc. - Hotel Facilities Systems Assessment.

APPROVAL of a Public Works AIA Architect Contract between the City of Topeka and Schwerdt Design Group, Inc., in an amount not to exceed \$157,680 for engineering and architectural services.

(Approval will authorize the City Manager to sign and execute the contract for facility inspection condition assessment and recommendation for repairs and replacement of any systems, of the existing hotel located at 1717 SW Topeka Boulevard.)

7. 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/>.

8. ANNOUNCEMENTS:

9. EXECUTIVE SESSION:

10. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE: October 3, 2023
CONTACT PERSON: Jane Murray, Executive Assistant to the Mayor DOCUMENT #:
SECOND PARTY/SUBJECT: Domestic Violence Awareness Month PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Domestic Violence Awareness Month
- National Breast Cancer Awareness Month & Mammography Day

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

National Domestic Violence Awareness Month

National Breast Cancer Awareness Month and National Mammography Day

PROCLAMATION

By the Mayor

WHEREAS, domestic violence (DV) is a widespread, preventable, public health problem impacting all demographics of Topekans and Topeka communities; and

WHEREAS, relationships are often counted as life's greatest treasures, and tragically, many are tarnished by one person's need to use power and control over the other, resulting in violence and fear; and

WHEREAS, DV abusers are violent and cause fear for their victim(s) by violating an individual's privacy, dignity, security, and humanity – with their intentional, systematic use of financial, psychological, sexual, and physical coercive control and abuse; and

WHEREAS, in the Topeka area in the past year, over 1200 people sought domestic violence victim services and were served by the YWCA Northeast Kansas' Center for Safety and Empowerment; and

WHEREAS, the Kansas Bureau of Investigation reports DV homicides were nearly a fourth, or 22.22%, of all homicides in Kansas in 2021; and

WHEREAS, we as the governing body of Topeka recognize that this violence is inconsistent with Topeka values and cannot be tolerated; and

NOW, THEREFORE, I, Michael A. Padilla, Mayor of Topeka, Kansas, do hereby proclaim the month of October, 2023, as:

DOMESTIC VIOLENCE AWARENESS MONTH

And I call this observance to the attention to all of our citizens.

IN WITNESS WHEREOF, I, Michael A. Padilla, Mayor of the City of Topeka, Kansas, do hereby affix my official signature and the Official Seal of the City of Topeka, Kansas, on this day 3rd of October, 2023.

Michael A. Padilla, Mayor

PROCLAMATION

By the Mayor

WHEREAS, October 2023 marks 38 years that National Breast Cancer Awareness Month (NBCAM) has educated women/men about early breast cancer detection, diagnosis and treatment; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer with national public service organizations, professional associations, and government agencies, who work together to ensure that the NBCAM message is heard by thousands of women/men and their families; and

WHEREAS, October 20, 2023 is National Mammography Day and on this day or throughout the month of October, women are encouraged to make a renewed commitment to follow recommended breast screening guidelines and to make a mammography appointment; and mammograms are the best method to detect breast cancer early when it is easier to treat; and breast cancer is the most common cancer among American women/men, except for skin cancers; and

WHEREAS, death rates from breast cancer have been steadily declining, and this change is believed to be the result of earlier detection through screening, increased awareness and improved treatment; and

WHEREAS, the awareness campaign is supporting those who are currently fighting the battle against breast cancer, remembering those who have lost their fight against breast cancer, standing with those who remember their loved ones and continuing to support our Nation's advocates with appropriate activities and programs increasing breast health awareness; and

WHEREAS, great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished, and the City of Topeka recognizes the importance of working together and supporting events such as National Breast Cancer Awareness Month; and

NOW, THEREFORE, I, Michael A. Padilla, Mayor of the City of Topeka, Kansas, do hereby proclaim month of October 2023 as:

NATIONAL BREAST CANCER AWARENESS MONTH and OCTOBER 20th AS NATIONAL MAMMOGRAPHY DAY

In the City of Topeka and ask all employees and citizens to join in this worthwhile cause, to celebrate successes and memorialize lost battles.

IN WITNESS WHEREOF, I, Michael A. Padilla, Mayor of the City of Topeka, Kansas, do hereby affix my official signature and the Official Seal of the City of Topeka, Kansas, on this 3rd day of October, 2023..

Michael A. Padilla, Mayor



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214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE:	October 3, 2023	
CONTACT PERSON:	Mayor Michael A. Padilla	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Land Bank Board of Trustees	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 005 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Spencer Duncan approving the members of the Land Bank Board of Trustees.

Voting Requirement: Action requires at least five (5) votes of the City Council. The Mayor does not vote.

(Approval would appoint Councilmember Spencer Duncan, Rhiannon Friedman, ShaMecha King-Simms, James Reardon and Manny Herron to the Topeka Land Bank Board of Trustees for a term ending December 31, 2024.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The land bank shall serve the public purpose of providing for the orderly, planned and reutilization of abandoned, tax foreclosed or otherwise underutilized properties.

STAFF RECOMMENDATION:

Mayor Padilla is recommending the appointments of Councilman Spencer Duncan, Rhiannon Friedman, ShaMecha King-Simms, James Reardon and Manny Herron to the Topeka Land Bank Board of Trustees to fill an expired term expiring the December 31, 2024.

BACKGROUND:

The Board shall consist of five members who reside within the boundaries of the City or Shawnee County. One

member shall be a member of a neighborhood improvement association established pursuant to TMC 2.25.050; one member shall be an employee of the City designated by the city manager; one member shall be a City Council member; and two members shall be At-Large members. Board members shall be appointed by the Mayor and approved by the City Council. Terms of office shall be as follows: (1) From date of appointment to December 31, 2024. Members may be reappointed to serve one or more (one-year) terms commencing on January 1, 2025 and January 1, 2026. The land bank ordinance expires on 12/31/2026.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. _____

A RESOLUTION introduced by Councilmember Spencer Duncan approving the members of the Land Bank Board of Trustees

WHEREAS, Sec. 2.260.030 of the Topeka Municipal Code provides that the five-member Land Bank Board of Trustees ("Board") consists of: (1) a member of a neighborhood improvement association ("NIA"); (2) a City employee designated by the City Manager; (3) a City Council member; and (4) two residents of either the City or Shawnee County; and

WHEREAS, such Board members have been appointed by the Mayor and must now be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT the following individuals are approved for a term ending on December 31, 2024: (1) ShaMecha King-Simms; (2) Rhiannon Friedman, (3) Councilmember Spencer Duncan, and (4) James Reardon and Manny Herron.

ADOPTED and APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



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Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE: October 3, 2023
CONTACT PERSON: Randy Phillips, Topeka Fire Chief. Dusty Nichols, Shawnee County Emergency Management
DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Topeka Fire Department Smoke Alarm Program
- Shawnee County Emergency Management Update

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Smoke Alarm Program
SCEM Presentation

TOPEKA FIRE DEPARTMENT SMOKE ALARM PROGRAM

- TFD Provides free smoke alarms and installation to homes that do not have any existing detectors
- TFD crews also walk through creating a fire escape plan, provide advice on obtaining carbon monoxide detectors and fire extinguishers, as well as answer any questions about fire prevention and TFD's service to the community
- The crew who installs the alarm would come from the closest fire station to the home and would be the responding station in an emergency
- TFD Smoke Alarm Program is sponsored by the Kansas Chapter of the American Red Cross

In the last 12 months, TFD has installed smoke alarms in 142 households

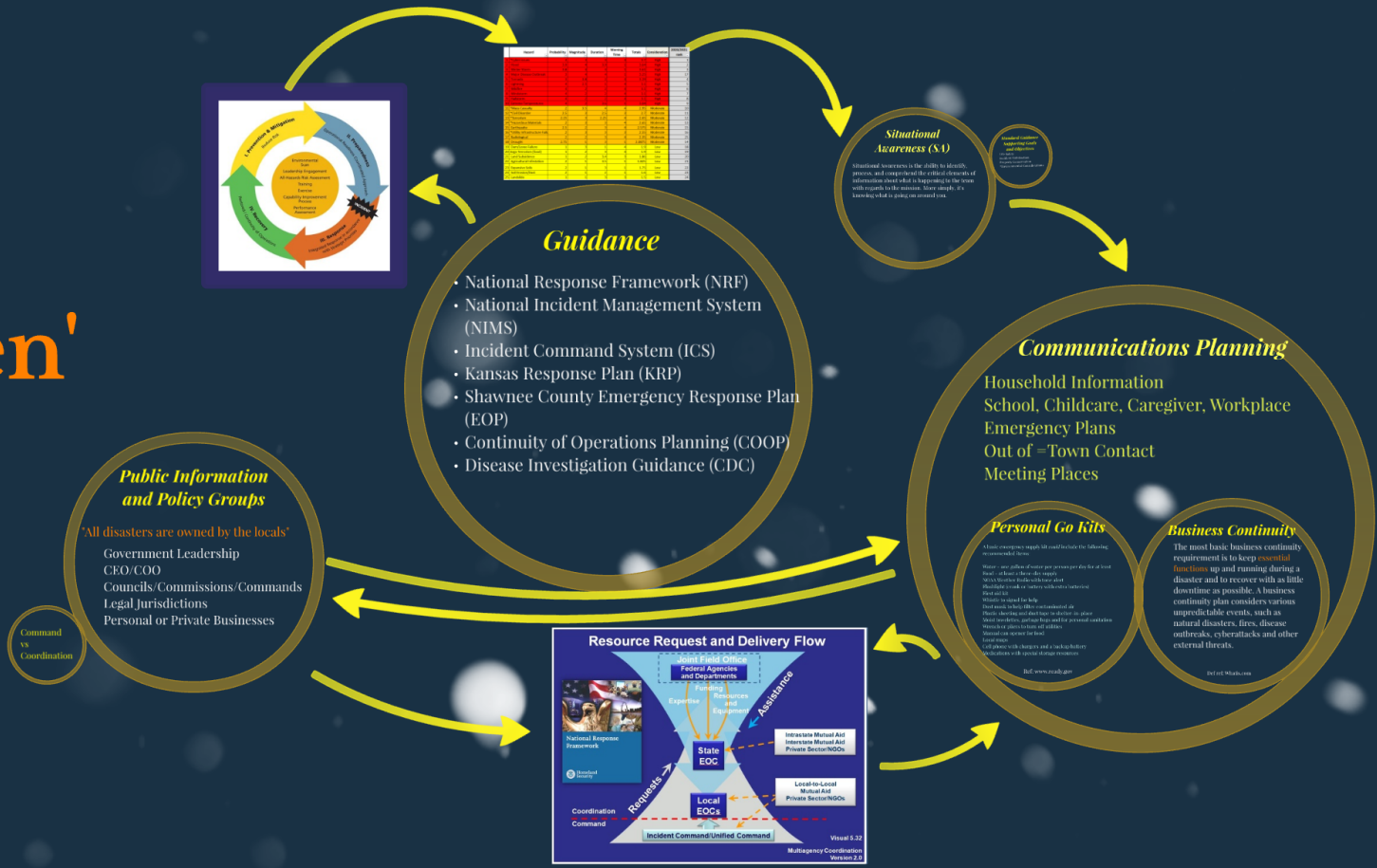
[HTTPS://WWW.TOPEKA.ORG/TFD/SMOKE-ALARM-PROGRAM/](https://www.topeka.org/tfd/smoke-alarm-program/)



Before the 'When'

(How EM leads our community through before, during and after disaster)

Presented by:
Dusty Nichols
Shawnee County
Emergency Management



Before the 'When'

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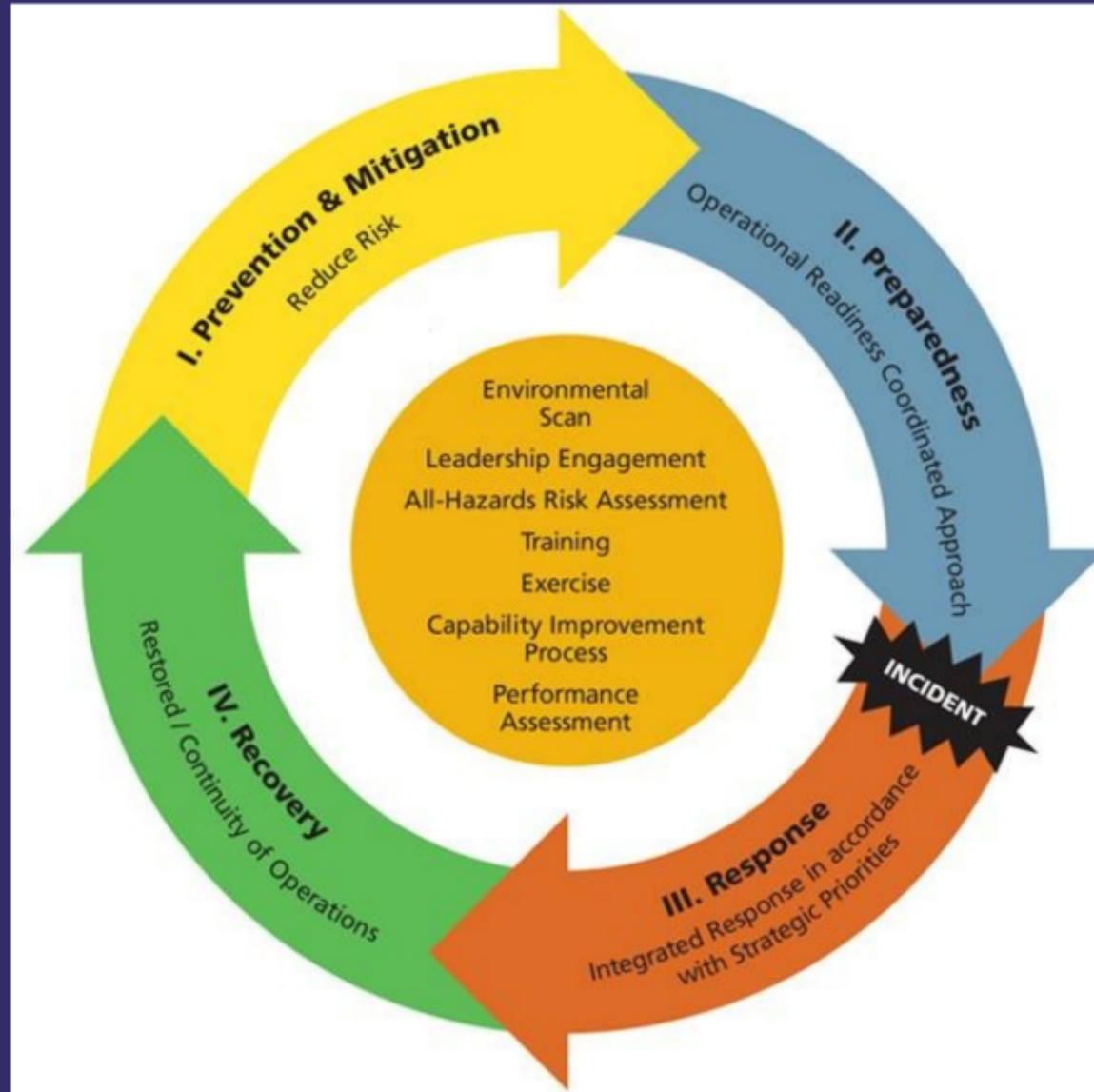
Command
vs
Coordination



Guidance

- National Response Framework (NRF)
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Kansas Response Plan (KRP)
- Shawnee County Emergency Response Plan (EOP)
- Continuity of Operations Planning (COOP)
- Disease Investigation Guidance (CDC)

information about what is happening with regards to the mission. More knowing what is going on around



	Hazard	Probability	Magnitude	Duration	Warning Time	Totals	Consideration	2020/2021 rank
1	*Cyber issues	4	3	4	4	3.7	High	1
2	Flood	3.9	4	3.9	1	3.64	High	2
3	Winter Storm	3.8	4	4	1	3.61	High	3
4	Major Disease Outbreak	3	4	4	1	3.25	High	17
5	Tornado	3	3.8	2	4	3.19	High	4
6	Lightning	4	2.5	1	4	3.1	High	5
7	Wildfire	4	2	2	4	3.1	High	6
8	Windstorm	4	2	2	4	3.1	High	7
9	Hailstorm	4	2	2	4	3.1	High	8
10	Extreme Temperatures	4	2	3.6	1	3.04	High	9
11	*Mass Casualty	2	3.5	4	4	2.95	Moderate	10
12	*Civil Disorder	2.5	3	2.5	3	2.7	Moderate	11
13	*Terrorism	2.25	3	2.25	4	2.65	Moderate	12
14	*Hazardous Materials	2	3	3	4	2.65	Moderate	13
15	Earthquake	2.5	2	3	4	2.575	Moderate	15
16	*Utility Infrastructure Failure	2	3	3	3	2.55	Moderate	16
17	Radiological	2	2	3	4	2.35	Moderate	25
18	Drought	2.75	1	3	1	2.0875	Moderate	14
19	Dam/Levee Failure	1	3	1	4	1.9	Low	18
20	Argo Terrorism (food)	1	2	3	4	1.9	Low	19
21	Land Subsidence	1	2	3.4	3	1.86	Low	20
22	Agricultural Infestation	2	1	3.5	1	1.825	Low	21
23	Expansive Soils	2	1	3	1	1.75	Low	22
24	Soil Erosion/Dust	2	1	2	1	1.6	Low	23
25	Landslide	1	1	3	3	1.5	Low	24



Situational Awareness (SA)

Situational Awareness is the ability to identify, process, and comprehend the critical elements of information about what is happening to the team with regards to the mission. More simply, it's knowing what is going on around you.

Standard Guidance Supporting Goals and Objectives

Life Safety
Incident Stabilization
Property Conservation
*Environmental Considerations



*Standard Guidance
Supporting Goals
and Objectives*

Life Safety

Incident Stabilization

Property Conservation

*Environmental Considerations

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Communications Planning

Household Information

School, Childcare, Caregiver, Workplace

Emergency Plans

Out of =Town Contact

Meeting Places

Personal Go Kits

A basic emergency supply kit *could* include the following recommended items:

- Water - one gallon of water per person per day for at least
- Food - at least a three-day supply
- NOAA Weather Radio with tone alert
- Flashlight (crank or battery with extra batteries)
- First aid kit
- Whistle to signal for help
- Dust mask to help filter contaminated air
- Plastic sheeting and duct tape to shelter-in-place
- Moist towelettes, garbage bags and for personal sanitation
- Wrench or pliers to turn off utilities
- Manual can opener for food
- Local maps
- Cell phone with chargers and a backup battery
- Medications with special storage resources

Ref: www.ready.gov

Business Continuity

The most basic business continuity requirement is to keep **essential functions** up and running during a disaster and to recover with as little downtime as possible. A business continuity plan considers various unpredictable events, such as natural disasters, fires, disease outbreaks, cyberattacks and other external threats.

Def ref: WhatIs.com

Plan
OP)

very Flow

assistance

Intrastate Mutual Aid
Interstate Mutual Aid
Private Sector/NGOs

Personal Go Kits

A basic emergency supply kit *could* include the following recommended items:

Water - one gallon of water per person per day for at least

Food - at least a three-day supply

NOAA Weather Radio with tone alert

Flashlight (crank or battery with extra batteries)

First aid kit

Whistle to signal for help

Dust mask to help filter contaminated air

Plastic sheeting and duct tape to shelter-in-place

Moist towelettes, garbage bags and for personal sanitation

Wrench or pliers to turn off utilities

Manual can opener for food

Local maps

Cell phone with chargers and a backup battery

Medications with special storage resources

Ref: www.ready.gov

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Kits

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Business Continuity

The most basic business continuity requirement is to keep **essential functions** up and running during a disaster and to recover with as little downtime as possible. A business continuity plan considers various unpredictable events, such as natural disasters, fires, disease outbreaks, cyberattacks and other external threats.

Def ref: [Whatis.com](https://www.whatis.com)

Public Information and Policy Groups

"All disasters are owned by the locals"

Government Leadership

CEO/COO

Councils/Commissions/Commands

Legal Jurisdictions

Personal or Private Businesses

Command
vs
Coordination

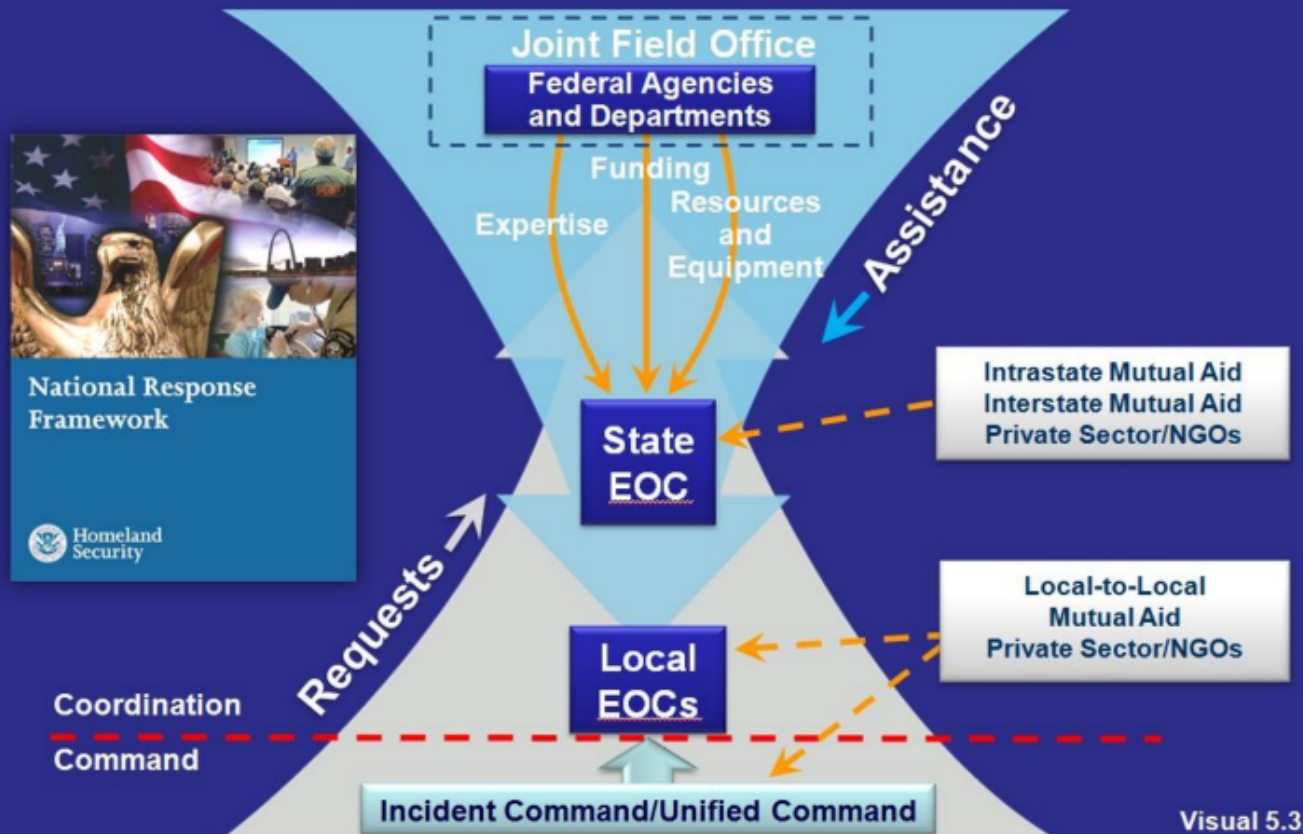




Command VS Coordination

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Resource Request and Delivery Flow



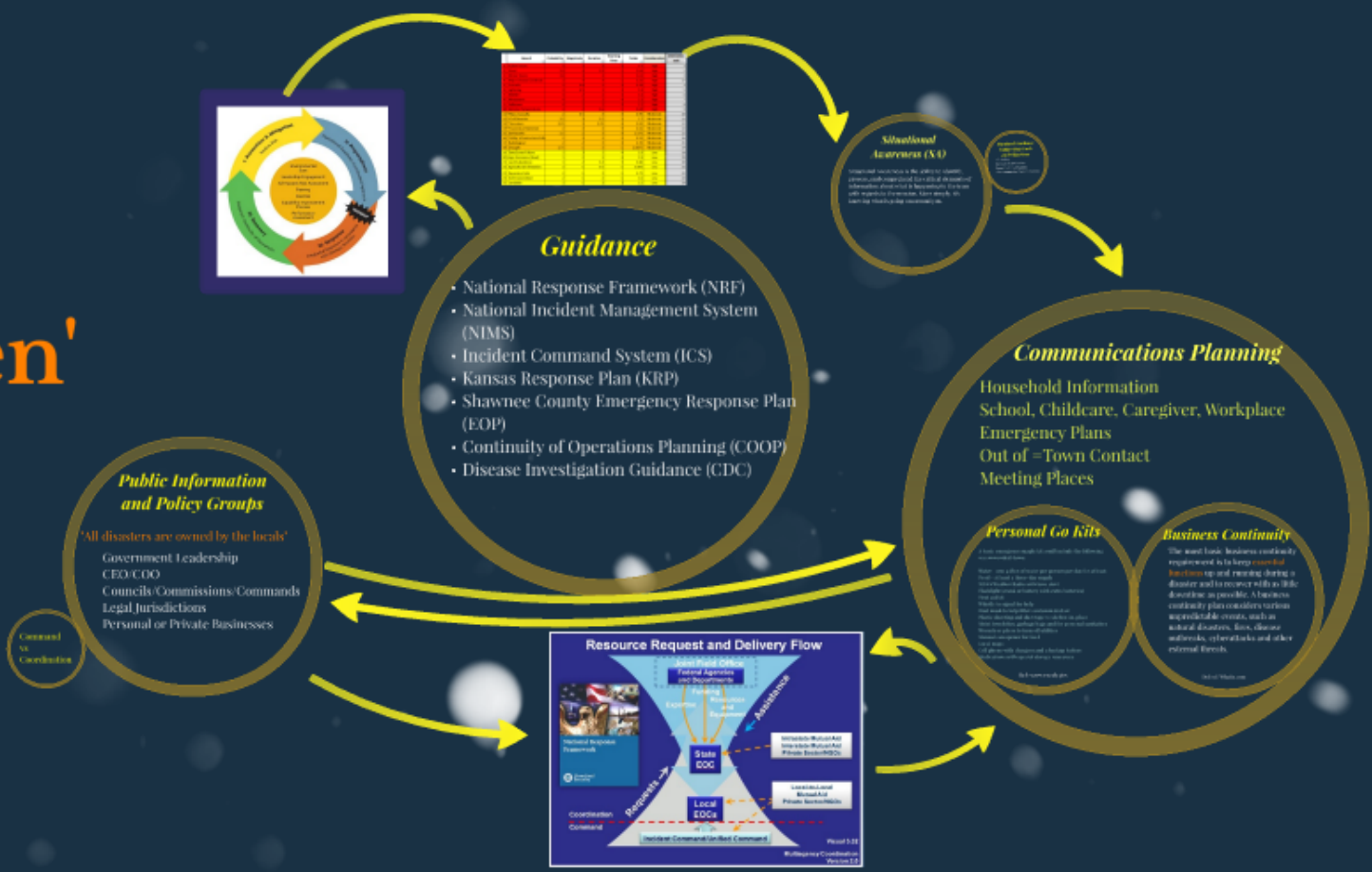
Visual 5.32

Multiagency Coordination
Version 2.0

Before the 'When'

(How EM leads our community through before, during and after disaster)

Presented by:
Dusty Nichols
Shawnee County
Emergency Management





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Council Action Form
Council Chambers
214 SE 8th Street
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www.topeka.org
October 3, 2023

DATE: October 3, 2023
CONTACT PERSON: Councilmember Valdivia-Alcala **DOCUMENT #:**
SECOND PARTY/SUBJECT: LULAC Senior Center **PROJECT #:**
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Valdivia-Alcala, granting LULAC Senior Center an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 2)*

(Approval would allow for live bands and amplified music and sound during the hours of 1:00 p.m. and 6:00 p.m. on October 7, 2023, at 1502 NE Seward Avenue.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to LULAC Senior Center for their 50th Anniversary Celebration during specified date and time.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution as part of the consent agenda.

BACKGROUND:

LULAC Senior Center has requested the noise exception due to live bands and amplified music and sound at the event.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by Councilmember Christina Valdivia-Alcala granting
4 LULAC Senior Center an exception to the provisions of City of
5 Topeka Code Section 9.45.150, et seq. concerning noise
6 prohibitions.
7

8 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it
9 unlawful for any person to make, continue or cause to be made or continued any
10 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,
11 injures or endangers the comfort, repose, health or safety or others within the
12 limits of the city; and

13 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the
14 City Council to grant exceptions to the prohibitions of this code section upon
15 request and a showing that the proposed activity does not offend the spirit of the
16 findings of City of Topeka Code Section 9.45.150, et seq.; and

17 WHEREAS, LULAC Senior Center has requested that it be granted an
18 exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for
19 the purposes, dates and times described herein, and

20 WHEREAS, upon review of the application of LULAC Senior Center the
21 Governing Body of the City of Topeka does hereby find that the requested
22 activity does not offend the spirit of the findings of City of Topeka Code Section
23 9.45.150, et seq.

24 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the
25 City of Topeka that LULAC Senior Center is hereby granted an exception from
26 the provisions of City of Topeka Code Section 9.45.150, et seq. for the 50th

27 Anniversary Celebration located at 1502 NE Seward Avenue during the hours of
28 1:00 p.m. and 6:00 p.m. on October 7, 2023.

29 ADOPTED and APPROVED by the Governing Body _____.

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31 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

36 ATTEST:

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40 _____
Brenda Younger, City Clerk

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City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE: October 3, 2023
CONTACT PERSON: Councilmember Tony Emerson
DOCUMENT #:
SECOND PARTY/SUBJECT: Jill Rice
PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Tony Emerson, granting Fellowship Hi-Crest an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 3)*

(Approval would allow for outdoor amplified music and sound during the hours of 4:00 p.m. and 5:30 p.m., at 1400 SE 34th Street on October 28, 2023.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to Fellowship Hi-Crest for their Halloween Block Party on October 28, 2023.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution as part of the consent agenda.

BACKGROUND:

Fellowship Hi-Crest is requesting the noise exception due to amplified music/sound at the event.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by Councilmember Tony Emerson granting
4 Fellowship Hi-Crest an exception to the provisions of City of
5 Topeka Code Section 9.45.150, et seq. concerning noise
6 prohibitions.
7

8 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it
9 unlawful for any person to make, continue or cause to be made or continued any
10 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,
11 injures or endangers the comfort, repose, health or safety or others within the
12 limits of the city; and

13 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the
14 City Council to grant exceptions to the prohibitions of this code section upon
15 request and a showing that the proposed activity does not offend the spirit of the
16 findings of City of Topeka Code Section 9.45.150, et seq.; and

17 WHEREAS, Fellowship Hi-Crest has requested that they be granted an
18 exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for
19 the purposes, dates and times described herein, and

20 WHEREAS, upon review of the application of Fellowship Hi-Crest the
21 Governing Body of the City of Topeka does hereby find that the requested
22 activity does not offend the spirit of the findings of City of Topeka Code Section
23 9.45.150, et seq.

24 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the
25 City of Topeka that Fellowship Hi-Crest is hereby granted an exception from the
26 provisions of City of Topeka Code Section 9.45.150, et seq. for amplified music

27 and sound at their Halloween Block Party located at 1400 SE 34th Street during
28 the hours of 4:00 p.m. and 5:30 p.m. on October 28, 2023.

29

30 ADOPTED and APPROVED by the Governing Body _____.

31

32 CITY OF TOPEKA, KANSAS

33

34

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36 _____
Michael A. Padilla, Mayor

37 ATTEST:

38

39

40

41 _____
Brenda Younger, City Clerk

42



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE:	October 3, 2023	
CONTACT PERSON:	Councilmember Valdivia-Alcala	DOCUMENT #:
SECOND PARTY/SUBJECT:	Amanda Terrazas	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 005 Miscellaneous	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Valdivia-Alcala, granting Brass Rail Tavern an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. (*Council District No. 2*)

(Approval would allow for live bands and amplified music and sound during the hours of 6:00 p.m. and 12:00 midnight on October 7, 2023, at 401 NE Emmett Street.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to Brass Rail Tavern during specified date and time.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution as part of the consent agenda.

BACKGROUND:

Brass Rail Tavern has requested the noise exception due to live bands and amplified music and sound at the event.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by Councilmember Christina Valdivia-Alcala granting
4 Brass Rail Tavern an exception to the provisions of City of
5 Topeka Code Section 9.45.150, et seq. concerning noise
6 prohibitions.
7

8 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it
9 unlawful for any person to make, continue or cause to be made or continued any
10 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,
11 injures or endangers the comfort, repose, health or safety or others within the
12 limits of the city; and

13 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the
14 City Council to grant exceptions to the prohibitions of this code section upon
15 request and a showing that the proposed activity does not offend the spirit of the
16 findings of City of Topeka Code Section 9.45.150, et seq.; and

17 WHEREAS, Brass Rail Tavern has requested that it be granted an
18 exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for
19 the purposes, dates and times described herein, and

20 WHEREAS, upon review of the application of Brass Rail Tavern the
21 Governing Body of the City of Topeka does hereby find that the requested
22 activity does not offend the spirit of the findings of City of Topeka Code Section
23 9.45.150, et seq.

24 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the
25 City of Topeka that Brass Rail Tavern is hereby granted an exception from the
26 provisions of City of Topeka Code Section 9.45.150, et seq. for live bands and

27 music located at 401 NE Emmett Street during the hours of 6:00 p.m. and
28 midnight on October 7, 2023.

29 ADOPTED and APPROVED by the Governing Body _____.

30

31 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

36 ATTEST:

37

38

39

40 _____
Brenda Younger, City Clerk

41



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE:	October 3, 2023		
CONTACT PERSON:	Dan Warner, AICP, Planning Division Director	DOCUMENT #:	V23A/02
SECOND PARTY/SUBJECT:	JTA Properties (Albert and Joyce Hesse)	PROJECT #:	N/A
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 006 Vacations		
CIP PROJECT:	No		
ACTION OF COUNCIL:	N/A	JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

PUBLIC HEARING regarding the petition filed by JTA Properties to vacate a public alley right-of-way.

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt relating to the vacation of a 16 - 18 foot wide public alley lying on the west side of property located at 301 SE Swygart Street in the City of Topeka, Shawnee County, Kansas (V23A/02) (Council District No. 3)

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

(Approval will allow the property owner to construct a 6 foot tall chain link fence with gate along the north side of the alley right of-way.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve vacation of a segment of the public alley, finding that (1) no private rights will be injured; and (2) the public will suffer no loss or inconvenience.

STAFF RECOMMENDATION:

Staff recommends the Governing Body conduct the public hearing and move to the adopt the ordinance.

BACKGROUND:

Joyce and Albert Hesse request vacation of the alley right-of-way to allow them to obtain a permit to construct a 6 foot tall fence for security purposes around the two properties they own lying on both sides of the alley. The owners intend to make improvements to the building and grounds in the future and the fence will prevent further vandalism from occurring on their properties.

City and County departments and Public Utility agencies have been provided the opportunity to review the proposed vacation and have no objections. A public utility easement reservation is not required.

Pursuant to Kansas Statute and City of Topeka Municipal Code, the public hearing for the vacation has been advertised 20 days for two consecutive weeks prior to the public hearing.

BUDGETARY IMPACT:

Approval will have no impact on the City's budget

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Presentation
Notice of Public Hearing (September 11 and 18, 2023)
Ordinance
Aerial Map
Department Comments
Application and Survey Map
Addendum to Application



CITY OF
TOPEKA



V23A/02 Albert & Joyce Hesse

Dan Warner, AICP, Planning Director

V23A/02 Albert & Joyce Hesse

2



V23A/02 By: Albert and Joyce Hesse

 Subject Property - Alley Vacation By: Albert & Joyce Hesse



Please have the attached published in the Topeka Metro News in the Legal Advertising Section on Monday, September 11th and 18th, 2023

IN THE MATTER OF THE PROPOSED VACATION OF:

The vacation of a 16-18 ft. wide segment of a public alley running linearly north to south and located west of property at 301 SE Swygart Street (V23A/02) (Council District No. 3)

NOTICE OF PUBLIC HEARING
(Pursuant to K.S.A. 12-504 et seq.)

To Whom It May Concern:

Public notice is hereby given that a petition has been filed by JTA Properties LLC to vacate a segment of a public alley right-of-way on property legally described as follows:

Legal Description of Alley to be Vacated

A tract of land in Western Land and Lot Company's Addition to the City of Topeka, Shawnee County, Kansas. Lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 11 South, Range 16 East of the 6th Principal Meridian, Shawnee County, Kansas.

More particularly described, by Joel A. Wegele L.S. 1333, as follows:

Beginning at the N.W. Corner of Lot 301 on S.E. Swygart Street in the above mentioned Addition, thence S0°36'32"W (WGS-84 Bearings) on the West Line of Lot 301, 303 and 305 a distance of 50.43 feet to the North Line of the Shunganunga Creek Flood Control R/W, recorded in Book 1594 Page 464 in the above mentioned County's Register of Deeds Office. Thence N58°24'31"W on the North R/W Line of said Creek a distance of 18.66 feet to the East Line of Lot 304 on S.E. California Avenue in the Said Addition. Thence N0°36'32"E on the East Line of Lot 304 and 302 on said Avenue and in Said Addition a distance of 40.30 feet to the Northeast Corner Lot 302 on said Avenue in Said Addition. Thence N88°43'31"E, 16.01 feet to the Point of Beginning, containing 725.79 square feet, more or less.

The petition will be presented to the Council of the City of Topeka for hearing **Tuesday, October 3, 2023** at 6:00 P.M. or as soon thereafter as the same may be heard in the City Council Chambers, Municipal Building, 2nd Floor, 8th and Monroe Streets, Topeka, Kansas, at which time and place all interested persons may appear and be heard, either for or against granting the prayer of said Petition.

**BY THE GOVERNING BODY,
CITY OF TOPEKA, KANSAS**

(Published in the Topeka Metro News _____)

ORDINANCE NO.

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt relating to the vacation of a 16 – 18 ft. wide public alley lying on the west side of property located at 301 SE Swygart Street in the City of Topeka, Shawnee County, Kansas (V23A/02) (Council District No. 3)

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

Section 1. That pursuant to the requirements of K.S.A. 12-504 as amended, a petition by JTA Properties LLC, as property owners, has been filed with the office of the City Clerk, requesting the vacation of the following described public alley located within the City of Topeka, Shawnee County, Kansas:

Legal Description of Alley to be Vacated

A tract of land in Western Land and Lot Company's Addition to the City of Topeka, Shawnee County, Kansas. Lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 11 South, Range 16 East of the 6th Principal Meridian, Shawnee County, Kansas.

More particularly described, by Joel A. Wegele L.S. 1333, as follows:

Beginning at the N.W. Corner of Lot 301 on S.E. Swygart Street in the above mentioned Addition, thence S0°36'32"W (WGS-84 Bearings) on the West Line of Lot 301, 303 and 305 a distance of 50.43 feet to the North Line of the Shunganunga Creek Flood Control R/W, recorded in Book 1594 Page 464 in the above mentioned County's Register of Deeds Office. Thence N58°24'31"W on the North R/W Line of said Creek a distance of 18.66 feet to the East Line of Lot 304 on S.E. California Avenue in the Said Addition. Thence N0°36'32"E on the East Line of Lot 304 and 302 on said Avenue and in Said Addition a distance of 40.30 feet to the Northeast Corner Lot 302 on said Avenue in Said Addition. Thence N88°43'31"E, 16.01 feet to the Point of Beginning, containing 725.79 square feet, more or less.

Section 2. That said petition has been duly published for two (2) consecutive weeks in a newspaper of general circulation and on **October 3, 2023**, the petition is ready for determination by the Governing Body of the City of Topeka, Kansas.

Section 3. That the Governing Body of the City of Topeka, after being duly informed and hearing the

evidence presented finds that:

- a. Legal notice was given as required by K.S.A. 12-504 as amended.
- b. No private rights will be injured or endangered by such vacation.
- c. The public will suffer no loss or inconvenience by such vacation.

Section 4. That the Governing Body of the City of Topeka does hereby find that justice requires the petition of vacation be granted and does hereby order the vacation of the below described public alley right-of-way located within the City of Topeka, Kansas:

Legal Description of Alley to be Vacated

A tract of land in Western Land and Lot Company's Addition to the City of Topeka, Shawnee County, Kansas. Lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 11 South, Range 16 East of the 6th Principal Meridian, Shawnee County, Kansas.

More particularly described, by Joel A. Wegele L.S. 1333, as follows:

Beginning at the N.W. Corner of Lot 301 on S.E. Swygart Street in the above mentioned Addition, thence S0°36'32"W (WGS-84 Bearings) on the West Line of Lot 301, 303 and 305 a distance of 50.43 feet to the North Line of the Shunganunga Creek Flood Control R/W, recorded in Book 1594 Page 464 in the above mentioned County's Register of Deeds Office. Thence N58°24'31"W on the North R/W Line of said Creek a distance of 18.66 feet to the East Line of Lot 304 on S.E. California Avenue in the Said Addition. Thence N0°36'32"E on the East Line of Lot 304 and 302 on said Avenue and in Said Addition a distance of 40.30 feet to the Northeast Corner Lot 302 on said Avenue in Said Addition. Thence N88°43'31"E, 16.01 feet to the Point of Beginning, containing 725.79 square feet, more or less.

Section 5. The City Clerk is hereby directed to certify a copy of this ordinance to the Shawnee County Register of Deeds Office for appropriate recording.

Section 6. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Topeka _____, 2023

Michael Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified ____
Not To Be Codified X



V23A/02 By: Albert and Joyce Hesse

 Subject Property - Alley Vacation By: Albert & Joyce Hesse



DEPARTMENTAL COMMENTS:

Case: V23A/02 By: JTA Properties LLC

Location: A 40' – 50' long segment of a 16' to 18' wide public alley right-of-way lying directly west of property located at SE 301 SE Swygart.

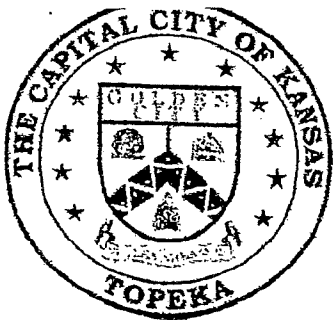
DEPARTMENTS:

- **Utilities Department:** X No Objection Objection
Comments
- **Engineering:** X No Objection Objection
Comments:
- **Parks Department:** X No Objection Objection
Comments:
- **County Refuse:** X No Objection Objection
- **Fire Department:** X No Objection Objection
Comments:
- **Police Department:** X No Objection Objection
Comments:

UTILITY COMPANIES:

- **AT&T:** X No Objection Objection
Comments:
- **Evergy:** X No Objection Objection
Comments:
- **Kansas Gas Service:** X No Objection Objection
Comments:
- **Cox Communications:** X No Objection Objection
Comments:

Annie Driver, AICP, Planner II
Topeka Planning Department
Prepared: August 30, 2023



APPLICATION FOR VACATION of Streets, Alleys, Easements, and Other Public Dedications

CITY OF TOPEKA PLANNING DIVISION
620 SE MADISON, 3RD FLOOR (UNIT #11) | TOPEKA, KS 66607-1118
PHONE 785.368.3728 | EMAIL: PLANNING@TOPEKA.ORG

Application materials should be submitted digitally to planning@topeka.org.

APPLICANT INFORMATION

If more than one property owner is contiguous to the proposed vacation, all owners must sign the authorization below OR submit an acknowledgement indicating they do not object to the vacation.

Applicant(s): Albert & Mrs Joyce Hesse

Street Address: 500 SE High st.

City: Topeka State: Ks Zip: 66607

Daytime Phone Number: 785-925-2662 Email: tazhesse@aol.com

AUTHORIZED PROFESSIONAL AGENT (E.G. ENGINEER) OR OWNER REPRESENTATIVE INFORMATION

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone Number: _____ Email: _____

PLANNING DEPARTMENT USE ONLY

CASE #: V23A/02

DATE REC'D: 8/9/23

FILING FEE PAID: \$250.00

PROPERTY TAXES CURRENT:
Y () N ()

COUNCIL DISTRICT #: 3

REP: _____

Date Advertised: _____

Date of Hearing: _____

AUTHORIZATION

I (We) am (are) the owner(s) of record of property adjoining the requested area sought to be vacated and hereby authorize filing of this application. I (We) declare that all information provided with this application is complete and accurate. I (We) acknowledge the instructions and regulations have been reviewed and understood, and authorize any agent or representative listed in this application to represent me (us).

Owner(s) Name: Joyce Hesse

Owner(s) Signature: Joyce Hesse Date: 8-9-23

Owner(s) Signature: _____ Date: _____

Owner(s) Signature: _____ Date: _____

Owner(s) Signature: _____ Date: _____

**APPLICATION FOR
VACATION OF STREETS, ALLEYS, EASEMENTS,
AND OTHER PUBLIC DEDICATIONS**

REQUESTED ACTION

Attach additional pages if necessary

Type of vacation:

Street

Alley

Easement

Restricted Access

Platted Setback

Other: _____

Describe fully the location of property to be vacated. You must attach a survey, map or diagram of the area sought to be vacation.

See attached Alley Vacation Exhibit A

Identify all properties adjoining the proposed vacated area:

Address: N/A PIN: _____ Owner: _____Address: N/A PIN: _____ Owner: _____Address: N/A PIN: _____ Owner: _____

Legal description of property adjoining the requested area: (if un-platted, attach metes and bounds description)

Lot(s) _____ Block _____ Subdivision _____

Lot(s) _____ Block _____ Subdivision _____

Lot(s) _____ Block _____ Subdivision _____

Describe the proposed development and reasons for the vacation:

Fence is proposed across right-of-way

Are there other property owners that depend on the vacated area for access or utility service? If yes, please describe.

N/A

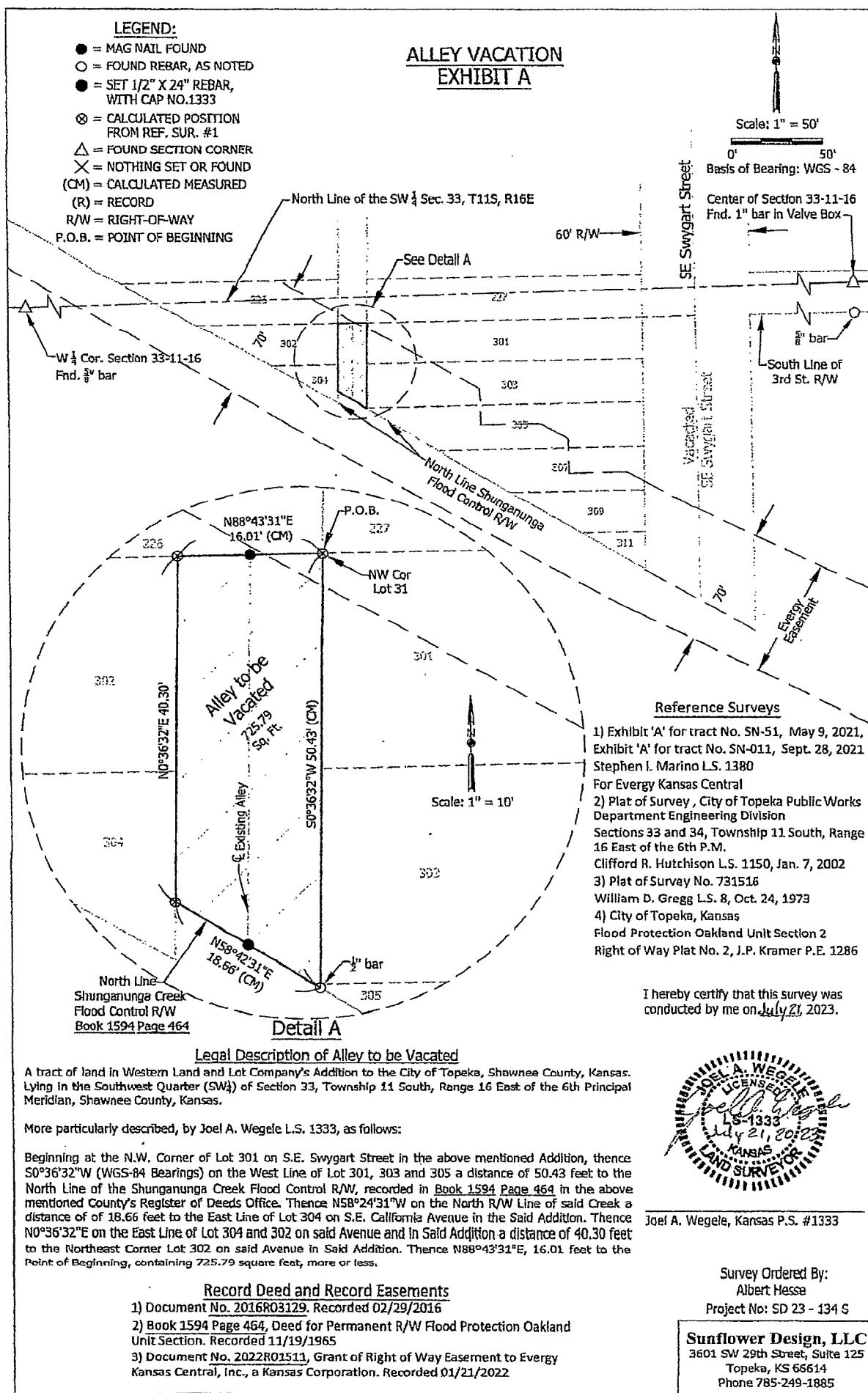
For street and alley vacations, do you agree with designating a public easement (e.g., utility, access, drainage) to cover the area if that is considered appropriate by City departments or public utility agencies?

Yes

No

no public utilities lie within alley right-of-way

PERMANENT STRUCTURES ARE NOT PERMITTED TO ENCROACH WITHIN THE EASEMENT



301 SE Swygart St.

ITA Properties - Owner
TAZCO INC - Contractor

Existing
fence

150'

Existing
fence

proposed
gate

45'

180'

60' x 75'
Bldg

45'
centered
front of Bldg

10' back of
road

170'
Swygart St.

Existing
fence

Existing
gate

31'

Center
of
Pavement

50'

300'
Easement
no utilities

North side Shunga
Levey

Existing fence
Proposed fence

3/4" = 10'

TAZCO INC. FAX COVER SHEET

PO BOX 502

TOPEKA, KS. 66601

Ph. # 785-234-8740

Fax #785-234-8727

TO: City of Topeka

ATTN. Mary Feighny

PHONE 785-368-3883

FAX 785-368-3901

FROM: TAZCO INC.

DATE SENT: 7-25-23

FAX: 1-785-234-8727

PHONE NUMBER: 1-785-234-8740

TOTAL PAGES, including cover: 6*Dear Mary:*

We have finally...received the paperwork from the Surveyor. I have completed the application for the Vacation of the alley.
If there is anything more you need please
Contact me @ 785-925-2662

Thank You
Joyce Hesse

TAZCO INC.

PO BOX 502

TOPEKA, KS.66601

Ph. # 785-234-8740

Fax #785-234-8727

4-16-23

DEAR Mary Feighny:

Thank you for your response on April 11th. To answer your questions in the E-mail from you, they are as follows.

1. It will be a 6ft chain link fence which I would like to install a 12 to14 foot wide chain link hinged gate across the easement to provide access from the north side. The gate would be chain link with a padlock, in the event the COT needs access to this part of the alley given proper notification I would have no objection to the cutting of the lock in the event we can't get there in time.
2. We own property on both sides of the easement which we would like to have joined with no restrictions, also our building at 301 SE Swygart has been shot at and broken into several times recently. The most recent time they destroyed the back door of the building. Had it not been for the security system it would have been very bad. We can't leave anything outside without it being destroyed or stolen. There is an older camper slated for restoration, stored at the back of the building that has been destroyed by someone in the surrounding neighborhoods. We are hoping this fence will impede the attraction to such stored items. After retirement we would like to use this property as a business rental. With this in mind we think with the secure fence and some building upgrades we hope to bring in a responsible reliable client that will be a positive attribute's to the neighborhood.
3. Our site plans are included.



Property Info

Owner
JTA PROPERTIES LLC
Property Address
SE 2ND ST, Topeka, KS 66607

Parcel Id	1083303007006000	Quick Ref	R22666
Mill Levy ⓘ	154.628	Tax Unit	1

Property Tax Info

2022 Property Tax

General Tax: \$10.98

Special Tax: \$0.00

2022 Tax: \$10.98

Current Balance

2022 1st Half Balance: \$0.00

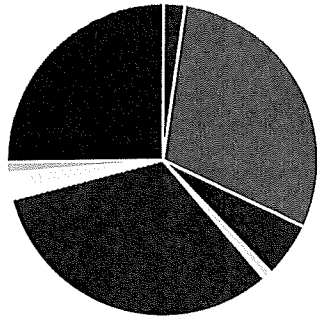
2022 2nd Half Balance: \$0.00

Delinquent Balance: \$0.00

Total: \$0.00

Summary of Taxes Due As of 8/9/2023: \$0.00

Tax Records

	Year	Tax Type	Appraised Value	Mill Levy	Annual Tax	Taxes Remaining			Penalties		Fees	Total Due	Statement #/Paid Tax Receipt
						First Half	Second Half	Total	First Half	Second Half			
⊖	2022	Gen.	\$590	154.628	\$10.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	507940
Tax Breakdown			Tax Amount	Mill Levy	Tax Entity Breakdown								
WASHBURN UNIVERSITY			\$0.25	3.451									
USD 501 TOPEKA			\$3.27	46.013									
TOP & SN CO PUBLIC LIB.			\$0.63	8.890									
STATE OF KANSAS			\$0.10	1.500									
SHAWNEE COUNTY			\$3.54	49.861									
METRO TRANSIT AUTHORITY			\$0.30	4.200									
METRO TOPEKA AIRPORT AUTH			\$0.12	1.750									
CITY OF TOPEKA			\$2.77	38.963									
+	2021	Gen.	\$590	160.062	\$11.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	17569
+	2020	Gen.	\$590	158.327	\$11.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	920512
+	2019	Gen.	\$530	159.259	\$10.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	820244
+	2018	Gen.	\$530	159.43	\$10.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	619843
	2017	Gen.	\$530	159.776	\$10.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	220335
	2016	Gen.	\$530	159.957	\$10.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	121586
Current Total Due												\$0.00	

Property Info

Owner
JTA PROPERTIES LLC

Property Address
301 SE SWYGART ST, Topeka, KS 66607

Parcel Id

1083303007005010

Quick Ref

R22665

Mill Levy ⓘ

154.628

Tax Unit

1

Property Tax Info

2022 Property Tax

General Tax: \$1,824.62

Special Tax: \$0.00

2022 Tax: \$1,824.62

Current Balance

2022 1st Half Balance: \$0.00

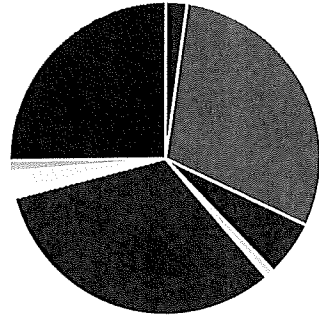
2022 2nd Half Balance: \$0.00

Delinquent Balance: \$0.00

Total: \$0.00

Summary of Taxes Due As of 8/9/2023: \$0.00

Tax Records

	Year	Tax Type	Appraised Value	Mill Levy	Annual Tax	Taxes Remaining			Penalties		Fees	Total Due	Statement #/Paid Tax Receipt
						First Half	Second Half	Total	First Half	Second Half			
⊖	2022	Gen.	\$47,200	154.628	\$1,824.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	507911
Tax Breakdown			Tax Amount	Mill Levy									
WASHBURN UNIVERSITY			\$40.72	3.451									
USD 501 TOPEKA			\$542.95	46.013									
TOP & SN CO PUBLIC LIB.			\$104.90	8.890									
STATE OF KANSAS			\$17.72	1.500									
SHAWNEE COUNTY			\$588.36	49.861									
METRO TRANSIT AUTHORITY			\$49.56	4.200									
METRO TOPEKA AIRPORT AUTH			\$20.65	1.750									
CITY OF TOPEKA			\$459.76	38.963									
			Tax Entity Breakdown										
													
⊕	2021	Gen.	\$47,200	160.062	\$1,888.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	17559
⊕	2020	Gen.	\$47,200	158.327	\$1,868.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	920511
⊕	2019	Gen.	\$47,200	159.259	\$1,879.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	820243
⊕	2018	Gen.	\$47,200	159.43	\$1,881.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	619842
	2017	Gen.	\$47,200	159.776	\$1,885.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	220334
	2016	Gen.	\$47,200	159.957	\$1,887.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	121585
												Current Total Due	\$0.00

Limited Liability Company Annual Report



1. LLC Name: JTA PROPERTIES LLC
2. Business Entity ID No.: 6806889
3. Tax Closing Date: December 2022
4. State of Organization: KS
5. Official Mailing Address:
500 SE HIGH, TOPEKA KS 66607

Electronic File Stamp
Information:

Filed

- Date: 04/23/2023
- Time:
09:39:36 AM

6. Members who own 5% or more of capital (Kansas LLCs only):

Joyce - Hesse 500 SE High Topeka, KS 66607
Albert Hesse - 500 SE High Topeka, KS 66607

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Executed on April 23, 2023

Signature of Authorized Person: JOYCE Hesse

KANSAS SECRETARY OF STATE
NON-CERTIFIED WEB COPY
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City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE: October 3, 2023
CONTACT PERSON: Braxton Copley, Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Schwerdt Design Group, Inc.
PROJECT #:
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Public Works AIA Architect Contract between the City of Topeka and Schwerdt Design Group, Inc., in an amount not to exceed \$157,680 for engineering and architectural services.

(Approval will authorize the City Manager to sign and execute the contract for facility inspection condition assessment and recommendation for repairs and replacement of any systems, of the existing hotel located at 1717 SW Topeka Boulevard.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

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

BACKGROUND:

The City of Topeka issued a request for proposals, Event 2826, on June 16, 2023 for qualified firms to provide proposals for evaluating and assessing the major systems of the former Hotel Topeka. The City desires to understand the status of the major systems and to obtain recommendations for repairs and replacement of these systems necessary to serve as the foundation of a major hotel improvement.

BUDGETARY IMPACT:

\$157,680

SOURCE OF FUNDING:

Resolution No. 9419 - General Obligation Bonds

ATTACHMENTS:

Description

Contract - Schwerdt Design Group, Inc.

Event 2826 Preview

Event 2826 Hotel Facilities System Assessment RFP

Schwerdt Design Group Proposals

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 24th day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Topeka, A Duly Organized Municipality
215 SE 7th Street, Room 106
Topeka, KS 66603

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

Schwerdt Design Group, Inc.
2231 SW Wanamaker Rd, Suite 303
Topeka, Kansas 66614
Phone: (785) 273-7540

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

City of Topeka, Hotel Facilities Assessment
1717 SW Topeka Blvd, Topeka, KS

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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User Notes:

(1499802473)

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

The Architect's services are based on the Initial Information set forth in this Article 1. SDG will provide services for a facility inspection condition assessment and recommendation for repairs and replacement of any systems, of the existing hotel located at 1717 SW Topeka Blvd. These services will include:

1. Evaluation of the property's major mechanical systems.
2. Written assessments of the status of maintenance and repair of each system.
3. Written professional estimates of the remaining useful life of each system.
4. Written recommendations to the City regarding the need for immediate repairs or maintenance to be completed on each system, if required.
5. Written recommendations to the City regarding replacements or rebuilding to be undertaken on each system, if required
6. Evaluation of the following systems will be conducted:
 - a. Building envelope, including roofs and windows
 - b. Elevators
 - c. Mechanical
 - d. Electrical
 - e. Plumbing
 - f. Structural
 - g. Environmental
 - h. HVAC
 - i. Exterior drives, parking, and sidewalks
 - j. Building canopies, awnings, overhangs, and porticos
 - k. Fire protection
 - l. Fire/life safety issues
 - m. Audio visual equipment
 - n. Kitchen equipment and restaurant items, specifically including, but not limited to hoods, ovens, stoves, sinks, and grease traps.
 - o. Interior items – flooring, doors, room amenities (beds, TVs, A/C units, refrigerators, microwaves), gym equipment, indoor pool, Wi-Fi connectivity, and business center
 - p. ADA Standards and Accessibility

The visual Property Condition Assessment (PCA) will be provided in accordance with ASTM 2018-15 standards, providing estimates of each systems remaining useful life, make narrative recommendations on repairs or replacements of each system along with estimated costs as described in "Hotel Facilities System Assessment", Event #2826.

This does not include any deconstructive demolition or special testing to determine status of structural, environmental or other hidden conditions.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Andrew Wiechen, Associate AIA
2231 SW Wanamaker Rd, Suite 303
Topeka, Kansas 66614
Ph. 785-273-7540
Email: aew@sdgarch.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than one-million dollars (\$ 1,000,000) for each occurrence and two-million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than five-hundred thousand dollars (\$ 500,000) each accident, five-hundred thousand dollars (\$ 500,000) each employee, and five-hundred thousand dollars (\$ 500,000) policy limit.

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§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million dollars (\$ 1,000,000) per claim and two-million dollars (\$ 2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Braxton Copley, Public Works Department Director
City of Topeka Public Works Department
Topeka, KS

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this

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Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ [N/A] Arbitration pursuant to Section 4.3 of this Agreement

☒ [X] Litigation in a court of competent jurisdiction

☐ [N/A] Other (Specify)

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

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

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that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee, if the Owner intends to continue using the Architect’s Instruments of Service:

N/A

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

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☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

One hundred Fifty-Seven thousand Six hundred Eighty dollars and no cents (\$ 157,680.00)

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8
- .9
- .10
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect**§ 6.3.1 Initial Payments**

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

5 % five-percent

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

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

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

AIA Document B210-2017 Facility Support

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Gregory E. Schwerdt, AIA, LEED, AP President

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:03:43 ET on 09/19/2023.

PAGE 1

AGREEMENT made as of the 24th day of August in the year 2023

...

City of Topeka, A Duly Organized Municipality
215 SE 7th Street, Room 106
Topeka, KS 66603

...

Schwerdt Design Group, Inc.
2231 SW Wanamaker Rd, Suite 303
Topeka, Kansas 66614
Phone: (785) 273-7540

...

City of Topeka, Hotel Facilities Assessment
1717 SW Topeka Blvd, Topeka, KS

PAGE 2

The Architect's services are based on the Initial Information set forth in this Article 1. SDG will provide services for a facility inspection condition assessment and recommendation for repairs and replacement of any systems, of the existing hotel located at 1717 SW Topeka Blvd. These services will include:

1. Evaluation of the property's major mechanical systems.
2. Written assessments of the status of maintenance and repair of each system.
3. Written professional estimates of the remaining useful life of each system.
4. Written recommendations to the City regarding the need for immediate repairs or maintenance to be completed on each system, if required.
5. Written recommendations to the City regarding replacements or rebuilding to be undertaken on each system, if required
6. Evaluation of the following systems will be conducted:
 - a. Building envelope, including roofs and windows
 - b. Elevators
 - c. Mechanical
 - d. Electrical
 - e. Plumbing
 - f. Structural
 - g. Environmental
 - h. HVAC
 - i. Exterior drives, parking, and sidewalks
 - j. Building canopies, awnings, overhangs, and porticos

- k. Fire protection
- l. Fire/life safety issues
- m. Audio visual equipment
- n. Kitchen equipment and restaurant items, specifically including, but not limited to hoods, ovens, stoves, sinks, and grease traps.
- o. Interior items – flooring, doors, room amenities (beds, TVs, A/C units, refrigerators, microwaves), gym equipment, indoor pool, Wi-Fi connectivity, and business center
- p. ADA Standards and Accessibility

The visual Property Condition Assessment (PCA) will be provided in accordance with ASTM 2018-15 standards, providing estimates of each systems remaining useful life, make narrative recommendations on repairs or replacements of each system along with estimated costs as described in "Hotel Facilities System Assessment", Event #2826.

This does not include any deconstructive demolition or special testing to determine status of structural, environmental or other hidden conditions.

PAGE 3

Andrew Wiechen, Associate AIA
2231 SW Wanamaker Rd, Suite 303
Topeka, Kansas 66614
Ph. 785-273-7540
Email: aew@sdgarch.com

...

§ 1.5.1 Commercial General Liability with policy limits of not less than one-million dollars (\$ 1,000,000) for each occurrence and two-million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

...

§ 1.5.5 Employers' Liability with policy limits not less than five-hundred thousand dollars (\$ 500,000) each accident, five-hundred thousand dollars (\$ 500,000) each employee, and five-hundred thousand dollars (\$ 500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million dollars (\$ 1,000,000) per claim and two-million dollars (\$ 2,000,000) in the aggregate.

§ 1.5.7 Additional Insured Obligations. ~~If requested by the Owner, to~~ To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 4

Braxton Copley, Public Works Department Director
City of Topeka Public Works Department
Topeka, KS

PAGE 6

[N/A] Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (*Specify*)

PAGE 7

N/A

...

PAGE 8

N/A

☒ Other

...

One hundred Fifty-Seven thousand Six hundred Eighty dollars and no cents (\$ 157,680.00)

...

.1 ~~Transportation and authorized out of town travel and subsistence;~~

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~

.10 ~~Site office expenses;~~

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

PAGE 9

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

5 % five-percent

PAGE 11

AIA Document B210-2017 Facility Support

...

Gregory E. Schwerdt, AIA, LEED, AP President



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:03:43 ET on 09/19/2023 under Order No. 2114412962 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

 AIA®

Document B210™ – 2017

Standard Form of Architect’s Services: Facility Support

for the following **PROJECT:**
(Name and location or address)

City of Topeka, Hotel Facilities Assessment
1717 SW Topeka Blvd, Topeka, KS

THE OWNER:
(Name, legal status and address)

City of Topeka, A Duly Organized Municipality
215 SE 7th Street, Room 106
Topeka, KS 66603

THE ARCHITECT:
(Name, legal status and address)

Schwerdt Design Group, Inc.
2231 SW Wanamaker Rd, Suite 303
Topeka, Kansas 66614
Phone: (785) 273-7540

THE AGREEMENT
This Standard Form of Architect’s Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 24th day of August in the year 2023 .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	FACILITY SUPPORT SERVICES
3	ADDITIONAL SERVICES
4	OWNER’S RESPONSIBILITIES
5	COMPENSATION
6	SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect’s services are based on the Initial Information set forth in this Article 1. SDG will provide services for a facility inspection condition assessment and recommendation for repairs and replacement of any systems, of the existing hotel located at 1717 SW Topeka Blvd. These services will include:

1. Evaluation of the property’s major mechanical systems.
2. Written assessments of the status of maintenance and repair of each system.
3. Written professional estimates of the remaining useful life of each system.

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

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

This document provides the Architect’s scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect’s Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement. The Architect should consult with its professional liability insurance provider to determine whether the services described herein are covered under the Architect’s policy.

4. Written recommendations to the City regarding the need for immediate repairs or maintenance to be completed on each system, if required.
5. Written recommendations to the City regarding replacements or rebuilding to be undertaken on each system, if required
6. Evaluation of the following systems will be conducted:
 - a. Building envelope, including roofs and windows
 - b. Elevators
 - c. Mechanical
 - d. Electrical
 - e. Plumbing
 - f. Structural
 - g. Environmental
 - h. HVAC
 - i. Exterior drives, parking, and sidewalks
 - j. Building canopies, awnings, overhangs, and porticos
 - k. Fire protection
 - l. Fire/life safety issues
 - m. Audio visual equipment
 - n. Kitchen equipment and restaurant items, specifically including, but not limited to hoods, ovens, stoves, sinks, and grease traps.
 - o. Interior items – flooring, doors, room amenities (beds, TVs, A/C units, refrigerators, microwaves), gym equipment, indoor pool, Wi-Fi connectivity, and business center
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This does not include any deconstructive demolition or special testing to determine status of structural, environmental or other hidden conditions.

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

§ 1.1.1 The Architect shall perform the Facility Support Services described herein for the following Facility or Facilities: *(List the name and location or address of each building or other Facility for which the Architect will perform Facility Support Services.)*

Topeka Hotel, 1717 SW Topeka Blvd, Topeka, Kansas

§ 1.1.2 The Architect shall retain the following consultants: *(List name, discipline, address, and other information.)*

.1 Structural Engineer:

Certus Structural Engineers, Inc.
900 S Kansas Ave, Suite 400
Topeka, KS 66612
Ph. 785-291-0400
Kevin.vollrath.com

.2 Mechanical Engineer:

Latimer, Sommers, and Associates
3639 Summerfield Dr, Suite A
Topeka, KS 66614
Ph. 785-233-3232
latimer@lsapa.com

.3 Electrical Engineer:
 Latimer, Sommers, and Associates
 3639 Summerfield Dr, Suite A
 Topeka, KS 66614
 Ph. 785-233-3232
jlatimer@lsapa.com

.4 Plumbing Engineer:
 Latimer, Sommers, and Associates
 3639 Summerfield Dr, Suite A
 Topeka, KS 66614
 Ph. 785-233-3232
jlatimer@lsapa.com

.5 Civil Engineer:
 CFS Engineers
 2930 SW Woodsie Dr.
 Topeka, KS 66614
 Ph. 785-272-4706
kholland@cfs.com

.6 Environmental Services:
 Terracon
 2016 SW 37th St
 Topeka, KS 66611
 Ph. 785-380-2970
Steve.pretsch@terracon.com

.7 Fire Protection:
 Poole Fire Protection
 19910 W. 161st St
 Olathe, KS 66062
 Ph. 913-747-2070
dpool@poolefire.com

.8 ADA Standards and Accessibility
 Terracon
 2016 SW 27th Str
 Topeka, KS 66611
 Ph: 785-380-2970
Steve.pretsch@terracon.com

§ 1.1.3 The Owner's contractors and consultants that affect the Architect's services:
(List name, discipline, address, and other information.)

To be determined.

§ 1.1.4 Other Initial Information on which the Architect's services are based:
(List below other information that will affect the Architect's performance of its services, such as the Owner's intended use for the Facility or Facilities, the Owner's budget for the Project, the Owner's anticipated milestone dates, current digital facility management system, and Owner confidentiality requirements.)

Full Duration for the completion of Facilities Condition Assessment (FCA) – 70 (seventy) days from the date of this contract, fully executed.

Phase One – Preliminary Report:

- Duration of Preliminary Report: 30 days from the date of this contract, fully executed.

Init.

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User Notes:

(1416573747)

- Architect and consultants to provide initial walk-thru of the facility and Preliminary Report of findings.
- Architect to submit Preliminary Report to Owner for review.
- Architect and Architect's consultants are not responsible for any unforeseen items not documented within the Preliminary Report. The Owner releases the Architect and Architect's consultants from all claims and causes of action arising from the use of this Preliminary Report. The Owner further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of this Preliminary Report.
- Architect and consultants to proceed to Phase Two – Draft Report.

Phase Two – Draft Report:

- Duration of Draft Report: 30 days from completion of Phase One – Preliminary Report.
- Architect and consultants to perform facility inspections, condition assessment, and recommendation for repairs and replacement of any systems.
- Architect to submit Draft Report to Owner for review prior to proceeding to Phase Three – Final Report.

Phase Three – Final Report

- Duration of Final Report: 10 (ten) days.
- Architect to coordinate Owner review and approval of Phase Two – Draft Report. Review to be held in-person with Owner, Architect, and consultants.
- Architect and consultants to obtain Owner's written approval to proceed with finalizing report.
- Architect and consultants to finalize report and issue to Owner.

A Facilities Condition Assessment (FCA) with more systems detailed quantification and itemization, condition indexing, and provision of an interactive database to enable repair or replacement scenarios is available at an additional cost.

-

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 FACILITY SUPPORT SERVICES

§ 2.1 The Architect shall manage the Facility Support Services, research applicable design criteria, attend meetings pertaining to the Facility Support Services, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness, of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Facility Support Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Facility Support Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Facility Support Services to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Facility Support Services.

§ 2.5 The Architect shall provide the listed Facility Support Services only if specifically designated below as the Architect's responsibility for the Facility or Facilities designated. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Facility Support Service is not being provided for the Project.

(Designate the Architect's Facility Support Services and the Owner's Facility Support Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Facility Support Service and each Facility for which the service is to be provided.)

Services	Responsibility (Architect, Owner or Not Provided)	Facility (Identify the Facility or Facilities for each service)
§ 2.5.1 FACILITY CONDITION ASSESSMENT		
.1 Code Review	Architect	
.2 Site Features	Architect	
.3 Exterior Components	Architect	
.4 Interior Components	Architect	
.5 Mechanical, Electrical, and Plumbing Systems	Architect	
.6 Conveying Equipment	Architect	
.7 Life Safety and Fire Protection Systems	Architect	
.8 Data and Communication Systems	Architect	
.9 Furnishings, Fixtures, and Equipment Inventory	Architect	
.10 Preliminary Cost Estimate	Architect	
.11 Facility Condition Index	Not Provided	
§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT		
.1 Utility Operating Cost	Not Provided	
.2 Building Automation Systems	Architect	
.3 Workspace Ergonomics	Not Provided	
.4 Sustainability	Not Provided	
.5 Building Certification Assistance	Not Provided	
.6 Health and Wellness	Not Provided	
§ 2.5.3 OPERATIONS ASSESSMENT		
.1 Labor Cost	Not Provided	
.2 Work Order Process	Not Provided	
.3 Vendor Contracts	Not Provided	
.4 Organization and Policies	Not Provided	
§ 2.5.4 SPACE MANAGEMENT		
.1 Area Calculations	Not Provided	
.2 Space Allocation Inventory	Not Provided	
.3 Occupancy Planning	Not Provided	
.4 Migration Planning	Not Provided	
.5 Move, Add, Change Management	Not Provided	
.6 Workplace Strategies	Not Provided	
§ 2.5.5 MAINTENANCE MANAGEMENT		
.1 Maintenance Plan	Not Provided	
.2 Maintenance Management Services	Not Provided	
.3 Ongoing Commissioning Plan	Not Provided	
.4 Ongoing Commissioning Services	Not Provided	
§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM		
.1 Evaluation	Not Provided	
.2 Selection	Not Provided	
.3 Implementation and Training	Not Provided	
.4 Operation	Not Provided	
.5 Consulting	Not Provided	
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES	Not Provided	

§ 2.6 Description of Services

A brief description of each Facility Support Service is provided below.

Init.

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User Notes:

(1416573747)

§ 2.6.1 PROPERTY CONDITION ASSESSMENT

§ 2.6.1.1 Code Review. The Architect shall review the requirements of laws, codes, and regulations that pertain to the facility condition assessment services selected in Section 2.5.1. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

§ 2.6.1.2 Site Features. The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.3 Exterior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.4 Interior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.5 Mechanical, Electrical, and Plumbing Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.6 Conveying Equipment. The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including elevators, escalators, and moving walks. The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.7 Life Safety and Fire Protection Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.8 Data and Communication Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.9 Furnishings, Fixtures, and Equipment Inventory. The Architect shall provide the Owner with an inventory of furnishings, fixtures, and equipment in the Facility and provide a new, or record an existing, unique identifying tag for each. The inventory shall identify each furnishing, fixture, or piece of equipment by its identifying tag and location; describe its current condition; estimate its remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigations.

§ 2.6.1.10 Preliminary Cost Estimate. Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall

include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner. The preliminary cost estimate represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared or agreed to by the Architect.

(Paragraphs deleted)

§ 2.6.2.2 Building Automation Systems. The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems.

(Paragraphs deleted)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner, to the extent that the Owner can obtain the following documents from the Seller / Receiver, shall provide to the Architect data necessary for the Facility Support Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; salary structure; organizational changes; job descriptions and qualifications; work order system data; building automation systems; administration support and policy and procedure manuals; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

§ 4.2 The Owner, to the extent Owner can obtain consent from the Seller / Receiver, shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Facility Support Services as follows:

(Insert amount of, or basis for, compensation.)

One hundred Fifty-Seven thousand Six hundred Eighty dollars and no cents (\$ 157,680.00)

Compensation for all Professional Services shall be monthly progress payments for services rendered.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly rates of discipline involved with prior approval ahead of time.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Facility Support are as follows:

Additions and Deletions Report for

AIA® Document B210™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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1717 SW Topeka Blvd, Topeka, KS

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215 SE 7th Street, Room 106
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Schwerdt Design Group, Inc.
2231 SW Wanamaker Rd, Suite 303
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Phone: (785) 273-7540

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This does not include any deconstructive demolition or special testing to determine status of structural, environmental or other hidden conditions.

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Topeka Hotel, 1717 SW Topeka Blvd, Topeka, Kansas

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.1 Structural Engineer:
Certus Structural Engineers, Inc.
900 S Kansas Ave, Suite 400
Topeka, KS 66612
Ph. 785-291-0400
Kevin.vollrath.com

.2 Mechanical Engineer:
Latimer, Sommers, and Associates
3639 Summerfield Dr, Suite A
Topeka, KS 66614
Ph. 785-233-3232
jlatimer@lsapa.com

.3 Electrical Engineer:
Latimer, Sommers, and Associates
3639 Summerfield Dr, Suite A
Topeka, KS 66614
Ph. 785-233-3232
jlatimer@lsapa.com

.4 Plumbing Engineer:
Latimer, Sommers, and Associates
3639 Summerfield Dr, Suite A
Topeka, KS 66614
Ph. 785-233-3232
jlatimer@lsapa.com

.5 Civil Engineer:
CFS Engineers
2930 SW Woodsie Dr.
Topeka, KS 66614
Ph. 785-272-4706

kholland@cfse.com

.6 Environmental Services:

Terracon

2016 SW 37th St

Topeka, KS 66611

Ph. 785-380-2970

Steve.pretsch@terracon.com

.7 Fire Protection:

Poole Fire Protection

19910 W. 161st St

Olathe, KS 66062

Ph. 913-747-2070

dpool@poolefire.com

.8 ADA Standards and Accessibility

Terracon

2016 SW 27th Str

Topeka, KS 66611

Ph: 785-380-2970

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To be determined.

...

Full Duration for the completion of Facilities Condition Assessment (FCA) – 70 (seventy) days from the date of this contract, fully executed.

Phase One – Preliminary Report:

- Duration of Preliminary Report: 30 days from the date of this contract, fully executed.
- Architect and consultants to provide initial walk-thru of the facility and Preliminary Report of findings.
- Architect to submit Preliminary Report to Owner for review.
- Architect and Architect's consultants are not responsible for any unforeseen items not documented within the Preliminary Report. The Owner releases the Architect and Architect's consultants from all claims and causes of action arising from the use of this Preliminary Report. The Owner further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of this Preliminary Report.
- Architect and consultants to proceed to Phase Two – Draft Report.

Phase Two – Draft Report:

- Duration of Draft Report: 30 days from completion of Phase One – Preliminary Report.
- Architect and consultants to perform facility inspections, condition assessment, and recommendation for repairs and replacement of any systems.
- Architect to submit Draft Report to Owner for review prior to proceeding to Phase Three – Final Report.

Phase Three – Final Report

- Duration of Final Report: 10 (ten) days.
- Architect to coordinate Owner review and approval of Phase Two – Draft Report. Review to be held in-person with Owner, Architect, and consultants.
- Architect and consultants to obtain Owner's written approval to proceed with finalizing report.
- Architect and consultants to finalize report and issue to Owner.

A Facilities Condition Assessment (FCA) with more systems detailed quantification and itemization, condition indexing, and provision of an interactive database to enable repair or replacement scenarios is available at an additional cost.

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PAGE 5

.1	Code Review	<u>Architect</u>	
.2	Site Features	<u>Architect</u>	
.3	Exterior Components	<u>Architect</u>	
.4	Interior Components	<u>Architect</u>	
.5	Mechanical, Electrical, and Plumbing Systems	<u>Architect</u>	
.6	Conveying Equipment	<u>Architect</u>	
.7	Life Safety and Fire Protection Systems	<u>Architect</u>	
.8	Data and Communication Systems	<u>Architect</u>	
.9	Furnishings, Fixtures, and Equipment Inventory	<u>Architect</u>	
.10	Preliminary Cost Estimate	<u>Architect</u>	
.11	Facility Condition Index	<u>Not Provided</u>	

...

.1	Utility Operating Cost	<u>Not Provided</u>	
.2	Building Automation Systems	<u>Architect</u>	
.3	Workspace Ergonomics	<u>Not Provided</u>	
.4	Sustainability	<u>Not Provided</u>	
.5	Building Certification Assistance	<u>Not Provided</u>	
.6	Health and Wellness	<u>Not Provided</u>	

...

.1	Labor Cost	<u>Not Provided</u>	
.2	Work Order Process	<u>Not Provided</u>	
.3	Vendor Contracts	<u>Not Provided</u>	
.4	Organization and Policies	<u>Not Provided</u>	

...

.1	Area Calculations	<u>Not Provided</u>	
.2	Space Allocation Inventory	<u>Not Provided</u>	
.3	Occupancy Planning	<u>Not Provided</u>	
.4	Migration Planning	<u>Not Provided</u>	
.5	Move, Add, Change Management	<u>Not Provided</u>	
.6	Workplace Strategies	<u>Not Provided</u>	

...

.1	Maintenance Plan	<u>Not Provided</u>	
.2	Maintenance Management Services	<u>Not Provided</u>	
.3	Ongoing Commissioning Plan	<u>Not Provided</u>	
.4	Ongoing Commissioning Services	<u>Not Provided</u>	

...

.1	Evaluation	<u>Not Provided</u>	
.2	Selection	<u>Not Provided</u>	
.3	Implementation and Training	<u>Not Provided</u>	

.4 Operation	<u>Not Provided</u>	
.5 Consulting	<u>Not Provided</u>	
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES	<u>Not Provided</u>	

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§ 2.6.1 FACILITY CONDITION ASSESSMENT**§ 2.6.1 PROPERTY CONDITION ASSESSMENT**

...

§ 2.6.1.3 Exterior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation. If applicable, the Architect shall identify the next safety inspection date for exterior components.

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§ 2.6.1.11 Facility Condition Index. The Architect shall provide the Owner with a benchmark of the current condition of the Facility using the Facility Condition Index (FCI) method or other standard as approved by the Owner.

§ 2.6.2 FACILITY PERFORMANCE ASSESSMENT

§ 2.6.2.1 Utility Operating Cost. The Architect shall provide the Owner with a written assessment of the utility operating costs of the Facility. The assessment shall include an evaluation of relevant utility bills, weather data, building automations systems, utility rates, hours of occupancy, and applicable codes as they pertain to utility operating costs. The assessment shall also include a comparison of the Facility's utility operating costs to industry benchmarks and preliminary recommendations for improvement.

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§ 2.6.2.3 Workspace Ergonomics. The Architect shall provide the Owner with a written assessment of workspace ergonomics within the Facility. The assessment shall include an evaluation of work environments, chairs, keyboards, and monitors. The assessment shall also include preliminary recommendations for improving workspace ergonomics within the Facility.

§ 2.6.2.4 Sustainability. The Architect shall provide the Owner with a written assessment of the sustainable performance of the Facility, including an evaluation of site conditions, energy and resource consumption, sustainable design features, building materials and finishes, and indoor environmental quality. The assessment shall include preliminary recommendations for improving the sustainable performance of the Facility.

§ 2.6.2.5 Building Certification Assistance. The Architect shall assist in the application for, and submission of the pertinent data for, the following building certifications:

(List the building certifications for which the Architect will provide assistance.)

§ 2.6.2.6 Health and Wellness. The Architect shall provide the Owner with a written assessment of the health and wellness aspects of the Facility in accordance with the WELL Building Standard® published by the International WELL Building Institute™ and current as of the date of the Agreement, or other standard rating system as agreed to in writing by the Owner and Architect. The assessment shall include preliminary recommendations for improving the health and wellness aspects of the Facility.

§ 2.6.3 OPERATIONS ASSESSMENT

§ 2.6.3.1 Labor Costs. The Architect shall provide the Owner with a written assessment of labor costs of operating the Facility, including an evaluation of the organization structure, service contracts, job descriptions, salary structure, benefits, shift coverage, and applicable codes. The assessment shall include a comparison of the Facility's labor costs to industry benchmarks and recommendations for improvement.

§ 2.6.3.2 Work Order Process. The Architect shall provide the Owner with a written assessment of the work order processes for the Facility, including an evaluation of preventive maintenance procedures, unscheduled maintenance, and related software systems. The assessment shall include a comparison of the Facility's work order process to industry benchmarks and recommendations for improvement.

§ 2.6.3.3 Vendor Contracts. The Architect shall provide the Owner with a written assessment of the vendor contracts identified below. The assessment shall include an evaluation of vendor scopes of work, accounting records, and performance data. The assessment shall also include a comparison of the Facility's vendor contracts to industry benchmarks and recommendations for improvement.
(Identify vendor contracts included in the Architect's assessment.)

§ 2.6.3.4 Organization and Policies. The Architect shall provide the Owner with a written assessment of the Owner's organizational structure, administrative procedures, and policy and procedure manuals that relate to management of the Facility. The assessment shall include a comparison to similar organizations and recommendations for improvement.

§ 2.6.4 SPACE MANAGEMENT

§ 2.6.4.1 Area Calculations. The Architect shall perform area calculations for the Facility or Facilities identified in Section 2.5.4.1 using the following measurement standard:
(Identify the measurement standard the Architect will use for area calculations.)

§ 2.6.4.2 Space Allocation Inventory. The Architect shall provide an inventory of occupant spatial use within the Facility. The inventory shall include stacking diagrams and plans that identify areas by occupant use.

§ 2.6.4.3 Occupancy Planning. The Architect shall provide the Owner with an occupancy plan for the Facility. In developing the occupancy plan, the Architect shall: (1) consult with the Owner to determine occupancy goals, the Owner's organizational structure, and space and planning parameters; (2) conduct interviews of select members of the Owner's staff to determine forecasted growth, space needs, and departmental adjacencies; and (3) provide the Owner with preliminary occupancy scenarios.

§ 2.6.4.4 Migration Planning. The Architect shall provide the Owner with a migration plan to implement the occupancy plan for the Facility. The migration plan shall include a schedule of migration activities and occupant origination and destination areas. In developing the migration plan, the Architect shall consult with the Owner to determine migration sequencing, construction schedules, resource availability, department activity, and the need for transition space.

§ 2.6.4.5 Move, Add, Change Management. The Architect shall manage move, add, and change requests, regarding occupancy, equipment, and spatial use within the Facility. The Architect shall develop protocols to generate and respond to requests, and prepare preliminary cost estimates and schedules for projects that arise out of requests. The Architect may use the Owner's digital facility management system to manage the move, add, and change process.

§ 2.6.4.6 Workplace Strategies. The Architect shall consult with the Owner to develop strategies to improve workplace productivity and efficiency in the Facility, such as strategies to manage change in the workplace; reduce occupancy costs and space requirements; foster occupant innovation and collaboration; or increase occupant engagement, satisfaction, and retention.

§ 2.6.5 MAINTENANCE MANAGEMENT

§ 2.6.5.1 Maintenance Plan. The Architect shall provide the Owner with a maintenance plan for the Facility. The maintenance plan shall: (1) identify systems, building components, and materials that require periodic maintenance and include maintenance protocols for each; (2) include a list of participants in the maintenance process, their roles and responsibilities, and protocols for participant communication and the distribution of information; and (3) describe

services necessary to manage the maintenance activities for the Facility, including coordination, observation, and record keeping requirements.

§ 2.6.5.2 Maintenance Management Services. The Architect shall perform the maintenance management services identified as the Architect's responsibility in the Facility's maintenance plan until termination of the Agreement or as identified below.

(Identify the termination date of the Architect's maintenance management services if other than the termination of the Agreement.)

§ 2.6.5.3 Ongoing Commissioning Plan. The Architect shall provide the Owner with an Ongoing Commissioning Plan for the Facility. The Ongoing Commissioning Plan shall identify systems to be commissioned on a periodic basis and include requirements for repeated functional testing and ongoing monitoring.

§ 2.6.5.4 Ongoing Commissioning Services. The Architect shall perform the Ongoing Commissioning Services identified as the Architect's responsibility in the Facility's Ongoing Commissioning Plan until termination of the Agreement or as identified below.

(Identify the termination date of the Architect's Ongoing Commissioning Services if other than the termination of the Agreement.)

§ 2.6.6 DIGITAL FACILITY MANAGEMENT SYSTEM

§ 2.6.6.1 Evaluation. The Architect shall evaluate the necessity and feasibility of implementing a software or web-based digital facility management system, such as a computerized maintenance management system or integrated workplace management system, to manage the Facility's capital improvements, space planning and usage, maintenance and operation, and resource consumption. If the Architect recommends implementation of a digital facility management system, the Architect shall also evaluate the system's capabilities and functionality. In performing these evaluations, the Architect shall consult with the Owner to determine the Owner's management goals, facility and space needs, maintenance needs, technological capabilities, and budget. The Architect shall present its findings and recommendations to the Owner.

§ 2.6.6.2 Selection. The Architect shall assist the Owner to select a digital facility management system, which may include preparing and distributing a request for proposal to potential service providers, coordinating software demonstrations, and developing a comparative matrix to grade potential service providers. If the Owner has an existing digital facility management system, the Architect shall assess its performance and provide the Owner with recommendations.

§ 2.6.6.3 Implementation and Training. The Architect shall implement a digital facility management system selected by the Owner. The Architect's implementation services shall include software configuration, data integration, user administration setup, and report writing. The Architect shall also train the Owner and the Owner's staff on the proper use and maintenance of the digital facility management system, and provide the Owner with protocols for each.

§ 2.6.6.4 Operation. The Architect shall operate and maintain a digital facility management system, selected by the Owner, to manage the following aspects of the Facility.

(Identify aspects of the Facility that the Architect will manage with the Digital Facility Management System, such as space use monitoring, vacancy tracking, and maintenance and operation support.)

§ 2.6.6.5 Consultation. The Architect shall consult with the Owner and the Owner's other consultants regarding aspects of the Owner's digital facility management system, which may include software updates, data integration, report generation, and digital dashboards.

§ 2.6.7 Other Facility Support Services Identified in Section 2.5.7:

(Describe the Facility Support Services, if any, identified in Section 2.5.7.)

...

§ 4.1 The Owner, to the extent that the Owner can obtain the following documents from the Seller / Receiver, shall provide to the Architect data necessary for the Facility Support Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; salary structure; organizational changes; job descriptions and qualifications; work order system data; building automation systems; administration support and policy and procedure manuals; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

§ 4.2 The Owner, to the extent Owner can obtain consent from the Seller / Receiver, shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

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One hundred Fifty-Seven thousand Six hundred Eighty dollars and no cents (\$ 157,680.00)

Compensation for all Professional Services shall be monthly progress payments for services rendered.

...

Hourly rates of discipline involved with prior approval ahead of time.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:04:41 ET on 09/19/2023 under Order No. 2114412962 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B210™ – 2017, Standard Form of Architect's Services: Facility Support, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY OF TOPEKA

Event # 2826-0

Name: Hotel Facilities System Assessment

Reference: Hotel Topeka, 1717 SW Topeka Blvd.

Description: The City of Topeka is requesting proposals from qualified firms to evaluate and provide a written assessment of the major systems of the former Hotel Topeka. The City desires to understand the status of the major systems and to obtain recommendations for repairs and replacement of these systems necessary to serve as the foundation of a major hotel improvement.

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: 06/16/2023 12:01:00 PM

Open: 06/16/2023 12:00:00 PM

Q & A Close: 06/23/2023 12:00:00 PM

Close: 06/30/2023 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.

Event # 2826-0: Hotel Facilities System Assessment

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

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Event # 2826-0: Hotel Facilities System Assessment

and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

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

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

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

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

Company 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

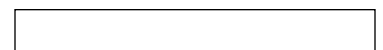
All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

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 # 2826-0: Hotel Facilities System Assessment

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.

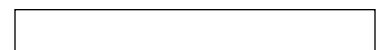
2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other 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.



Event # 2826-0: Hotel Facilities System Assessment

3. **NEGOTIATED PROCUREMENT:** The City reserves the right to negotiate with the selected bidder of this solicitation. The final evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)
4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. **QUESTIONS & ADDENDA:** All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.
6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.
7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.
8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:
- 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 # 2826-0: Hotel Facilities System Assessment

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

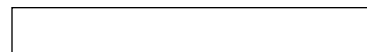
(g) Organizational chart

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 # 2826-0: Hotel Facilities System Assessment

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 2826 Hotel Facilities System Assessment RFP.pdf

Commodity Codes

Event # 2826-0: Hotel Facilities System Assessment

Commodity Code	Description
918	CONSULTING SERVICES
925	ENGINEERING SERVICES, PROFESSIONAL

Line Details

Line 1: Hotel Facilities System Assessment

Description: Enter 1.00 in the unit price field. Proposers must upload and attach their technical proposal and separate price proposal as outlined in the RFP with their response. You must click "Submit" in order submit your proposal.

Item: RFP - HOTEL TOPEKA BID

Commodity 918 CONSULTING SERVICES
Code:

Quantity: 1.000 **UOM:** EA

Requested 08/31/2023
Delivery Date:

Require Yes
Response:

Price Breaks Allowed: No

Alternate Items No
Allowed:

Add On No
Charges
Allowed:

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	8008013800	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

HOTEL FACILITIES SYSTEM ASSESSMENT

Request for Proposals (RFP)

I. Background and Objective

In June 2023, the City of Topeka (City) purchased the former Hotel Topeka at a foreclosure auction. The City purchased the facility “as-is” and was not able to conduct a proper facility inspection. With a planned redevelopment to commence in the fall of 2023, the City desires to understand the status of the facility’s major systems and to obtain recommendations for repairs and replacement of these systems necessary to serve as the foundation of a major hotel improvement.

- A. The City seeks proposals from qualified firms to:
 - 1. Evaluate the property’s major mechanical systems.
 - 2. Provide written assessments of the status of maintenance and repair of each system.
 - 3. Provide professional estimates of the remaining useful life of each system.
 - 4. Provide written recommendations to the City regarding immediate repairs or maintenance to be undertaken on each system (if any).
 - 5. Provide written recommendations to the City regarding replacements or rebuilding to be undertaken on each system (if any).
- B. The systems to be studied include but are not limited to:
 - 1. Building envelope, including roofing and windows
 - 2. Elevators
 - 3. Mechanical
 - 4. Electrical
 - 5. Plumbing
 - 6. Structural
 - 7. Environmental
 - 8. HVAC
 - 9. Exterior drives, parking and sidewalks
 - 10. Building canopies, awnings, overhangs and porticos
 - 11. Fire Protection
 - 12. Fire/Life Safety Issues
 - 13. Audio Visual Equipment
 - 14. Kitchen Equipment and Restaurant Items
 - 15. Interior to include: flooring, doors, room amenities (beds, TV’s, AC units, refrigerators, microwaves), Gym Equipment, Indoor Pool, Wifi Connectivity, Business Center

The City intends to select one consulting firm for the project. Please note any of the above disciplines that will be subcontracted in your proposal. The awarded consulting firm will be responsible for delivering a comprehensive report covering all disciplines above.

II. Consultant Minimum Qualifications

- A. Must be a professional engineering, contracting, or general construction firm
- B. Significant expertise designing, installing, maintaining, and repairing building envelopes, mechanical, electrical, plumbing, and/or HVAC systems for large commercial facilities
- C. Experience providing similar assessment studies to other building owners
- D. Specific experience evaluating hotel properties is preferred

III. Proposal Response Format and Submittals

Interested proposers will need to provide the following information in order for their proposals to be considered. Technical proposals shall not exceed 10 pages, excluding the cover letter and example report if applicable. As stated below, fee proposals should be submitted separately from the technical proposal.

- A. 1-2 page cover letter
 - 1. Provide a brief introduction of the firm
 - 2. Key contact information for parties responsible for submitting the response
 - 3. Team member(s) with the authority to bind the firm
 - 4. Affirm the firm's ability to meet the minimum qualifications
 - 5. Directly identify which systems are included in the firm's proposal
- B. A description of qualifications including:
 - 1. Proposer's firm name, history, background, location(s), general description of services offered and contact information.
 - 2. A description of Proposer's project team, their roles in the engagement, their backgrounds and qualifications and their contact information.
 - 3. A detailed description of how Proposer meets the minimum qualifications described herein
 - 4. A narrative approach of Proposer's understanding of the project and how it would proceed if selected
 - 5. List of recent work (last three years) illustrating Proposer's expertise in evaluating each system including references. Reference information shall include:
 - i. Name of project
 - ii. Location of project
 - iii. Point of Contact: Name, Title, and direct contact information
 - iv. Project budget
 - v. Date of completion and details of meeting project milestones
 - 6. Project management expertise, in the event the City chooses to address any of the identified deficiencies in the short to long term, provide qualifications and expertise in preparing plans for rehabilitation, assisting with permitting, construction administration, and inspection services.
- C. An example report from a current or past project to illustrate the format and content of Proposer's deliverables. Identifying information may be redacted.
- D. A timetable identifying the expected submittal of a draft report to the City on a schedule from the date Proposer has access to the project.
- E. A fee proposal submitted separately from the technical proposal. Fees may be proposed as hourly or fixed fees. If hourly, please provide a full schedule by position title. Include, for each system, an estimate of total hours by position classification. Fixed fees should

cover inspection, assessment and delivering a comprehensive report. Any prospective project management fees are not to be included in the initial response.

IV. Evaluation Criteria

The City's Contracts and Procurement staff, assisted by Public Works staff, will evaluate the proposals. Proposal will be evaluated on the following criteria with weighting:

- A. 25% Quality of Project Team
- B. 35% Prior Expertise with Similar Commercial Projects
- C. 20% Estimated Delivery Timing
- D. 20% Fee Proposal

V. Response Deadline

Questions and Answers are due to be posted on the bid event in the ePro system before 12:00 p.m. CT on June 23, 2023.

Technical and Pricing proposals must be received before 2:00 p.m. CT on June 30, 2023.

Proposals should be submitted in the ePro system using the response option.



City of Topeka

Hotel Facilities System Assessment

RFP No. 2826

July 7, 2023



schwerdt design group

SCHWERDT

DESIGN

GROUP,

INC.

July 7, 2023
Leigha Boling
Director of Contracts and Procurement
City of Topeka
215 SE 7th St., Room 60
Topeka, Ks. 66603

RE: HOTEL FACILITIES SYSTEM ASSESSMENT - CITY OF TOPEKA RFP NO. 2826

Dear Ms. Boling

Architecture

Interiors

Planning

III.A.1 The Schwerdt Design Group Team is excited by the opportunity to provide the City of Topeka with a comprehensive Facilities Assessment for the former Hotel Topeka located adjacent to the Stormont Vail Event Center.

SDG is a 28-person architectural, interior design, and planning firm established in 1990 offering comprehensive services throughout the Midwest and a major part of the United States. We are licensed to practice in 46 States and currently have active projects in 20 States. The SDG Team includes 9 registered architects and 3 interior designers.

III.A.2. The key individuals responsible for submitting this response include:

Sherri Hartter
Director of Strategic Communication & Development
Schwerdt Design Group
2231 S.W. Wanamaker Road, Suite 303
Topeka, Kansas 66614
slh@sdgarch.com
W: 785.730.0909 (Direct)
W: 785.273.7540 (Office)
C: 785.230.0688 (Cell)

And

Greg Schwerdt, AIA, LEED AP, NCARB
President
Schwerdt Design Group
2231 S.W. Wanamaker Road, Suite 303
Topeka, Kansas 66614
ges@sdgarch.com
W: 785.273.7540 (Office)
C: 785.224.4450 (Cell)

III.A.3. Team members with the authority to bind the firm:

Greg Schwerdt, AIA, LEED AP, NCARB
President
Schwerdt Design Group
2231 S.W. Wanamaker Road, Suite 303
Topeka, Kansas 66614
ges@sdgarch.com
W: 785.273.7540 (Office)
C: 785.224.4450 (Cell)



2231 SW Wanamaker Rd.

Suite 303

Topeka, Kansas

66614-4275

785.273.7540

FAX 785.273-7579

www.sdgarch.com

SCHWERDT

DESIGN

GROUP,

INC.

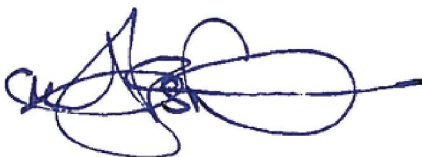
III.A.4. We are extremely confident the SDG Team has the **ability to meet the minimum requirements** of the RFP. To provide a broad professional resource base, and to assure you of the technical knowledge & skills required, we have assembled a design team of very experienced and talented architects, engineers, and interior designers that we believe are second to none. SDG offers the City of Topeka the advantages of a local industry leader familiar with the community we serve, as well as extensive experience in hotel assessments, while our team of consultants are regional and national leaders in their respective professions.

III.A.5. It is the intent of the SDG Team to **include all systems** listed in **I.B.1** through **I.B.15.** of the **Hotel Facilities System Assessment RFP** in the report to be developed for this project,.

Thank you for giving us the opportunity to introduce you to the Schwerdt Design Group Team. We believe that our Team has much to offer and we hope to have the opportunity to demonstrate this to you soon. SDG is excited about this project and being a part of your team.

Sincerely,

Schwerdt Design Group, Inc.



Greg Schwerdt, AIA, LEED AP, NCARB
President



2231 SW Wanamaker Rd.

Suite 303

Topeka, Kansas

66614-4275

785.273.7540

FAX 785.273-7579

www.sdgarch.com

III Proposal Response

III.B.1. Proposer's firm name, history, background, location(s) general description of services offered and contact information:

Schwerdt Design Group, Inc.
Greg Schwerdt, AIA, LEED AP, NCARB
Founder and President
2231 SW Wanamaker Rd., Suite 303
Topeka, KS 66614-4275

Schwerdt Design Group was founded in 1990 with the goal of building a better community through design excellence and personalized service to our clients. We listen carefully to our clients and then help them develop the most comprehensive and effective solutions to their specific needs. To provide the highest quality service to our clients, our team continually engages in technical research and professional development to remain on the leading edge of our profession.

Success in fulfilling our original goal has enabled Schwerdt Design Group to grow from a 4-person firm in 1990 to a 28-person architecture, interiors, and planning firm offering comprehensive design services throughout the Midwest and many parts of the United State. SDG's corporate office is in Topeka, Kansas, with a branch office in Oklahoma City, Oklahoma. SDG also has an affiliated interior design firm, Schwerdt Contract Interiors that was established in 1995.

Schwerdt Design Group has been involved in a broad range of design projects. We do not specialize in any one project type but rather we are a multi-disciplined firm working on a vast cross-section of commissions

Over 85 percent of SDG's business is from repeat clients. We attribute our success to our commitment to providing quality design services and, most importantly, creating meaningful, lasting relationships with our clients. We strive to have a deep understanding of each of our client's project vision, mission, and goals. Although there is always room for improvement, every step is taken to communicate with our clients from the start of the project to long after its completion. Communication is the key to our success and in maintaining valuable relationships with clients. Project types include:

- Athletic Venues
- Churches & Religious Facilities
- Corporate Headquarters
- Country, Golf & Private Clubs
- Dining Establishments
- Education
- Entertainment Venues
- Health Care Facilities
- Historic Restorations & Renovations
- Hotels
- Mixed Use Living Facilities
- Multi-Family Housing
- Museums & Galleries
- Office Buildings
- Post-Secondary Education Institutions
- Public & Private Schools
- Retail Establishments
- Senior Living Communities

A general description of the services SDG offers includes:

- Master Planning
- Feasibility Study
- Site Analysis & Selection
- Pre-Design & Planning
- Programming
- Facility Assessments
- Design, Code Review & Analysis
- Zoning Approval Processing
- Interior Design
- Construction Documents
- Project Estimation
- Construction Administration
- Green & Sustainable Design
- Historic Preservation

At SDG we believe successful projects result when good clients and good architects work hand in hand to form great relationships with one another. Relationships founded on a mutual understanding of expectations, clear communication, and a willingness of all parties to accept responsibility for making projects work.

For this type of project, it is imperative that you have a Team with a strong background and proven track record in existing facility assessments, especially hotels and multi-family facilities. We believe there are very few teams that can match our experience in this regard.

To provide a broad resource base, and to assure you of the technical knowledge and skill required, we have assembled a design team of very experienced and talented architects, engineers, interior designers, and specialty consultants that we believe is second to none.

Greg Schwerdt, AIA, will serve as Principal-in-Charge of the project. He will take the lead management role of the entire project team and serve as interface between the City of Topeka and the SDG team.

Greg is the founder of a diversified and accomplished firm dedicated to excellence in architecture, planning, interior design, management, and service to our clientele. With over forty-six years of architectural practice, he continues to bring the highest level of project management and personal integrity to all his projects. He has served as principal-in-charge on numerous projects for clients in Kansas and throughout the United States. Through effective communication, he has skillfully managed large teams of consultants and related specialists. Greg's methodical approach to problem solving, together with his broad perspective on organizational matters, have been the hallmark of the diverse teams he has led.

Andrew Wiechen, will serve as Senior Project Manager. Andrew will be your primary contact and responsible for the day-to-day oversight and progress of the project as well coordination with consultants and your Team. Andrew is a results-oriented Project Manager and Designer. He has over 18 years of experience working on complex medical, commercial, government, hospitality, civic, and historical preservation projects. His expertise includes strategic planning, master planning, architecture and urban design, interiors and product design, construction documentation, and cross-functional collaboration. Most recently Andrew has served as Project Manager for the physical assessment and renovation of 14 multi-family housing projects in South Chicago, mostly constructed in the 1940's and 1950's for Icarus Development over the past 2 years. He has also completed the renovation of 15 Mainstay hotels in 10 States in the last 2 years.

Andrew E. Wiechen, RA
Sr. Project Manager
Schwerdt Design Group
2231 S.W. Wanamaker Road, Suite 303
Topeka, Kansas 66614
aew@sdgarch.com
Direct: 785-730-0927

Shaun Elwood, AIA, will serve as Project Architect for the Hotel Assessment Project. His responsibilities include lending his expertise and experience in facility surveys. Shaun is a licensed architect with 22 years of experience, 13 of those years with SDG. Shaun has worked on a wide variety of projects including military, industrial, commercial, educational, multifamily residential, senior living, hospitality, and is currently a key member of our Facility Management Team providing architectural on-call services for a global communication company in 9 states. Many of the projects involve physical assessments of existing real estate owned by the client, including the majority of services requested in this RFP.

More importantly Shaun has led the SDG Team that has performed more than 60 hotel assessment projects in 22 States in the past 3 years.

Shaun L Elwood
Project Manager, AIA, NCARB
Schwerdt Design Group
500 N Broadway Ave, Suite 200
Oklahoma City, OK 73102
sle@sdgarch.com
W: 405.231.3105
Direct: 785.730.0908

Andrew and Shaun will be supported by Mike Stormer, RA, as a member of the SDG investigative team. Mike is a licensed architect with 49 years of experience, 31 of those years spent with SDG. Mike has extensive experience in historic preservation, and existing building renovation and has managed many of SDG's most complex projects. He is well-versed in building codes and review processes required by various regulatory agencies

Michael Stormer, RA
Schwerdt Design Group, Inc.
2231 S.W. Wanamaker Road, Suite 303
Topeka, Kansas 66614
mls@sdgarch.com
O: 785.273.7540
D: 785.596.8944

This is our A Team. We assure you we will not shift responsibilities or personnel throughout the project. Key to our success is dedication of THIS professional team to YOU and YOUR project. Together we bring accountability and commitment of guiding YOU to YOUR final goals.

III.B.3. Detailed description of how SDG meets the minimum qualifications described in the RFP:

To meet, and we believe to exceed the minimum qualifications requested in the RFP, SDG has assembled a team that we believe is second to none. The team consists of the following expert consultants and the systems review they will be providing. A more detailed profile of each consultant follows the systems list in the order presented below:

1. Building envelope, including roofing and windows – Schwerdt Design Group (SDG) and Terracon
2. Elevators - Latimer Sommers & Associates (LS&A) / Schwerdt Design Group (SDG)
3. Mechanical – Latimer Sommers & Associates (LS&A)
4. Electrical -- Latimer Sommers & Associates (LS&A)
5. Plumbing -- Latimer Sommers & Associates (LS&A)
6. Structural – Certus Structural Engineering
7. Environmental – Terracon
8. HVAC -- Latimer Sommers & Associates (LS&A)
9. Exterior drives, parking, and sidewalks - CFS Engineers
10. Building canopies, awnings, overhangs, and porticos - Schwerdt Design Group (SDG)
11. Fire Protection - Poole Fire Protection
12. Fire/Life Safety Issues - Poole Fire Protection
13. Audio Visual Equipment - Latimer Sommers & Associates (LS&A)
14. Kitchen Equipment and Restaurant Items - Schwerdt Design Group (SDG)
15. Interior to include: flooring, doors, room amenities (bed, TV's, AC Units, refrigerators, microwaves), Gym Equipment, Indoor Pool, Wi-Fi Connectivity, Business Center - Schwerdt Design Group (SDG), Schwerdt Contract Interiors (SCI), Terracon (Indoor Pool)

Consulting Firm Profiles

Terracon -- Terracon has grown to more than 6,000 employee-owners, including engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide. Terracon is a multidiscipline engineering consulting firm delivering facilities, environmental, geotechnical, and materials services.

1. Environmental Services

--Terracon specializes in due diligence services to identify and address environmental issues that pose risks to the community, clients, and their investments. Phase I Environmental Site Assessments (ESA) are designed to identify potential contamination from off-site or on-site sources that may impact property values. Terracon also offers a one-source solution for asbestos consulting, including Asbestos Hazard Emergency Response Act (AHERA)-certified asbestos staff. Terracon staff includes asbestos inspectors, planners, and designers who have experience in providing asbestos management solutions.

2. Building Envelope Services -- Terracon's facilities professionals understand the complexities of building enclosure materials, components, and systems. Terracon's team of experts routinely performs evaluations and investigations to identify deficiencies and provide solutions that increase performance and reduce operating expenses and potential liabilities. Their knowledge and direct experience with how various building systems perform and interact in real-world conditions allow them to provide effective, holistic solutions needed to maximize a facility's functionality, cost efficiency, and usable lifespan.

LATIMER SOMMERS & ASSOCIATES (LS&A) -- LATIMER, SOMMERS AND ASSOCIATES, P.A.

(LSA) is a consulting firm with many years of experience in the design of mechanical, electrical, plumbing, and environmental building systems. LSA's present Association was founded in 1987 as the successor of two previous firms. Six partners privately hold the firm as a Professional Association. The firm's licensed engineers specialize in mechanical and electrical system design including heating, ventilation, and air conditioning (HVAC); plumbing; lighting; and power distribution and as such complete the design of these systems having an average annual total construction cost in excess of \$200 million. In addition, their engineers are qualified in fire suppression systems, fire detection systems, CCTV, and security systems. Knowledge of these systems is essential in developing a coordinated building design consistent with the construction documents being prepared by other design professionals.

Alexandre Karam has been a Partner at Latimer, Sommers & Associates, P.A. since 2007. Acting as a Project Manager/Design Engineer Mr. Karam provides mechanical, electrical, and plumbing design and development of construction contract documents as well as assisting in the bidding process and the construction administration phase of each of his projects. He accurately documents existing mechanical and electrical systems within individual buildings as well as facilities with multiple buildings and centralized utilities. Mr. Karam strives to understand a building owner or governmental agency's needs, analyze practical solutions, and implement mechanical and electrical system upgrade designs. This design approach focuses on the long-term viability and system maintenance of individual buildings and institutional facilities. His dedication, energy, and commitment to doing his best work on every project has helped him earn a great deal of respect from everyone he works with. Some of his recent work includes hotels, office buildings, K-12 and secondary education, senior housing, correctional, regional retail, and military projects. Each of these are supervised from initial client contact, through design, and into completion with construction administration.

LS&A's principals and associates share ideas in developing the preliminary design to obtain a variety of options before choosing the best design alternative for a given project. Their approach, in the design process, includes involving individuals responsible for developing the functional criteria for a given project as well as those individuals responsible for maintaining the facility. They feel that this approach creates a tailored solution to each project which enables the members of the firm to gain an understanding of that project and allows them an opportunity to provide a more qualified review during the later stages of design in order to best achieve the Owner's desired results.

LSA has strived to use the most current design and documentation technology available. Currently, the firm has eleven Computer Aided Design/Drafting Stations, a high speed-large format printer/scanner and a full-time support staff consisting of 26 total employees to ensure a quick turnaround time. LSA is fully proficient with the latest versions of AutoCAD and REVIT software platforms to create quick and detailed contract documents. CAD and REVIT software is updated as new versions become available

CERTUS - Founded in 2007, Certus Structural Engineers (CertusSE) has restructured and grown into a full-service structural engineering firm. Headquartered atop the Historic Gordon Building in beautiful downtown Topeka, Kansas, CertusSE is committed to applying our expertise and talents toward a progressive role in serving its own community as well as many others throughout the Midwest. As we honor and build on our past, we look forward to the future with a design approach founded on collaboration, creativity and commitment.

SERVICES

- Commercial/Retail Buildings
- Manufacturing / Industrial Facilities
- Religious Centers
- Schools / Universities
- Building Inspections / Renovations
- Specialty Structures
- Military Facilities
- Historical Buildings
- Health / Long Term Care Facilities

STRUCTURAL SOLUTIONS

- Cast-in-Place Concrete
- Tilt-Up & Precast Concrete
- Concrete Masonry Assemblies
- Structural Steel Construction
- Cold-Formed Metal Framing
- Timber & Engineered Wood
- Deep Foundations
- Site Retention Walls

WORK METHOD

Our experienced engineers and technicians successfully merge their extensive knowledge of structural engineering with a working practical knowledge of construction materials, methods of design and analysis and drafting technology to create a project solution with efficient design and constructability. We staff each project with a project manager who owns responsibility for total execution of the project from design concept through construction.

CFS -- CFS is a full-service civil engineering consulting firm that provides professional engineering, transportation and environmental services throughout the Midwest. Our staff of over 90 professionals offers client-focused solutions for public infrastructure, site development, structural, geotechnical and survey projects. As a medium sized firm, we maintain stability, constantly pushing for state-of-the-art solutions, while remaining focused on our core values of service and project quality. We consider it a privilege to have partnered with hundreds of communities and clients for the past half-century.

Our team includes dynamic professionals passionate about tackling challenges and generating real-world, common-sense solutions. Within each project, we strive to improve quality of life, protect natural resources, and better the environment. CFS integrates a broad range of services within one organization, offers comprehensive approaches to clients, and provides expertise to infrastructure challenges.

CFS ENGINEERS SERVICES:

- Civil Engineering
- Site Development
- Traffic Engineering
- Transportation / Roadway Design Multi-Modal Transportation Planning
- Utility Coordination
- Surveying
- Public Utilities
- GIS Mapping
- Geotechnical
- Landscape Architecture

POOLE FIRE PROTECTION -- Poole Fire Protection was founded in 1991 on the principals of providing cost-effective, state-of-the-art fire protection engineering and consulting services that generate creative and innovative solutions which are responsive to client and public needs. The firm, a small, woman-owned business, remains committed to those founding principles by offering complete fire protection engineering services from initial planning through final design to construction management. Poole Fire Protection has completed hundreds of both large and small projects for cities, industries, and state and federal agencies.

Through combined education and experience as fire protection professionals, the firm's employees have a unique background of expertise in fire safety regulations and their interrelationships. Frequent contact with architectural/engineering firms, insurance representatives, building code officials, fire departments, regulatory agencies, and other authorities having jurisdiction, allows Poole Fire Protection to provide a realistic and cost-effective approach to conventional fire protection concerns, as well as those unique to specialized industries. The professional courtesy maintained with these organizations provides Poole

Fire Protection clients with the assurance that they will receive the maximum design, flexibility, combined with effective and economical fire protection and life safety.

The staff at Poole Fire Protection maintain close relationships with the National Fire Protection Association, the Society of Fire Protection Engineers, International Code Council, and other professional organizations in the engineering field. The firms serve on 13 different NFPA Technical Committees representing 18 different codes and standards.

POOLE FIRE PROTECTION'S PROFESSIONAL ABILITY

Poole Fire Protection has the staff and resources necessary to provide the services in this solicitation. The firm has specific project experience performing fire protection and life safety assessments of existing facilities for achieving compliance with building life safety and fire codes. The firm has performed facility assessments for residential, storage, medical, and many other occupancies throughout the world.

The purpose of this association is to allow us to complement each other's strong points. This allows us to join our talents, energies, and creativity to bring a significant degree of expertise that might otherwise not be possible. It provides opportunities for new and different ideas. Most importantly it provides leading experts in Facility Assessments while maintaining local daily control.

III.B.4. Narrative approach of understanding of the project and how it would proceed if selected:

Our teams understanding of how the project would proceed if selected would conform to the following process and be defined as follows:

1. Project Description -- The purpose of the description is to help the city and our Team better understand what is being proposed and expected. This will include a description of the Team's organization and scope of work for each consultant and team member and a description of how the project would meet the City's expectations as defined in the RFP.

2. Project Goals, Outputs, and Outcomes -- This will state the project's overall goal and objectives. This will also include an overview of the major outcomes to be accomplished in the project. Our team will provide a project plan with associated milestone dates so that we can track and report to the city on the project's progress.

3. Roles, Responsibilities, and Qualifications of Key Personnel & Any Project Partners -- This will list the key personnel who are going to work on the project, their qualifications for the role, and their project responsibilities. This will include any key personnel for all consultants that were not listed in the RFP due to space limitations.

4. Technical Understanding -- The purpose of this is for SDG to demonstrate that we and our consultants have the technical understanding the proposed worked and that our solutions as identified are appropriate for the project.

5. Overview of Project Budget -- Our team will identify the format in which the major components of the systems analysis will be presented.

III.B.5. List recent work (last three years) illustrating expertise in evaluating each system including references:

Schwerdt Design Group

The following Facilities Assessments were provided for a single client. The projects were the analysis of either distressed or closed hotels due to the pandemic that were being considered for conversion to Workforce Housing. Not all properties became actual projects once the analysis was completed due to unforeseen conditions found during our investigation and/or cost for renovation. The reference for these projects is:

Chris Potterpin
Vice President
PK Companies | PK Development Group | PK Construction Co.
1784 Hamilton Road | Okemos, MI 48864
Office: 517-347-9662 | Direct: 517-325-0275 | Cell: 517-927-4936
cpotterpin@pkhousing.com

Projects include:

1. Topeka Holidome -- Topeka, KS
2. Plato's Workforce Housing -- Sterling Heights, MI
3. Plato's Workforce Housing -- Columbus, OH
4. Plato's Workforce Housing -- Sheffield, AL
5. Plato's Workforce Housing -- Akron, OH
6. Plato's Workforce Housing -- Fayetteville, NC
7. Plato's Workforce Housing -- Costa Mesa, CA
8. Plato's Workforce Housing -- Oklahoma City, OK
9. Plato's Workforce Housing -- Cincinnati, OH
10. Plato's Workforce Housing -- Sharonville, OH
11. Plato's Workforce Housing -- Hawthorne, CA
12. Plato's Workforce Housing -- Reno, NV
13. Plato's Workforce Housing -- Irving, TX
14. Plato's Workforce Housing -- Dallas, TX
15. Plato's Workforce Housing -- Troy, MI
16. Plato's Workforce Housing -- Oakland, CA
17. Plato's Workforce Housing -- Columbus, OH
18. Plato's Workforce Housing -- Washington, DC
19. Plato's Workforce Housing -- Houston, TX
20. Plato's Workforce Housing -- Oklahoma City, OK
21. Plato's Workforce Housing -- Lafayette, LA
22. Plato's Workforce Housing -- Baton Rouge, LA
23. Plato's Workforce Housing -- Harrisburg, PA
24. Plato's Workforce Housing -- Kansas City, MO
25. Plato's Workforce Housing -- Indianapolis, IN
26. Plato's Workforce Housing -- Madison, WI
27. Plato's Workforce Housing -- South Bend, IN
28. Plato's Workforce Housing -- Oklahoma City, OK
29. Plato's Workforce Housing -- Birmingham, AL
30. Plato's Workforce Housing -- Tulsa, OK
31. Plato's Workforce Housing -- Broken Arrow, OK
32. Plato's Workforce Housing -- Overland Park, KS
33. Plato's Workforce Housing -- Blue Springs, MO
34. Plato's Workforce Housing -- St Louis, MO
35. Plato's Workforce Housing -- Jacksonville, FL
36. Plato's Workforce Housing -- Long Island, NY
37. Plato's Workforce Housing -- Austell, GA
38. Plato's Workforce Housing -- Reno, NV
39. Plato's Workforce Housing -- Reno, NV
40. Plato's Workforce Housing -- Sparks, NV
41. Plato's Workforce Housing -- Long Island, NY
42. Plato's Workforce Housing -- Long Island, NY
43. Plato's Workforce Housing -- Phoenix, AZ
44. Plato's Workforce Housing -- Austin, TX
45. Plato's Workforce Housing -- Raleigh, NC
46. Plato's Workforce Housing -- Denver, CO
47. Plato's Workforce Housing -- Altus, OK
48. Plato's Workforce Housing -- Charlotte, NC
49. Plato's Workforce Housing -- Columbus, OH
50. Plato's Workforce Housing -- St Louis, MO
51. Plato's Workforce Housing -- Tucson, AZ

The following Facilities Assessments were provided for a single client. The projects were the analysis of multi-family living units on the south side of Chicago. Not all properties became actual projects once the analysis was completed due to unforeseen conditions found during our investigation and/or cost for renovation. The reference for these projects is:

David Pezzola
Founder/CEO
Icarus Investment Group, LLC
1142 W Madison St, Suite 402
Chicago, IL 60607
david@icarusinvestmentgroup.com
M: (917) 993-2821

1. Better Housing Foundation, Chicago, IL
2. 1215 E 72nd St, Chicago IL
3. 67th & Blackstone Apartments, Chicago, IL
4. 2600 W 23rd St, Chicago, IL
5. 6054 S Albany, Chicago, IL
6. 5019 S Drexel, Chicago, IL
7. 1719 S Clinton St, Chicago, IL
8. 2026 S Washtenaw Ave, Chicago, IL
9. 914 W Hubbard St, Chicago, IL

Latimer Somers & Associates

Kansas State University – Engineering Complex Expansion (Data Center)
Manhattan, Kansas
George Werth, P.E., CEM, Engineering Project Manager, (785) 532-1801
\$2.5 million
Estimated completion date is Fall 2024

Plato's Cave (West Topeka Holidome) Facility Assessment
Topeka, Kansas
Corey Dehn, AIA, LEED AP, Senior Project Manager, (785) 273-7540
\$7 million
Project did not move forward after the assessment was completed.

USD 115 Nemaha Central Schools – School Buildings Assessments
Seneca, Kansas
Steve Rothers, Facilities Manager, (785) 336-3557
\$28 million
Estimated completion date is 2025.

USD 345 Seaman Schools – Facility Evaluations (all schools)
Topeka, Kansas
Lance Bradley, Director of Facilities & Grounds, (785) 286-8430
Estimated \$25 million for all schools.
Assessments are in the process of being completed at this time.

Sunflower Foundation – Menninger Building Assessments
Topeka, Kansas
Gavin Hoskins, Facilities Manager, (785) 232-3000
\$18 million
Project completed in April 2022.

III.B.6. Project management experience:

Project Management Approach and Methodology

At Schwerdt Design Group (SDG), we believe successful projects occur when we form quality relationships with our clients - relationships based on open communication, trust and mutual understanding of expectations. SDG is committed to a participatory approach to providing professional services for your project. From the start, our clients play an integral part of the project team. Before any programming is done or pen put to paper, SDG works with clients to establish clear lines of communication and decision-making protocols for the project. Together, we define who provides input, who will be informed about project development, and who makes decisions about the project.

Architectural Programming

Good design solutions are a result of balancing client needs, desired, values and goals with project constraints - budget, schedule, site, etc. Architectural programming defines the project values, goals and functional requirements and provides a systematic process for making informed decisions on subsequent project issues.

SDG works with clients to identify the quantitative and qualitative requirements for their project. This includes:

1. Design objectives, limitations, and criteria
2. Room names
3. Room capabilities
4. Required furnishings and / or equipment for each room
5. Critical room dimensions
6. Minimum room areas
7. Additional gross areas necessary to accommodate steps one through six
8. Qualitative requirements for each room - light, sound, etc.
9. Primary adjacencies between rooms
10. Priority of development relative to other desired facilities
11. Preliminary cost estimates

Facility Analysis

SDG analyses project site and its immediate surrounding to determine potential opportunities and the challenges and makes recommendations for how to address them. The facility analysis examines the following issues:

1. Structural system and configuration of the building
2. Current condition of building materials, components, and systems
3. Study existing configurations, staff flow, member flow, and intensity of space utilization
4. Environmental factors like solar orientation, prevailing winds, etc.

Schematic Design

Schematic design identifies feasible concepts and presents them in a manner that clients can easily understand. This phase clarifies project priorities, explores alternative designs, and provides a rational base for analyzing project costs. During this phase, clients are offered alternatives for interior and exterior materials and given comparisons for structural and mechanical systems that include the cost, durability, maintenance, life cycle, operational efficiency, energy efficiency, and compatibility with the desired project aesthetic.

Every project has unique challenges and SDG utilizes our experience with previous, similar projects to develop informed evaluations of a projects design solutions. However, we do not have preconceived notions for solving problems and will not force a previous solution to a new problem.

Design Development

The design development phase refines and describes in greater detail all important aspects of a project. This phase ends with a clear description of all design elements so all that remains is the formal construction contract documents. Design development includes:

1. Fully developed floor plans
2. Reflected ceiling plans
3. Exterior elevations
4. Interior elevations
5. Building sections
6. Wall sections
7. Key details

Construction Documents

Construction documents are the written and graphic documents prepared for communicating the project design and administering project construction. They include:

1. Drawings
2. Specifications
3. Contract forms and conditions
4. Bidding requirements

Construction documents contain three types of information:

1. Legal and contractual information
2. Procedural and administrative information
3. Architectural and construction information

Bidding

The bidding phase is critical to the project delivery process as it determines the project administration, duration, and cost. Various entities submit a proposal outlining what services they provide, the estimated timeline for those services, and the cost of performing those services.

Construction Administration

The commencement of construction reconciles the predesign, design, documentation, bidding and negotiation of services processes. Throughout construction SDG remains involved to:

1. Ensure the construction work conforms to project drawings and specifications
2. Process contractor drawings, product data and samples
3. Review results of construction tests and inspections
4. Evaluate contractor submissions for payment
5. Oversee requests for changes during construction
6. Resolve claims throughout the project from the client or contractors
7. Administer the completion and close-out process of the project.

September 14, 2017

WASHBURN UNIVERSITY

HENDERSON LEARNING CENTER – ASSESSMENT OF EXISTING MEP SYSTEMS

EXECUTIVE SUMMARY

Henderson Learning Center was designed in the late 1960's and the building was dedicated in 1971. At that time the MEP systems selected were state-of-the-art for a university classroom teaching and departmental office facility. Comfort, functionality, flexibility of the teaching environment such as a variety of lighting switching schemes, large numbers of receptacles and communication jacks, and a diversity of classroom, offices, meeting room functions were emphasized. Along with connection to the campus high pressure steam and medium voltage power systems, the HVAC systems were designed to be robust and last for many years. Due to these choices and very good maintenance, most of these systems remain functional to this day and have served the University well.

While Henderson is functional, unfortunately it is a 46 year old facility with many original MEP systems which have exceeded their normal useful life expectancy. Many systems require very high maintenance, are obsolete and/or parts are no longer available. Notable systems in this category include most air handling systems, dual duct HVAC boxes, steam and hot water plant systems, some condenser water systems, main switchboard, electrical distribution, panelboards, many lighting systems, and original wiring and switching devices.

Henderson is also deficient with respect to compliance with modern building codes and standards, and accessibility codes. Most notable at Henderson, the ventilation shafts are not compliant with respect to fire and smoke management as they are open to return air plenums at each floor. There are very few fire and smoke dampers to provide floor-to-floor, occupancy, or corridor protection. The upper floors of the building lack fire sprinkling. Restrooms are not ADA compliant and lack proper exhaust. These deficiencies are difficult and expensive to resolve without significant renovation work.

Finally, many of the existing MEP systems are inefficient and don't meet modern codes for efficiency, comfort or ventilation. Recent Trane ESCO improvements (2013) greatly improved lighting, chiller plant and air handling unit efficiency, but substantial savings remain possible through modest improvements to the cooling tower/condenser water system, heating systems, chiller programming, pumping, BAS programming and controls, etc. Even lighting retrofits implemented in 2013 can be greatly improved upon with new LED lighting and controls that have attractive payback and life cycle costs.

PRIORITIZED LIST OF RECOMMENDED REPAIRS, REPLACEMENTS AND/OR IMPROVEMENTS NECESSARY TO ADDRESS SHORT-TERM AND LONG-TERM CONCERNS

Based on site observation the following generalized categories and lists of repairs, replacements, or improvements are proposed based on the severity, urgency, or importance of the underlying concern. "Replacement" should not imply that the same type system will be recommended for the deficient equipment as many new modern system options are available today.

Numbered categories are listed from highest to lowest priority. Some improvements are interrelated or contingent upon implementation of other improvements necessary to support its operation.

Priority #1: Life Safety, Safety, Egress, Security, Fire Protection

Repair or replace any/all leaking steam valves.

Simulate power outage and complete performance review to improve egress and emergency lighting where required.

Improve entrance and perimeter site/walkway lighting.

Replace basement fire sprinkler heads with new quick-response heads.

Improve video surveillance at perimeter.

Priority #2: Improve Accessibility and Functionality; Immediate HVAC adjustments and replacements required for proper operation and/or rapid energy payback

Review chiller setpoints and programming to resolve operating issues and lessen cycling.

Restroom ADA/Accessibility, plumbing, clearances, etc.

Restroom flush valves and controls

Restroom exhaust improvements and rooftop exhaust fan replacement.

Test and/or replace steam traps and strainers.

Repair leaking AHU drain pans.

Cooling Tower basin and condenser water improvements.

oRemove basin, convert to tower basin operation.

oAdd VFDs to condenser pumps.

oAdd 2nd basket strainer.

oAdd sidestream filtration system.

Replace Hot Water System pumps

oProvide HW pump VFDs/controls

oProvide 2-way control valves at AHUs.

oReplace HW expansion tank.

Add chilled water system flow water control valves at AHUs and make pumping programming adjustments.

Protect IT equipment and KTWU transmitter equipment with enclosures.

Priority #3: Deferred Maintenance, Parts Availability, Operation

Replace all original gate valves at chilled and hot water systems
Replace branch panelboards
Replace motor control centers
 Replace secondary gutter/disconnect switches with circuit breaker distribution panels.
Replace transformers with high efficiency transformers
Replace main switchboard, substation transformer, MV switches.
Replace original receptacles and light switches
Replace AHU supply fans at AHU-3, 4, 6.
Add return air ceiling grilles at offices.

Priority #4: Energy Conservation and Savings

Replace steam heating systems with new high efficiency natural gas boilers
Implement new LED lighting and lighting controls throughout facility.
Implement BAS system improvements.
 Add small base load chiller to operate 80% of time and reduce building electrical demand.

Priority #5: Long Term Improvements

 Replace all AHUs with new VAV, DOAS or other higher efficiency modern systems.
Replace all dual-duct mixing boxes with alternative high efficiency heating and cooling terminal devices.
Decommission or modify ventilation shafts so that they are code compliant.
Provide quick-response wet type fire sprinkler system throughout facility.
 Replace lead-acid emergency lighting inverter with rooftop natural gas generator system.

A. GENERAL BUILDING INFORMATION:

Year of Construction: Dedicated 1971

Approximate Total Area: 100,700 GSF (Excluding unexcavated areas)

Building Usage and Function: College Classrooms, offices, assembly, department offices (non-science).

Construction Type: Mostly concrete structure, concrete block infill/skin, stone and precast aggregate panel veneer.

B. NARRATIVE AND SUMMARY OF EXISTING MEP SYSTEMS

1. Existing HVAC Systems

Henderson Learning Center HVAC systems consist mainly of original dual-duct hot deck/cold deck central air handling systems serving original dual-duct zone mixing boxes. Air handlers utilize chilled and hot water deck coils served from a basement central plant. Central plant consists of a single water-cooled centrifugal chiller, single rooftop cooling tower, associated chilled and condenser water pumps; hot water converters served by seasonal campus district steam, and associated hot water pumps. A 2013 Trane ESCO project replaced the chiller, associated pumps, and retrofitted dual-duct box controls and other building HVAC control systems as indicated below.

The following major HVAC systems and/or equipment were noted during our site review:

Air handling systems

- o(3) large original dual-duct system air handlers (AHU-1, AHU-2, AHU-6)
- o(2) small cold deck/hot deck single zone air handlers with built-up fans and mixing boxes. (AHU-3, AHU-4).
- o(1) small new built-up cooling-only VAV air handler (AHU-5)
- o(1) small new heating/cooling single zone air handler (AHU-7)
- o2-way chilled water control valves except 3-way at AHU-6.
- o3-way hot water control valves at all AHUs
- oManual balancing valves for coil flow control.
- oOriginal in-line air-foil fans at AHU-3, AHU-4
- oNew cabinet centrifugal fans at AHU-1, AHU-2
- oForward curve fan at new built-up VAV AHU-5
- oOriginal centrifugal fan at built-up dual-duct AHU-6

Chilled Water Plant

- o(1) New (2013) Trane CVHE 280 Ton water-cooled centrifugal chiller with variable speed drive
- o(2) new (2013) 20 HP end-suction chilled water pumps, redundant with dedicated VFDs, and 3D valves.
- o(2) new 30 HP end-suction condenser water pumps, redundant with 3D valves. Constant volume, motor starter control.
- o(1) 300 Ton rooftop Marley Quadraflow fiberglass cooling tower with gear drive. 20 HP with fan VFD. Remote basement cooling tower basin with tower bypass pumping arrangement. Basket strainer at discharge.
- oChem-Aqua chemical-based condenser water treatment system.

Heating Water Plant

- oSteam pressure reducing station with bypass and pilot regulators near building service tunnel entrance.
- o(2) steam-to-hot water shell-and-tube convertors.
- o(2) older 10 HP hot water pumps. Constant volume.

Zone Terminal Heating and Cooling Devices

- o(150) original constant volume dual-duct mixing boxes for zone temperature control with interlocked inlet dampers. (New controls, see below)
- o(12) original variable volume dual-duct mixing boxes for zone temperature control with separate hot/cold inlet dampers. (New controls, see below)

HVAC Controls (2013 Trane ESCO)

- oTrane Tracer BDC platform and network to campus head-end.
- o2-way chilled water AHU cold deck temperature control (3-way at AHU-6)
- o3-way hot water AHU hot deck temperature control
- oVFD air handler fan speed control based on duct static pressure (AHU-7 constant volume)
- oAir-handler hot deck temperature reset based on critical zone temperature and OA temperature.
- oAir handler cold deck temperature reset based on critical zone temperature and OA temperature.
- oHot water temperature reset (180-120°F) based on OA temperature.
- oNew actuators, sensors and controller retrofitted on all 162 dual duct boxes.
- oSpace DDC temperature sensors in all public spaces.
- oSpace DDC thermostats/sensors with thumbwheel control and unoccupied mode override button in all classrooms and offices.
- oRemote zone damper control at AHU-5 zone dampers (7) VAV zones.

2. Existing Plumbing Systems

Restroom plumbing fixtures are typically wall-mounted, china with manual single lever faucet controls and water closet/urinal flush valve controls. Restroom configuration is mostly unchanged from original building design with most restrooms retrofitted in attempt to achieve a certain level of ADA compliance.

The following major plumbing systems and/or equipment were noted during site review:

- 4" domestic water service
- 6" sanitary sewer service (cast iron interior, VCP exterior)
- Combined fire/water meter pit at west side of building
- Copper domestic water piping with fiberglass insulation
- Cast iron waste and vent systems.
- Domestic hot water is generated remotely at MaBee Library using new gas-fired water heater (2013 Trane ESCO) and piped to Henderson via tunnel.
- DHW recirculation is provided via pump located at MaBee.
- Combination of gate-type and ball-type shut off valves throughout system.

Existing Electrical Distribution Systems

3. ~~Henderson is served by the campus primary electrical system (4160V west loop) via MV voltage load-break switches located at the basement substation. Nearly all switchgear is original ITE equipment.~~

The following major electrical system and/or equipment were noted during site review:

- 1000 KVA substation transformer
 - 1600 A 277/480V substation bolted pressure Main Service Disconnect switch
 - (2) 1600A 277/480V fusible switch substation distribution sections
 - (1) 800A motor control center with fusible switches and integral starters.
 - (2) 225 KVA remote 120/208 step-down transformers with down-stream gutter-type fusible disconnect switch distribution.
 - (1) 277/480V branch circuit breaker lighting panel per floor.
 - (3) 120/208V branch circuit breaker general power panels per floor.
 - (1) small emergency lighting panelboard.
- All wiring appears to be copper in metallic conduit systems.

4. Existing Lighting Systems

In general all original fluorescent, incandescent and HID lighting systems were retrofitted with newer, more efficient T8 fluorescent lamp and ballast systems as part of the 2013 Trane ESCO project. Ceiling and wall motion sensors, both passive and active were added at that time. Original switching configurations are mostly still utilized with separate switching and/or dimming provided at teaching walls.

The following major lighting systems and/or equipment were noted during our site review:

- Mostly 2x4 3-lamp T8 troffers with instant start electronic ballasts.
- Similar 2x4 4-lamp troffers and surface fixtures utilized at private offices.
- Passive wall-mount motion sensor switches in small offices/rooms.
- Passive and active ceiling mount motion sensors in larger spaces and classrooms with wall switch override.
- Screw-in base fluorescent PAR style retrofit lamps at original incandescent fixtures.
- LED exit signs.
- Dual-head screw-in fluorescent egress lights.
- 1500 VA emergency lighting inverter with lead-acid batteries in remote wood battery cabinet.
- Various selected battery incandescent unitary packs.
- Miscellaneous T8 stair lights, wraparounds and industrial fixtures.
- Manual switching in utility rooms and most restrooms.
- Recessed soffit fixtures at (4) primary Level 1 entries have been abandoned in place and covered with screen. A single 2-lamp surface-mounted fluorescent area fixture is utilized at each entry location.
- No façade or signage lighting.
- (4) metal halide pedestrian pole lights at south parking lot with integral PE control.
- Various pedestrian metal halide pole lights with integral PE control at perimeter side walks.
- Original relay-operated lighting controls and zoning in large theater classrooms and auditoriums.

Existing Fire Sprinkler Systems

5. Fire Sprinkler Systems
- Only the basement is sprinkled by a NFPA 13 wet-type fire sprinkler system. A 6" fire service line enters at the basement northwest mechanical room. System is monitored by the addressable fire alarm system. Class 1 standpipe hose cabinets at the (4) stair towers have been decommissioned and are used to house chemical fire extinguishers. A post-indicator valve is provided at the west exterior water service meter pit.

6.Existing Fire Alarm Systems

The building is served by a newer Simplex 4100 Series addressable fire alarm system with main panel located in the main mechanical room. The following summarizes the existing system and devices noted during site review:

- Pull stations at building exits and stair entrances, each floor.
- Addressable smoke detection throughout corridors and exit paths.
- Smoke detection at all AHU supply ducts and return openings/ducts.
- Horn/strobe annunciation throughout.
- Limited ADA strobe annunciation.
- Fire sprinkler system monitoring.
- Most wiring in conduit systems.
- No voice EVAC systems (none required).

RECOMMENDED SHORT TERM IMPROVEMENTS

C.

The following repairs, replacements, or improvements are recommended to address short-term concerns, deferred maintenance and/or reduce energy consumption/costs:

- 1.Average chiller run time is 1.9 hours/start and 1268 starts per season. Average load on chiller is less than 50% of capacity. Review chiller capacity trending and consider reducing capacity limit setpoint below 100% to reduce start-up demand and cycling.
Review building night setback/setup sequences to determine appropriate setpoint.
- 2.Provide automatic flow control valves at all AHU chilled water coils to improve variable speed pumping energy savings and stabilize valve control. Consider replacing valves with pressure independent control valves (PICV) for maximum savings and control.
- 3.Replace 3-way HW control valves with 2-way control valves similar to CW valves at all AHUs except AHU-6. Provide with automatic flow control valves or provide PICV valves.
- 4.Improve chilled water pumping efficiency by adjusting system pressure and VFD settings.
- 5.Remove indoor remote condenser water tank and activate existing tower sump.
Provide level controls and heaters for outdoor basin operation. Condenser water riser piping will be flooded and noise, vibration, pipe erosion, water surging will be eliminated. Energy savings due to greatly reduced static pumping head will be considerable.

6. Provide VFDs and open 3D valves at condenser water pumps. Utilize VFDs for constant water flow balancing and/or chilled water plant optimization.

7. Replace all rusted, leaking and/or inoperative gate valves and strainers. Provide butterfly valves where possible.

8. Replace hot water pumps and HW expansion tank.

9. Provide VFDs for hot water pumps to allow flow modulation/control and associated energy savings.

10. Replace cooling tower fill. Provide cooling tower screens.

11. Repair leaking drain pans at AHU-1 and AHU-6.

12. Remove inlet vanes and provide new supply fan at AHU-6 similar to AHU-1 and AHU-2.

13. Provide ventilation air measurement and demand-based ventilation control for large AHUs 1, 2, and 6.

14. Replace OA dampers with low leakage type at AHUs 1, 2, and 6.

15. Add return air grilles with sound boot at offices and other spaces lacking a direct return air path to plenum.

16. Replace rooftop exhaust fans with direct drive type upblast fans and increase/improve rest room exhaust quantities.

17. Investigate and improve return air paths into basement mechanical rooms from chases, corridors back to AHUs 1, 2 and 6.

18. Replace all branch panelboards with new panels with available parts/breakers. Increase branch circuit amount to 54 or 72 circuit breakers per panel and provide conduit rough-ins for future use.

19. Replace the 800A motor control center. Review loads still requiring motor starters (most loads now have remote VFDs or starters) and consider providing standard circuit breaker distribution sections if possible.

20. Replace inefficient 120/208V stepdown transformers with new that meet DOE 2016 energy standards. Eliminate gutter/disconnect switch secondary distribution and provide new circuit breaker MDPs to serve downstream panelboards instead. Provide MDP with spares for easy addition of future loads/panels if needed.

3639 SW Summerfield Drive | Suite A | Topeka, Kansas 66614 | p: 785.233.3232 | f: 785.233.0647 | www.lsapa.com

Mechanical | Plumbing | Electrical | Communications | Video

21. Replace exterior metal halide pole lights with new LED poles/fixtures at parking and pedestrian paths.
22. Improve south parking lighting to meet recommended standards.
23. Improve site lighting and pathway lighting near Metro Bike parking.
24. Remove surface fluorescent fixtures and improve soffit lighting at the (4) primary entrances using new cut-off style LED fixtures to provide lighting suitable for a building entrance.
25. Improve building video surveillance both interior and exterior.
 26. Update restrooms to meet ADA for clearances, fixture heights, controls, grab bars, etc. Provide reduced flow water closets and urinals with automatic flush valves. Provide new manual control faucets and lavatories.
27. Replace lighting and controls at all theater seating classrooms and Auditorium 100 with new LED lighting and low voltage controls/dimming.
28. Replace any damaged switches and receptacles.
29. Provide new quick response sprinkler heads at basement corridors.
30. Lubricate, exercise and test substation medium voltage load break switches. Re-torque lugs, check for tracking, heating and cable integrity.
31. Investigate and check cooling tower fan blade balancing and gear box bearings for acceptable vibration.
32. Add bottle fillers at existing electric drinking fountains.

D.RECOMMENDED LONG TERM IMPROVEMENTS

The following replacements and improvements are recommended to provide long term utilization of the facility as well as provide modern systems with improved efficiency, comfort, energy savings, parts availability and reduced maintenance.

1.Disconnect building from campus district steam and provide high efficiency gas-fired hot water heating boilers/plant. Gas service improvements required.

2.Replace building electrical substation including new load-break switches, high efficiency substation transformer, new circuit breaker distribution sections. Coordinate with campus Medium Voltage Electrical Distribution Master Plan for voltage, transformer type (pad/exterior), etc.

3.Replace all air-side HVAC systems including dual-duct air handlers and dual-duct zone mixing boxes with new high efficiency HVAC systems with better zone control, improved ventilation and building pressure, energy recovery (required by new energy codes), humidity control, demand based ventilation, etc. Such systems may include new VAV air handlers and zone VAV boxes, air-cooled and/or water-cooled VRF systems with DOAS ventilation units. Many other system are possible that are compliant with modern comfort and energy codes. At that time return air and relief air systems should be reviewed and improved. Consider reuse of existing dual-duct systems for new VAV or ventilation ducts where possible to reduce costs and simplify conversion.

4.Replace all building lighting with new LED lighting with dimming and addressable network control capabilities. Each fixture has address for flexible zoning and control.

5.In conjunction with existing basement fire sprinkling, extend existing and provide quick-response wet fire sprinkler systems for the balance of the building per NFPA 13 standards. The existing building fire sprinkler service entrance and piping has adequate capacity to extend and serve the entire building.

6.Replace all original building receptacles and wall switches with new devices and associated cover plates.

7.Replace lead-acid battery emergency lighting inverter system with new rooftop natural gas emergency/standby generator (approximately 20 kw). Generator can serve not only egress lighting but also IT/security needs, KTWU transmitter equipment, storm shelter lighting and other critical loads (including potential cooling tower basin heat).

Mechanical | Plumbing | Electrical | Communications | Video

8. Add a small (80 Ton) reversible chiller near existing chiller to better match building base cooling load (esp. if LED lighting is implemented) with heat recovery capability (for potential simultaneous heating or future VAV reheat).
9. Add improved electrical distribution metering and monitoring.
- 10 Add panels and infrastructure for future EV charging stations at south parking area.
 - Provide dedicated and secure IT closets, breakout cabinets, fiber entrances, etc. for IT equipment that is currently exposed. Provide dedicated temperature control/AC where required.
- 11
-

E. PHOTOGRAPHS



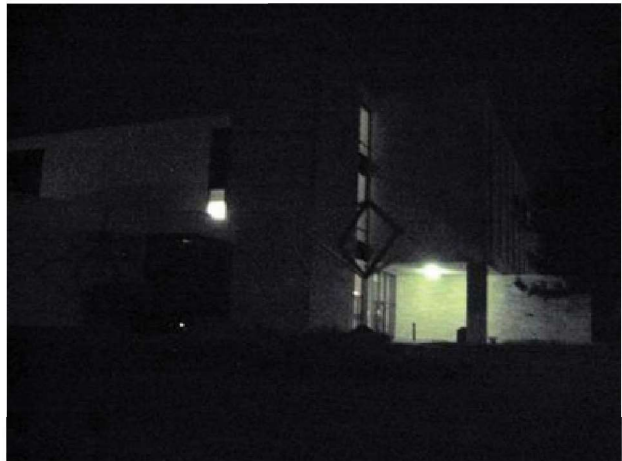
Lighting at the four main entrances is poor and needs improvement suitable for a university environment and student entrances.



Inadequate lighting at south parking. Appears to utilize inefficient metal halide sources/lamps.



West walkway.



Inadequate site and walkway lighting at building perimeter. No façade lighting.

Mechanical | Plumbing | Electrical | Communications | Video



South façade, loading dock and parking lighting.



Typical manual faucet controls, trap guards missing.



Some accessibility improvements have been implemented throughout facility but typically are not fully compliant with ADA regulations. Significant accessibility improvements are necessary for compliance.



Typical manual urinal flush controls.

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New (2013) chilled water pumps.



New (2013) 280 ton centrifugal chiller with VSD capacity modulation.



Original remote cooling tower basin is rusted and needs replacement. Removal and use of tower sump is recommended.



Cooling tower / condenser water pumps. Single basket strainer requires system shutdown to clean. Lack of automatic filtration system requires regular manual cleaning and flushing of strainers.



Cooling tower pump pressure gauge (upstream of 30 valve) 49 PSI of pump pressure is required to pump from basement to rooftop tower. Very energy intensive. Redundant pumps are 30 HP each.



Cooling tower pump 3D valves are 72% restricted to limit flow. Very wasteful parasitic energy loss. VFDs recommended.



Receiving / surge compartment of remote tower basin.



Water level control compartment of tower basin.

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In general tank is very rusted.



Tank water level controls.



Tower / condenser water chemical treatment.



Tower return strainer is leaking, needs repair and new seals. Steel tower piping should be checked for excessive pitting and erosion especially at bottom of vertical drop from penthouse.

Mechanical | Plumbing | Electrical | Communications | Video



Original heating plant steam HW converters. Overall steam-to-HW process is a very inefficient heating method compared to local natural gas boilers.



Original constant speed hot water pumps, valves and pads need replacement. Pumps lack suction diffusers, strainers and balancing valves. New pumps, accessories and VFD operation is recommended.



Motor control center needs replacement.



Motor starter "cans" no longer used for starters. MCC parts and switches no longer made.

Mechanical | Plumbing | Electrical | Communications | Video



New chilled water plant VFDs and motor starters (2013).



Chiller plant refrigerant monitoring system.



Original HW system expansion tank at structure needs replacement. Old technology tank lacks bladder for air separation and pressure control. New tank would be at floor for ready inspection and maintenance.



Original built-up AHU-4. Single zone with hot/cold deck mixing. Overall condition poor to fair.

Mechanical | Plumbing | Electrical | Communications | Video



Cooling-only VAV AHU-5. Original dual deck unit replaced to serve VAV box zones.



Original built-up single zone AHU-3 similar to AHU-4.



Original AHU-3 axial flow fan.



New AHU-3 and AHU-4 VFDs. At fans original inlet vanes are in fixed position.

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All AHU hot water valves are 3-way with no balancing or flow control valves. 2-way valves with flow control are recommended for energy savings.



AHU-3 (shown) and all AHUs lack CW and HW flow limiting valves which lessens energy savings possible with variable speed pumping (CW only).



Original dual-duct AHU-2 CW/HW coil section. Needs replacement.



Typical original dual-duct zone box throughout facility with new (2013) Trane control retrofit. Dual duct system and associated boxes are not compliant with modern energy codes as they mix cold and hot energy resources.

Mechanical | Plumbing | Electrical | Communications | Video



Original east 120/208V distribution equipment uses a feeder gutter and grouping of disconnect switches to serve building loads in lieu of a distribution panel. Transformer efficiency poor compared to new transformers. West 120/208V system is similar.



Original dual-duct AHU-2. Fan section replaced in 2013 .



AHU-2 cold and hot system distribution ducts.



Original main electrical service: 1600A, 1000 KVA substation fed from campus 4160 volt west primary loop. Transformer efficiency is poor compared to modern equipment. Original manufacturer is defunct and switchgear parts are not available. Replacement with modern circuit breaker substation is recommended. MV switches at end will require replacement if campus voltage increased.

Mechanical | Plumbing | Electrical | Communications | Video



Simplex 4100 addressable main fire alarm control panel. Condition good.



Main building IT and fiber entrance exposed behind substation.



Campus steam supply and condensate return at tunnel. Traps, strainers and valves should be replaced. Long term replacement with gas heating system is recommended.



Main steam shut-off valve indicated to leak. Leaking steam a safety hazard due to high pressure/temperature steam.

Mechanical | Plumbing | Electrical | Communications | Video



Exposed IT equipment near tunnel.



Steam PRV station near tunnel entrance.



Asbestos indicated at tunnel systems. Appears most building piping systems have been abated.



Typical original branch panelboard. Parts no longer made. Panels full. Replacement recommended.

Mechanical | Plumbing | Electrical | Communications | Video



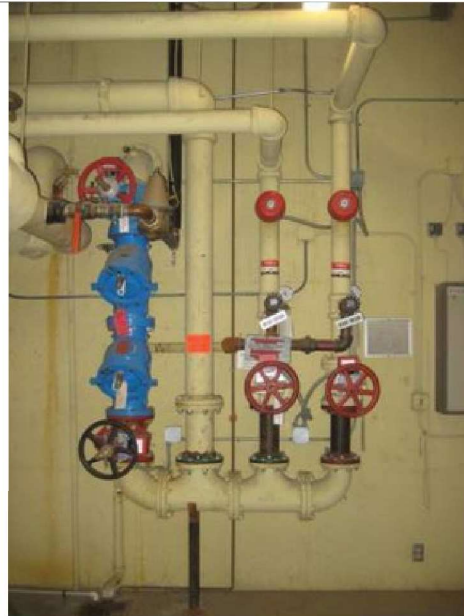
Many original receptacles are cracked and worn, are no longer code compliant.



Typical Trane zone thermostat (2013) with OCC/UNOCC push button. Notice setpoint, set at max cooling which may indicate capacity or other system deficiencies or setpoint issues.

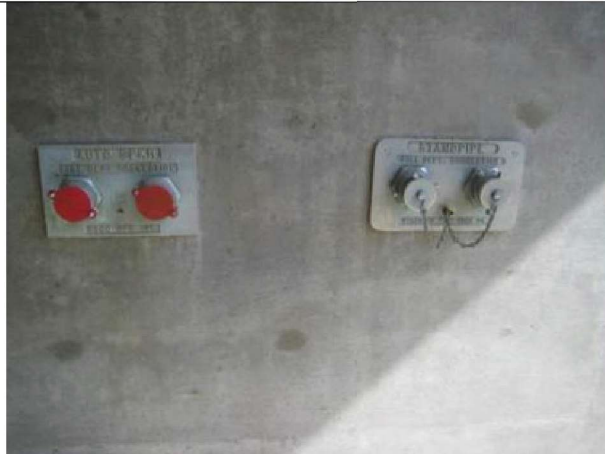


AHU-4 fan and mixing box need replacement.



Wet sprinkler service entrance at west basement mechanical room. Two zones serve basement only. 6" fire service should be capable of serving balance of building. DCV is new.

Mechanical | Plumbing | Electrical | Communications | Video



Fire department connections at loading dock for wet system (left) and standpipe system (right).



Typical “newer” basement sprinkler head located in past basement renovation areas. Only basement is sprinkled.



At basement, all original fused link type sprinkler heads need replacement with modern quick-response heads.



Original dual-duct AHU-1. Drain pan is leaking and casing is rusting.

Mechanical | Plumbing | Electrical | Communications | Video



AHU-1 fan has been replaced and VFD provided.



Lead-acid battery system with emergency lighting inverter on wall at right serves all egress lighting in building.



Typical OS&Y gate isolation valves at AHUs are rusted and need replacement with ball valves or butterfly valves.



Drain pan at AHU-6 is rusted and leaking at penthouse.

Mechanical | Plumbing | Electrical | Communications | Video



Original AHU-6 supply fan needs replacement. Inlet vanes have been disconnected and new VFD provides air modulation.



South AHU-6 return air shaft is open to all floor return air plenums. Also shares chilled and condenser water piping. No longer meets codes for fire and smoke containment.



North return air shaft is also open to all floors.



Cooling tower fan has gear box vibration. Needs investigation.

Mechanical | Plumbing | Electrical | Communications | Video



Rooftop intake and relief penthouses are dented and rusted, need replacement.



KTWU transmitter rack is located exposed in penthouse mechanical room. Additional protection is recommended.



Original dual-duct AHU-6 in penthouse mechanical room. Note history of condensation at casing. Needs replacement.



Typical classroom fluorescent troffers are original and have been retrofitted with electronic ballasts and T8 lamps. Similar for all fluorescent lighting throughout building.

Mechanical | Plumbing | Electrical | Communications | Video



Typical large classroom lighting controls are mostly original. Dimmers are not suitable for fluorescent lamp dimming.



Typical small classroom thermostat and lighting controls with motion sensor retrofit.



Typical surface emergency lighting screw-in lamp holder/fixture. Overall emergency lighting coverage is fair. A mock power outage is recommended to determine actual performance and identify areas needing improvement.



Typical small exhaust grille at restrooms. Restroom exhaust in general is inadequate.

Mechanical | Plumbing | Electrical | Communications | Video



Auditorium Classroom 100 fluorescent fixtures.



AHU-6 outside air dampers with replacement actuators.



AHU-6 outside air dampers lack edge seals, don't provide full closure and waste energy.



Cooling tower CPVC return piping is in good condition.

Mechanical | Plumbing | Electrical | Communications | Video



Cooling tower fill needs replacement. Chemical treatment needs adjustment to lessen scale.



Various window assemblies leak at perimeter and sill.



Many floor boxes are no longer used and have been deactivated.



Some window sections have failed with past condensation evident between panes.

Mechanical | Plumbing | Electrical | Communications | Video



Typical classroom smoke detector and lighting control motion sensor.



Chiller shut down during occupied time 11:40am (Tuesday 8/22) during significant load conditions. Reason unknown. History should be reviewed.



Chiller came back on line at 1:50pm, OFF for over 2 hours, and required nearly full capacity to recover while increasing building electrical peak demand.



Chiller capacity limit is set at 100%. A lower setpoint should be received/considered for electrical demand savings. Typical capacity during significant load conditions is less than 60% as indicated above (57.5%)

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Chiller is cycling, shutting down 6 times over 1 hour period during August evening. Programming should be reviewed.



Chiller has 8664 hours of operation and 4624 starts/stops since start-up in 2014, 1.9 hours average per start.

SCHWERDT

DESIGN

GROUP,

INC.

July 7, 2023
Leigha Boling
Director of Contracts and Procurement
City of Topeka
215 SE 7th St., Room 60
Topeka, Ks. 66603

RE: HOTEL FACILITIES SYSTEM ASSESSMENT - CITY OF TOPEKA RFP NO. 2826

Dear Ms. Boling

Schwerdt Design Group is pleased to submit this fee proposal to provide professional services in response to the City of Topeka Department of Administration and Financial Services, Contracts & Procurement Division Request for Proposal dated June 6, 2023.

III.D. Timetable for submittal of draft report from date access to building is allowed:

Approximately 60 days.

III.E. Fee Proposal (Submitted separately):

PROJECT UNDERSTANDING and SCOPE

SDG proposes to provide a visual Property Condition Assessment (PCA) in accordance with ASTM 2018-15 standards**, providing estimates of each systems remaining useful life, make narrative recommendations on repairs or replacements of each system along with estimated costs as described in "Hotel Facilities System Assessment", Event #2826.

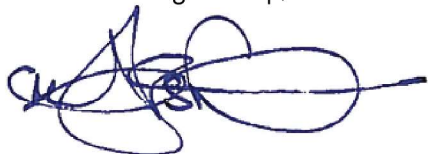
This proposal does not include any deconstructive demolition or special testing to determine status of structural, environmental or other hidden conditions.

**A Facilities Condition Assessment (FCA) with more systems detailed quantification and itemization, condition indexing, and provision of an interactive database to enable repair or replacement scenarios is available at an additional cost.

FEE PROPOSAL

Lump Sum Fee Range: One Hundred Twenty-Five Thousand Nine Hundred Dollars (\$125,900.00) to One Hundred Forty-Five Thousand Eight Hundred Dollars (\$145,800.00)

Sincerely,
Schwerdt Design Group, Inc.



Greg Schwerdt, AIA, LEED AP, NCARB
President

Architecture

Interiors

Planning



2231 SW Wanamaker Rd.

Suite 303

Topeka, Kansas

66614-4275

785.273.7540

FAX 785.273-7579

www.sdgarch.com



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 3, 2023

DATE: October 3, 2023
CONTACT PERSON:
SECOND PARTY/SUBJECT: Public Comment Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
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: