

CITY OF HAYSVILLE

SPECIAL MEETING

Agenda

August 31, 2017

CALL TO ORDER

ROLL CALL

ITEM #1 NEW BUSINESS

- A. Consideration of Memorandum of Agreement with KDHE
- B. Consideration of Agreement with PEC for Design Services

ITEM #2 ADJOURNMENT

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (MOA) IS DATED AUGUST 31 , 2017. The parties to this MOA are the Kansas Department of Health and Environment [KDHE], an agency of the State of Kansas, and the City of Haysville, Kansas, a municipal corporation [collectively, the PARTIES].

RECITALS

1. KDHE has identified groundwater contamination emanating from a former dry cleaner facility known as the former “American Cleaners, 412 West Grand Avenue”, Haysville, Kansas (Site).
2. The contaminants at the Site include: tetrachloroethylene (PCE) and its degradation products, trichloroethylene (TCE), cis-1,2-dichloroethylene (DCE) and vinyl chloride (VC) (collectively, Contaminants). KDHE has determined that these Contaminants pose a threat to public health or the environment pursuant to K.S.A. 65-34,141, *et seq.*, and that this MOA serves the best interest of the affected public.
3. KDHE conducted initial site investigations and sampling of private drinking water and lawn and garden wells in the vicinity of the Site to define a preliminary Area of Concern (AOC). The AOC includes the spatial location of the Contaminant plume, plus a buffer zone below the EPA maximum contaminant levels (MCL) for the Contaminants. [See Attachment A]
4. KDHE is providing short term alternative water supplies of bottled water to properties within the AOC with contaminant levels in drinking water wells above the MCL until said properties can be connected to the City of Haysville public water supply system.
5. The City of Haysville has requested and KDHE has agreed that KDHE will fund the installation of the new water mains, including meters within the AOC (Project), and the City of Haysville’s service connection fees, identified in paragraph 6, below, in that the Parties have mutually approved the preliminary estimates and will mutually approve any bids and change orders required to complete the Project.

6. The Parties agree that KDHE will, for each service connection approved by KDHE, pay the City of Haysville's water meter fee of \$1,500 for 5/8-inch & 3/4-inch service connections; \$1,625 for 1-inch and \$1,800 for 2-inch service connection made to the water mains. A list of planned connections and applicable fees are included in Attachment C. Two hundred sixty-nine (269) connections are possible under this agreement. KDHE will provide written approval via email confirming access agreements have been secured and connections are authorized prior to the city performing the field work. KDHE will provide a revised Attachment C depending upon completion of formal access agreements. The total fee payments based on Attachment C is \$438,750 in service connection fees for the two hundred sixty-nine (269) connections. Deviations in the cost for changes in service meter size will be added or deducted from the KDHE final payment(s) upon mutual agreement. Service meter fees paid by plumbers installing the residential line will be deducted from the KDHE payment(s), however KDHE intends to pay the service connection fees directly to the City.
7. The City of Haysville has provided estimated costs to install water mains in the AOC at the locations depicted on the proposed City Water Line Improvements Map (Attachment B). The total engineering cost estimate for Phase I and II new water mains is \$5,281,620.00. Costs are currently based on engineer's estimates and will be revised based on the actual bids received and awarded with KDHE and the City's mutual approval.
8. To meet its funding obligation for the Project, KDHE will pay \$3,000,000.00 to the City of Haysville within ten days (10) of the MOA being signed by both Parties. Upon mutual approval of the final water main installation bids, the total project costs will be amended. The City can submit no more frequent than monthly, Requests for Reimbursement with supporting documentation for KDHE review and approval. KDHE will remit payment to the city within 30 days of approval of the Request for Reimbursement. KDHE will remit the remaining cost of the Project, including any change orders approved by the Parties, and the service connection fee amount, to the City of Haysville within 30 days of mutual agreement between the Parties that the Project is complete and KDHE's review and approval of supporting documentation for all costs.

9. KDHE will make modifications to the addresses needing connection within the AOC based on analytical data being collected that helps further delineate the contaminant plume. The City of Haysville will be notified in writing to facilitate additional water main installation if the need exists to connect additional homes to the City water system, and the additional costs will be remitted by KDHE to the City of Haysville in a lump sum, as set out in paragraph 8, herein.
10. The Parties agree that the City of Haysville shall assume the management and oversight of the water main installation project.
11. KDHE shall contract separately for plumbing work and fund private service connections.

AGREEMENT OF THE PARTIES

The PARTIES to this MEMORANDUM OF AGREEMENT agree to the following:

12. Effective August 17, 2017, KDHE gave the City of Haysville the authority to proceed with the design-build of the water mains identified in paragraph 7 with the agreement that the construction shall include the tapping of the water mains for all properties mutually agreed upon by KDHE and the City of Haysville.
13. KDHE will only pay for the water mains and service connections identified in paragraphs 6 and 7, above, or other areas approved by KDHE in writing.
14. The City of Haysville shall pay for any water mains and meters installed in addition to the water mains in paragraph 7 and potential meter locations identified in paragraph 6 or not approved in writing by KDHE, so as to make the public water supply system more efficient. KDHE will provide written approval of each water connection location upon KDHE approval of the access agreement by the property owners. The City of Haysville and KDHE will mutually agree in writing upon the additional water mains prior to installation.
15. The City of Haysville shall be solely responsible for all costs to operate and maintain the public water supply system within the AOC in a manner that is acceptable to KDHE.

16. This MEMORANDUM OF AGREEMENT may only be amended by writing, by mutual agreement between the PARTIES. Such amendment(s) shall become effective as of the date on which such amendment(s) are signed by both Parties and shall be incorporated into this MEMORANDUM OF AGREEMENT.

The signatories to this MEMORANDUM OF AGREEMENT certify that they are legally authorized to execute and to legally bind the respective parties that they represent. The PARTIES are estopped from asserting that the signatories are not so legally authorized.

STATE OF KANSAS

CITY OF HAYSVILLE, KANSAS

By:

By:

Susan Mosier, MD, MBA, FACS
Secretary and State Health Officer
Kansas Department of Health
And Environment

Mayor

Attest:

City Clerk

Approved
as to Form:

City Attorney

ATTACHMENT A – Area of Concern Map:



- Area of Concern
- ★ Former American Cleaners
- Local Roads

0 650 1,300 2,600
 Feet



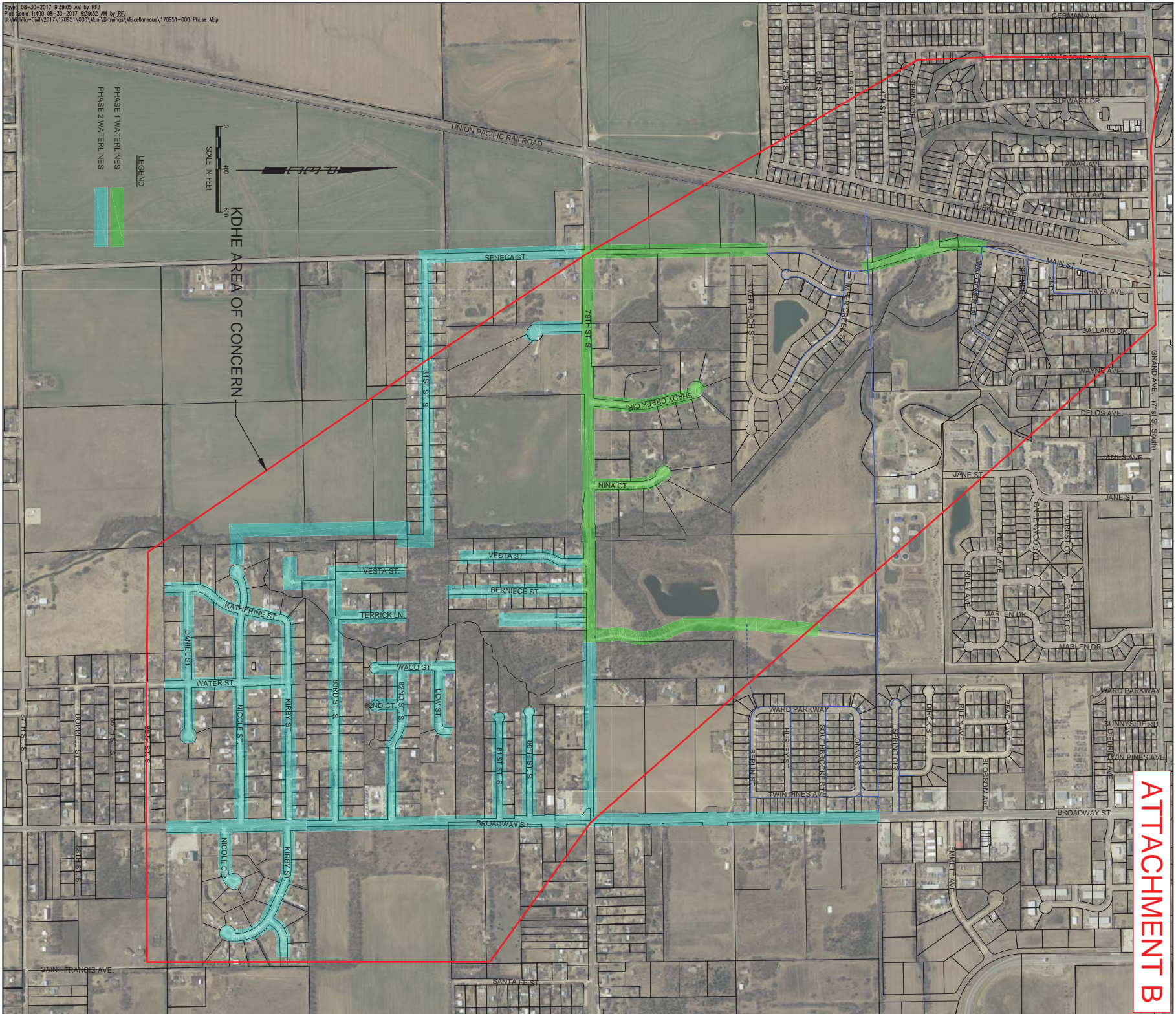
SITE: Former American Cleaners
 412 W. Grand Ave., Haysville, Kansas
 C2-087-72896

TITLE: Area of Concern

PROJECT PHASE: Groundwater Investigation

DRAWN BY:	KM	8/7/2017	BASEMAP DATE:
CHECKED BY:	JD	8/7/2017	

ATTACHMENT B: CITY Water Line Improvements Map:



ATTACHMENT B

ATTACHMENT C: POSSIBLE WATER SERVICE CONNECTIONS LIST:

MOA Attachment C - Water Connection Addresses - PRELIMINARY 8/31/17								
Phase	OWNER1	Number	Dir	Street	Abbrev	Meter	Accept Offer	Accept date
2	SPROUSE, CHARLES W	221	W	79TH	ST	\$1,625.00		
2	KYLE PATRICK J & PAULA E	303	W	79TH	ST	\$1,625.00		
2	EHRMANN MICHAEL P & DANA C	427	W	79TH	ST	\$1,625.00		
2	COLLIER, RONALD K LIV TR	431	W	79TH	ST	\$1,625.00		
2	GRAMS, DONALD L & JOYCE A	435	W	79TH	ST	\$1,625.00		
2	ADAMS REVOC FAMILY TR	501	W	79TH	ST	\$1,625.00		
2	CHURCH, GERALD L JR	509	W	79TH	ST	\$1,625.00		
1	STERLING, BRADLEY E	630	W	79TH	ST	\$1,625.00		
1	BURDEN, STEPHEN A LIV TR	830	W	79TH	ST	\$1,625.00		
2	ULERY, STACEY LYNN	911	W	79TH	ST	\$1,625.00		
1	BECK LAWRENCE J	920	W	79TH	ST	\$1,625.00		
2	BROWN, ARTHUR F JR & DEBORAH M	921	W	79TH	ST	\$1,625.00		
2	HALSEY DAVID & TAMMY	106	E	80TH	ST	\$1,625.00		
2	SCHLABACH DARRELL K	107	E	80TH	ST	\$1,625.00		
2	DETAR COLLEEN S	103	W	80TH	ST	\$1,625.00		
2	MARCUM DALE E ETUX	105	W	80TH	ST	\$1,625.00		
2	HALSEY DAVID C & TAMMY L	116	W	80TH	ST	\$1,625.00		
2	LUZER, JEFFREY A & JEAN A	119	W	80TH	ST	\$1,625.00		
2	MORGAN RICHARD W	120	W	80TH	ST	\$1,625.00		
2	STRANATHAN LEON D & JOYCE I	102	E	81ST	ST	\$1,625.00		
2	DRINNEN KYLE A & KIERA	103	E	81ST	ST	\$1,625.00		
2	WELTHA VERNA	130	E	81ST	ST	\$1,625.00		
2	NETT SENIOR FAMILY REV TR	101	W	81ST	ST	\$1,625.00		
2	LANG RAY F & TERESA M	102	W	81ST	ST	\$1,625.00		
2	MASON DON E ETUX	109	W	81ST	ST	\$1,625.00		
2	FREIHAGE, RANDALL R & MYRNA T	116	W	81ST	ST	\$1,625.00		
2	INTERMILL JOHN LEE & SHARON K	119	W	81ST	ST	\$1,625.00		
2	LUZER, JEFFREY A & JEAN A	120	W	81ST	ST	\$1,625.00		
2	RIEGLE, RANDY L	528	W	81ST	ST	\$1,625.00		
2	MILLER JERRY L & REBECCA S	539	W	81ST	ST	\$1,625.00		
2	SIMON, MICHAEL J & ALLISON B FAMILY TR	540	W	81ST	ST	\$1,625.00		
2	WINGFIELD SHAWN P & MELISSA A	600	W	81ST	ST	\$1,625.00		
2	BRESHEARS, LARRY & MONA	601	W	81ST	ST	\$1,625.00		
2	MALLATT LARRY D	617	W	81ST	ST	\$1,625.00		
2	ASBURY JAMES E & EVA J	618	W	81ST	ST	\$1,625.00		
2	BARTELL DARYL J & SUZANNE R	639	W	81ST	ST	\$1,625.00		
2	YATES ROBERT H & SHERRY Y	640	W	81ST	ST	\$1,625.00		
2	SOUTHBOROUGH PARTNERS	701	W	81ST	ST	\$1,625.00		
2	YATES ROBERT H & SHERRY Y	710	W	81ST	ST	\$1,625.00		
2	YATES ROBERT H & SHERRY Y	718	W	81ST	ST	\$1,625.00		
2	MACY, RANDALL B & CHARLOTTE A	721	W	81ST	ST	\$1,625.00		
2	GILBERT, BOBETTA J	728	W	81ST	ST	\$1,625.00		
2	ARELLANO, LISA M	739	W	81ST	ST	\$1,625.00		
2	WOLKE, DEREK	740	W	81ST	ST	\$1,625.00		
2	SCHREIBER, CURTIS L	800	W	81ST	ST	\$1,625.00		
2	BOSTON BILLY J ETAL	101	E	82ND	ST	\$1,625.00		
2	HOLDEN RICHARD E & ANNA M	110	E	82ND	ST	\$1,625.00		
2	HOLDER WESLEY H & DARCY L	220	E	82ND	ST	\$1,625.00		
2	CROW, JERRY L & MARJORIE I TR	102	W	82ND	ST	\$1,625.00		
2	SNYDER, JOHN A & BEVERLY K MEAIRS	128	W	82ND	ST	\$1,625.00		
2	CHAMBERS PATSY J	200	W	82ND	ST	\$1,625.00		
2	VICKERS, ROBERT L & GRACE Y	201	W	82ND	CT	\$1,625.00		
2	HAMILTON RAYMOND R & IRENE	205	W	82ND	CT	\$1,625.00		
2	JAMES LOREN A & DIANE E	209	W	82ND	CT	\$1,625.00		
2	VICKERS, ROBERT L & GRACE Y	215	W	82ND	CT	\$1,625.00		
2	FRAZIER, BEVERLY CAROLE & CLARENCE L	218	W	82ND	ST	\$1,625.00		
2	VICKERS, ROBERT L & GRACE Y	219	W	82ND	CT	\$1,625.00		
2	MANAHAN, DOYLE & SHARON A	223	W	82ND	CT	\$1,625.00		
2	STEPHENS, SHELLEY R ETAL	226	W	82ND	ST	\$1,625.00		
2	HOOD ROBERT P & JANACE H	229	W	82ND	ST	\$1,625.00		
2	SUTTON, JARED K & LEISA R HAMPTON	230	W	82ND	ST	\$1,625.00		
2	LEIS, PAUL, Sr	103	E	83RD	ST	\$1,625.00		
2	SAVOY ALTON B III	111	E	83RD	ST	\$1,625.00		
2	SAVOY ALTON B III	115	E	83RD	ST	\$1,625.00		
2	DYE, MARILYN	118	E	83RD	ST	\$1,625.00		
2	MILLER MARILYN	120	E	83RD	ST	\$1,625.00		

MOA Attachment C - Water Connection Addresses - PRELIMINARY 8/31/17								
Phase	OWNER1	Number	Dir	Street	Abbrev	Meter	Accept Offer	Accept date
2	SPICER CLAUDE J & MYRTLE J ETAL	126	E	83RD	ST	\$1,625.00		
2	HOFFMAN KATHRYN L A LOVE-	200	E	83RD	ST	\$1,625.00		
2	MACKEY DARREL L & LINDA C	201	E	83RD	ST	\$1,625.00		
2	SWENSON LA VERN & CAROLYN S TR	206	E	83RD	ST	\$1,625.00		
2	ROEDER JOHN E & PEGGY A	101	W	83RD	ST	\$1,625.00		
2	JAMES LOREN A & DIANE E ETAL	104	W	83RD	ST	\$1,625.00		
2	WHEELER JAMES C & BECKY K	111	W	83RD	ST	\$1,625.00		
2	ROSSITER ROY G & JOANNA M	123	W	83RD	ST	\$1,625.00		
2	CHUNG, LE- & MEI YAO CHENG TR	126	W	83RD	ST	\$1,625.00		
2	MOSES PAUL D & ROZETTA	139	W	83RD	ST	\$1,625.00		
2	WENTWORTH, DEREK S	156	W	83RD	ST	\$1,625.00		
2	PRUITT, CHRISTINE	160	W	83RD	ST	\$1,625.00		
2	MCCLELLAND C FLOYD REVOC TRUST	161	W	83RD	ST	\$1,625.00		
2	KISER, MICHAEL L	200	W	83RD	ST	\$1,625.00		
2	BYBEE, JAMES T REV LIV TR	201	W	83RD	ST	\$1,625.00		
2	REIGER JAMES B	215	W	83RD	ST	\$1,625.00		
2	CLOSE, JEFF ALAN & JULIE ANN	227	W	83RD	ST	\$1,625.00		
2	CLOSE JEFF & JULIE	230	W	83RD	ST	\$1,625.00		
2	MURPHY JENNIFER L ETAL	235	W	83RD	ST	\$1,625.00		
2	CLAAR, KEE & KAREN	239	W	83RD	ST	\$1,625.00		
2	BAMMES CHRISTOPHER PAUL	320	W	83RD	ST	\$1,625.00		
2	CLAAR, MARK A & MELISSA L	401	W	83RD	ST	\$1,625.00		
2	WALKER JAMES D	414	W	83RD	ST	\$1,625.00		
2	CROOKS CHARLES E	422	W	83RD	ST	\$1,625.00		
2	CLAAR, KEE L & KAREN S ETAL	425	W	83RD	ST	\$1,625.00		
2	WALKER JAMES D	429	W	83RD	ST	\$1,625.00		
2	ADAMS REVOC FAMILY TR	8017	S	BERNICE	AVE	\$1,625.00		
2	ELGIN DONALD J & JEAN A	8029	S	BERNICE	AVE	\$1,625.00		
2	BURKETT, JAMES J & BRANDON J	8032	S	BERNICE	AVE	\$1,625.00		
2	SMITH DONALD L & KAREN M	8041	S	BERNICE	AVE	\$1,625.00		
2	SHAW ROSE R & THERESA S BJOSTAD	8044	S	BERNICE	AVE	\$1,625.00		
2	MUNSELL, KEIKO	8053	S	BERNICE	AVE	\$1,625.00		
2	BJOSTAD TERI S	8056	S	BERNICE	AVE	\$1,625.00		
2	ANDERSON SUSAN KAY & ERIC & LEROY	8100	S	BERNICE	AVE	\$1,625.00		
2	BROWN, DAVID & KAREN FAMILY REV TR	8101	S	BERNICE	AVE	\$1,625.00		
2	HOPKINS, JERRY LEE	8111	S	BERNICE	AVE	\$1,625.00		
2	MASON, JOSEPH A	8114	S	BERNICE	AVE	\$1,625.00		
2	HOLDERMAN GERALD W & DEBRA L	8121	S	BERNICE	AVE	\$1,625.00		
2	MUNDACA INVESTMENTS LLC	8124	S	BERNICE	AVE	\$1,625.00		
2	BANKERS TRUST CO OF CA NA TRUSTEE	8135	S	BERNICE	AVE	\$1,625.00		
2	BRYANT CHARLES J ETUX	8143	S	BERNICE	AVE	\$1,625.00		
2	MOSER CHARLES F & TERESA A	8159	S	BERNICE	AVE	\$1,625.00		
2	MURROW, NORLEEN K ETAL	8162	S	BERNICE	AVE	\$1,625.00		
2	WILSON, JACKIE D	8201	S	BERNICE	AVE	\$1,625.00		
2	ALBERTIN BOBBY R ETUX	8057	S	BROADWAY	AVE	\$1,625.00		
2	HUBBARD LOYD L	8101	S	BROADWAY	AVE	\$1,625.00		
2	WARING KURTIS L	8115	S	BROADWAY	AVE	\$1,625.00		
2	SMITH FLOYD M	8123	S	BROADWAY	AVE	\$1,625.00		
2	DAY ANGELA C	8201	S	BROADWAY	AVE	\$1,625.00		
2	MEYER RON A	8215	S	BROADWAY	AVE	\$1,625.00		
2	MONROE MICHAEL R	8247	S	BROADWAY	AVE	\$1,625.00		
2	SHORT, ANDREW M IRREVOCABLE TR	8303	S	BROADWAY	AVE	\$1,625.00		
2	HOFFMAN, DON & KATHRYN	8325	S	BROADWAY	AVE	\$1,625.00		
2	SMITH, LINDA J	8401	S	BROADWAY	AVE	\$1,625.00		
2	SAGERTY, BILLIE JOE CHARLES & YOSHIE KONUMA REV LIV TR	8421	S	BROADWAY	AVE	\$1,625.00		
2	SCHAFER DIANA J	8432	S	BROADWAY	AVE	\$1,625.00		
2	JOHNSON SARAH J	8433	S	BROADWAY	AVE	\$1,625.00		
2	WOMACK, JON S	8441	S	BROADWAY	AVE	\$1,625.00		
2	COON, LESA M	8529	S	BROADWAY	AVE	\$1,625.00		
2	SOUTH BROADWAY BAPTIST CHURCH	8552	S	BROADWAY	AVE	\$1,625.00		
2	JAYHAWK PROPERTY GROUP INC	100	W	DANIEL	ST	\$1,625.00		
2	PFANNENSTEIL GEORGIA A REV TR	101	W	DANIEL	ST	\$1,625.00		
2	CASH FRANK R & RO JEAN	120	W	DANIEL	ST	\$1,625.00		
2	MCCOSH CHRISTOPHER & TINA L	121	W	DANIEL	ST	\$1,625.00		
2	KETTNER, DENISE L & LEE	130	W	DANIEL	ST	\$1,625.00		
2	COGGINS, LAURENCE F & MARY E	131	W	DANIEL	ST	\$1,625.00		

MOA Attachment C - Water Connection Addresses - PRELIMINARY 8/31/17								
Phase	OWNER1	Number	Dir	Street	Abbrev	Meter	Accept Offer	Accept date
2	HALL RANDY W & AVA JO	200	W	DANIEL	ST	\$1,625.00		
2	CULLY BILLY J & HELEN L	201	W	DANIEL	ST	\$1,625.00		
2	OKANSAS PROPERTIES LLC	210	W	DANIEL	ST	\$1,625.00		
2	DICKERSON GERALD D & PATRICIA A	220	W	DANIEL	ST	\$1,625.00		
2	TROWER, VERNA M & KYLE D	221	W	DANIEL	ST	\$1,625.00		
2	DAY VIRGINIA E	232	W	DANIEL	ST	\$1,625.00		
2	HAYZLETT ARTHUR	233	W	DANIEL	ST	\$1,625.00		
2	METCALF, JODI M & LOIS L RAIDA	8525	S	KATHERINE	ST	\$1,625.00		
2	CENTER CROSS TRUST	8541	S	KATHERINE	ST	\$1,625.00		
2	HASKINS FRANCIS R & THERESA C	8555	S	KATHERINE	ST	\$1,625.00		
2	KUHEL TERESA L	100	E	KIRBY	ST	\$1,625.00		
2	BURLING DAVID A & BETTY J	103	E	KIRBY	ST	\$1,625.00		
2	CRANFORD SHELLY L & CONNIE R	113	E	KIRBY	ST	\$1,625.00		
2	MEAD STEVE W	114	E	KIRBY	ST	\$1,625.00		
2	HUSKEY CHARLEY A SR	123	E	KIRBY	ST	\$1,625.00		
2	MEAD STEVE W	130	E	KIRBY	ST	\$1,625.00		
2	SCHLOTTHAUER, JAMES C & SANDRA L	133	E	KIRBY	ST	\$1,625.00		
2	RICHARDSON ELVA JUNE LIV TR	136	E	KIRBY	ST	\$1,625.00		
2	MCKELVEY MICHAEL G & SHERYL A	200	E	KIRBY	ST	\$1,625.00		
2	MILLER, MICHAEL W & KRISTI R SIMS	201	E	KIRBY	ST	\$1,625.00		
2	COOK CHRISTOPHER L	218	E	KIRBY	ST	\$1,625.00		
2	CHAPMAN, THOMAS V	219	E	KIRBY	ST	\$1,625.00		
2	WYSOCKI KENNETH E SR & LINDA B	310	E	KIRBY	ST	\$1,625.00		
2	RODRIGUEZ, KENDRA G	311	E	KIRBY	ST	\$1,625.00		
2	WHITE CHARLES T & BETTY L	410	E	KIRBY	ST	\$1,625.00		
2	BROOKS JERRY L	411	E	KIRBY	ST	\$1,625.00		
2	LIMPER EDWARD P & BARBARA ANN	420	E	KIRBY	ST	\$1,625.00		
2	THORNTON KAREN & JESSE P THORNTON	421	E	KIRBY	ST	\$1,625.00		
2	BOYD SHIRLEY ANN & TINA LOUISE THOMPSON	510	E	KIRBY	ST	\$1,625.00		
2	DAVIS, STEPHEN L & STACY L	520	E	KIRBY	ST	\$1,625.00		
2	POPP, DIANNE L & LLOYD J CLARK	610	E	KIRBY	ST	\$1,625.00		
2	ALLEN, KEVIN	8440	S	KIRBY	CT	\$1,625.00		
2	WILSON, ROBERT W PHILLIS L	8441	S	KIRBY	CT	\$1,625.00		
2	JOHNSON, CAROL A	8450	S	KIRBY	CT	\$1,625.00		
2	JBL INC	8455	S	KIRBY	CT	\$1,625.00		
2	GEORGE STEVEN R & RAMONA K	8510	S	KIRBY	CT	\$1,625.00		
2	GEORGE KENNETH G & RUBY F	8520	S	KIRBY	CT	\$1,625.00		
2	MARTIN, GREGORY S	8521	S	KIRBY	CT	\$1,625.00		
2	SIMONS DENISE K	8531	S	KIRBY	CT	\$1,625.00		
2	MINGLE ROGER A & LATRICIA A	101	W	KIRBY	ST	\$1,625.00		
2	SMITH, DALE R & JOLENE K	121	W	KIRBY	ST	\$1,625.00		
2	US BANK NATIONAL ASSOCIATION TRUSTEE	200	W	KIRBY	ST	\$1,625.00		
2	LOUX GLENDA L	215	W	KIRBY	ST	\$1,625.00		
2	MOSS CARL N	218	W	KIRBY	ST	\$1,625.00		
2	WHITBECK JIM L	229	W	KIRBY	ST	\$1,625.00		
2	MARR TERRENCE N	300	W	KIRBY	ST	\$1,625.00		
2	MURROW, NORLEEN K	316	W	KIRBY	ST	\$1,625.00		
2	MURROW, NORLEEN K	324	W	KIRBY	ST	\$1,625.00		
2	TRACY, MICHAEL REV LIV TR	328	W	KIRBY	ST	\$1,625.00		
2	MEYER RON A & JENNIFER R	101	W	LOW	ST	\$1,625.00		
2	MORALES MARTIN	121	W	LOW	ST	\$1,625.00		
2	LEITZEL ROBERT R ETAL	203	W	LOW	ST	\$1,625.00		
2	BROCKLEMAN, MATTHEW V	225	W	LOW	ST	\$1,625.00		
2	EVANS STEVEN P	100	E	NICOLE	ST	\$1,625.00		
2	SAUCEDA RODOLFO & CHERYL A	105	E	NICOLE	ST	\$1,625.00		
2	HERRINGTON TERESA	120	E	NICOLE	ST	\$1,625.00		
2	HINKLE DAN & RHONDA	125	E	NICOLE	ST	\$1,625.00		
2	PARKER BARBARA MARIE	130	E	NICOLE	ST	\$1,625.00		
2	ODEN, MICHAEL L & RAMONA	133	E	NICOLE	ST	\$1,625.00		
2	BASTIAN PAUL & PATSY	200	E	NICOLE	ST	\$1,625.00		
2	REED, OPAL I	209	E	NICOLE	ST	\$1,625.00		
2	MCGRAW GREGORY B & SHERRY L	220	E	NICOLE	ST	\$1,625.00		
2	BASTIN, PATSY D	229	E	NICOLE	ST	\$1,625.00		
2	CHADWICK KENNETH & BELINDA L	310	E	NICOLE	CIR	\$1,625.00		
2	WAGONER RICKY & ANGELIQUE	311	E	NICOLE	CIR	\$1,625.00		
2	HUBBARD SHAN D & VICKIE LYNN	410	E	NICOLE	CIR	\$1,625.00		

MOA Attachment C - Water Connection Addresses - PRELIMINARY 8/31/17								
Phase	OWNER1	Number	Dir	Street	Abbrev	Meter	Accept Offer	Accept date
2	STATELER STEVEN L	411	E	NICOLE	CIR	\$1,625.00		
2	HODGES LEONA M	420	E	NICOLE	CIR	\$1,625.00		
2	KINNAMON, RONNIE E & SHARON K	421	E	NICOLE	CIR	\$1,625.00		
2	WILLIAMS DAVID A & BETTY J	431	E	NICOLE	CIR	\$1,625.00		
2	PLUGGE GLENDA Y	111	W	NICOLE	ST	\$1,625.00		
2	CHANDLER EARL & ANN	112	W	NICOLE	ST	\$1,625.00		
2	HILT, RICHARD L & JODI L	129	W	NICOLE	ST	\$1,625.00		
2	RICHEY, JERRY	130	W	NICOLE	ST	\$1,625.00		
2	ROSS MANFRED C & DEBRA J	200	W	NICOLE	ST	\$1,625.00		
2	HASKINS, FRANCIS R	201	W	NICOLE	ST	\$1,625.00		
2	ROBBINS RICHARD A	210	W	NICOLE	ST	\$1,625.00		
2	GARRISON, MICHOEL & JAN	211	W	NICOLE	ST	\$1,625.00		
2	PERSON, DUSTIN DAVID & TIFFENY LYNNE	220	W	NICOLE	ST	\$1,625.00		
2	RELIANT FINANCIAL INC	225	W	NICOLE	ST	\$1,625.00		
2	TRACY, MICHAEL REV LIV TR	300	W	NICOLE	CT	\$1,625.00		
2	MCMANUS JAMES & MICHELLE	305	W	NICOLE	CT	\$1,625.00		
2	NUTSCH, KEVIN	320	W	NICOLE	CT	\$1,625.00		
2	WISE, TERRI J & PAUL A	330	W	NICOLE	CT	\$1,625.00		
2	LOUX JOE & ROSE	331	W	NICOLE	CT	\$1,625.00		
1	VANCE T J & GLORIA	7900	S	NINA	CIR	\$1,625.00		
1	KISSACK ALAN R & ALICE F	7901	S	NINA	CIR	\$1,625.00		
1	DALTON ROBERT R	7910	S	NINA	CIR	\$1,625.00		
1	MUSSAT DOMENIC E & CAROL A REVOC TR	7930	S	NINA	CIR	\$1,625.00		
1	WHITE LOREE LYNN & KENT ELDER	7935	S	NINA	CIR	\$1,625.00		
1	HARVISTON RALPH S & LA DONNA F	7946	S	NINA	CIR	\$1,625.00		
1	CLARK BRET & RONDA J	7960	S	NINA	CIR	\$1,625.00		
1	WISE, ROBERT A & CHRISTINA F	7961	S	NINA	CIR	\$1,625.00		
1	ARMSTRONG BRUCE W & SUSAN D TR #1	7450	S	SENECA	ST	\$1,625.00		
1	ARMSTRONG BRUCE W & SUSAN D TR #1	7456	S	SENECA	ST	\$1,625.00		
1	JACOBS KURT L & SUSAN	7541	S	SENECA	ST	\$1,625.00		
1	MELLECKER BRUCE	7814	S	SENECA	ST	\$1,625.00		
1	CONLEY BERENITA JUNE	7846	S	SENECA	ST	\$1,625.00		
1	TILLEY DONNIE R & JOANN MARIE REV TR	7950	S	SENECA	ST	\$1,625.00		
1	LOREI GARY D & SANDRA M REV TR	7820	S	SHADY CREEK	CIR	\$1,625.00		
1	HURST NATHAN G & BARBARA F JOINT REV TR	7823	S	SHADY CREEK	CIR	\$1,625.00		
1	CESSNA, RONALD JR & DAYLE E L	7830	S	SHADY CREEK	CIR	\$1,625.00		
1	HUFMAN JOSEPH L & ANITRA G	7833	S	SHADY CREEK	CIR	\$1,625.00		
1	TYSON, SCOTT G & SHELLEY J	7840	S	SHADY CREEK	CIR	\$1,625.00		
1	HERMAN, RUSSELL D & ASHLEY N	7845	S	SHADY CREEK	CIR	\$1,625.00		
1	MCCULLOUGH, TERRY A & EDWARD SPENCE MCCULLOU	7850	S	SHADY CREEK	CIR	\$1,625.00		
1	GUMFORY LYLE D & ELIZABETH L	7930	S	SHADY CREEK	CIR	\$1,625.00		
1	JOHNSON, TARRA L & JEREMY J	7931	S	SHADY CREEK	CIR	\$1,625.00		
2	ROBERTS QUILA	8301	S	TERRICK	LN	\$1,625.00		
2	KENNEDY, J C	8309	S	TERRICK	LN	\$1,625.00		
2	CROOKS, CHARLES E	8323	S	TERRICK	LN	\$1,625.00		
2	CROOKS, JUDY K	8335	S	TERRICK	LN	\$1,625.00		
2	COOK RICHARD B ETAL	8358	S	TERRICK	LN	\$1,625.00		
2	VAN SCYOC LARRY J ETAL	8001	S	VESTA	AVE	\$1,625.00		
2	FORSHEE, STACY	8029	S	VESTA	AVE	\$1,625.00		
2	DARBY JULIUS ETUX	8034	S	VESTA	AVE	\$1,625.00		
2	CREECH JANET L ETAL	8039	S	VESTA	AVE	\$1,625.00		
2	BERGMAN, JERRY	8050	S	VESTA	AVE	\$1,625.00		
2	HEPHNER ROBERT L & JYNTRE C	8053	S	VESTA	AVE	\$1,625.00		
2	HOOK, LINNIE D	8056	S	VESTA	AVE	\$1,625.00		
2	HOOK, LINNIE D	8100	S	VESTA	AVE	\$1,625.00		
2	RAY DAVID D ETUX	8101	S	VESTA	AVE	\$1,625.00		
2	RICO, THOMAS & TAMMI	8122	S	VESTA	AVE	\$1,625.00		
2	CONWAY TERRY W	8134	S	VESTA	AVE	\$1,625.00		
2	GOFF, EARLINE J ETAL	8137	S	VESTA	AVE	\$1,625.00		
2	BRYANT CHARLES J & MARY A BRYANT	8146	S	VESTA	AVE	\$1,625.00		
2	CONWAY, TERRY	8147	S	VESTA	AVE	\$1,625.00		
2	BRYANT CHARLES J & MARY A	8148	S	VESTA	AVE	\$1,625.00		
2	PROVINCE, LANCE E & COLETA M	8301	S	VESTA	ST	\$1,625.00		
2	GERARD EARL & GLADYS J ETAL	8325	S	VESTA	ST	\$1,625.00		
2	COTTON ROGER L & MELODY A	8335	S	VESTA	ST	\$1,625.00		
2	MCCAFFREE BRADLEY C & CAROLYN J	8200	S	WACO	AVE	\$1,625.00		

MOA Attachment C - Water Connection Addresses - PRELIMINARY 8/31/17								
Phase	OWNER1	Number	Dir	Street	Abbrev	Meter	Accept Offer	Accept date
2	CLAAR, KEE L & KAREN S	8201	S	WACO	AVE	\$1,625.00		
2	STEPHENS, SHELLEY R ETAL	8221	S	WACO	AVE	\$1,625.00		
2	RAYBURN ENTERPRISES LLC	8257	S	WACO	AVE	\$1,625.00		
2	BERRY CLARENCE E ETUX	8320	S	WACO	AVE	\$1,625.00		
2	THOMAS, GEORGE C & LINDA D	8321	S	WACO	AVE	\$1,625.00		
2	KING CRISTALEE S	8330	S	WACO	AVE	\$1,625.00		
						\$438,750.00		

August 31, 2017

Will Black, Chief Administrative Officer
City of Haysville
200 W. Grand Avenue
P.O. Box 404
Haysville, KS 67060

Reference: Haysville - Southeast Waterline Improvements
PEC Project No. 31-170951-000-1263

Dear Mr. Black:

This letter is written to serve as an agreement between the City of Haysville (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for Haysville – Southeast Waterline Improvements, hereinafter called the PROJECT.

The PROJECT generally includes extension of 12" water mains along South Main (Seneca) from Waggoner to Timber Creek, along South Main (Seneca) from River Birch to 87th Street South, along 79th Street South from Seneca to Broadway, along Broadway from Spring Circle to 87th Street South, along 87th Street South from Seneca to Broadway and through City Property from the existing water main extension to 79th Street South along with 8" and 6" water main extensions per the attached Attachment B.

PEC anticipates the PROJECT to be bid in 2 phases with the boundaries of the phases as generally depicted in Attachment B. PROJECT design and surveying services (except staking and post-construction survey) as provided in this agreement shall be for both phases. Staking, post-construction survey, construction administration, resident project representation and record drawings as provided in this agreement shall be for Phase 1 only.

PEC proposes to perform the Scope of Services as outlined in Paragraph A below, which are provided for your review and approval.

A. Project Scope of Services:

1. Project Design Services:

- a. Participate in pre-design meeting with CLIENT and Kansas Department of Health and Environment (KDHE) to formalize design criteria and PROJECT limits.
- b. Prepare engineer's opinion of probable cost estimate for the project construction based on PEC's professional experience and judgment and shall be deemed to represent PEC's opinion. PEC has no control over the cost of labor, material, equipment and other relevant factors that could influence the ultimate construction costs. Thus, PEC does not guarantee that the actual construction cost will be the same as PEC's estimate of probable construction cost or that construction costs will not vary from its opinions of probable cost.
- c. Prepare Request for Proposals (RFP) for the PROJECT for CLIENT review.
- d. Revise RFP in accordance with the CLIENT review comments and distribute final RFP documents to pre-selected contractors as selected by the CLIENT.
- e. Review contractor proposals with the CLIENT and assist the CLIENT in the awarding of PROJECT.

- f. Prepare water model to evaluate water pressure and water age of the proposed waterline improvements.
 - g. Prepare preliminary (concept) design plans and specifications in accordance with the current design criteria of the City of Haysville and KDHE. Provide preliminary design plans and project specifications to the CLIENT for review, comment and approval.
 - h. Develop the Storm Water Pollution Prevention Plan (SWP3) and the supporting documentation, if required. Assist the CLIENT with preparation and submission of the Notice of Intent (NOI) permit application as required by KDHE.
 - i. Assist CLIENT with development of Storm Water Permit Application and the supporting documentation for submission to Sedgwick County, where applicable.
 - j. Provide plans to Sedgwick County Public Works for permitting determination. Assist CLIENT in the preparation of the Sedgwick County Public Works Utility Permit Agreement(s) related to the PROJECT.
 - k. Provide plans to the United States Army Corps of Engineers and Kansas Department of Agriculture, Division of Water Resources for permitting determination.
 - l. Revise the plans and specifications in accordance with the CLIENT review comments and provide the plans and specifications to the KDHE for review, comment, and approval.
 - m. Revise the plans and specifications in accordance with KDHE review comments and provide final construction plans and specifications to the contractor. The deliverables for this submittal shall include two full size (22" x 36"), two half size (11" x 17") plan sets along with one electronic set plans for the PROJECT in PDF format.
2. Project Surveying Services:
- a. Provide engineering and technical personnel and equipment to obtain topographical field survey data as required for engineering design of the PROJECT.
 - b. Utility companies shall be requested to flag or locate facilities within the PROJECT area prior to conducting the field survey for the PROJECT.
 - c. Provide field survey data as required for engineering design of the PROJECT, including pick up of flagged utilities, and determination of section lines and property lines.
 - d. Provide construction staking for Phase 1 of the PROJECT. This work shall include staking of property lines along the PROJECT corridor (min. 250' intervals).
 - e. Provide post-construction survey of Phase 1 of the waterline improvements including waterline as flagged by contractor (or third party), water meters, valves, air releases and fire hydrants.
3. Construction Administration Services (Phase 1 only):
- During the construction phase PEC shall provide construction administration services for Phase 1 of the PROJECT. The scope of services will be as follows:
- a. Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.

- b. Make visits to the PROJECT site at intervals appropriate to the various stages of construction as deemed necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work.
 - c. Consult with the Inspector regarding interpretations or clarifications of the plans and specifications.
 - d. Provide decisions in accordance with the Contract Documents on questions regarding this work.
 - e. Review materials test reports as submitted by the Inspector.
 - f. Prepare Change Orders covering modifications or revisions necessitated by field conditions.
 - g. Meet with the CLIENT as requested during construction to review progress on each part of the PROJECT.
 - h. Issue Certificate of Substantial Completion when the PROJECT has been completed.
 - i. Conduct final inspection of the work.
- 4. Resident Project Representative Services (Phase 1 only):

During the construction of Phase 1 of the PROJECT, PEC shall provide Resident Project Representative (RPR) services for the PROJECT. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

 - a. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - c. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - d. Liaison:
 - i. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - ii. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - iii. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - e. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - f. Shop Drawings and Samples:
 - i. Record date of receipt of Samples and Contractor-approved Shop Drawings.

- ii. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - iii. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- g. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- h. Review of Work and Rejection of Defective Work:
 - i. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- i. Inspections, Tests, and System Start-ups:
 - i. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - ii. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- j. Records:
 - i. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - ii. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - iii. Maintain records for use in preparing Project documentation.
- k. Reports:
 - i. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

- ii. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - iii. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
 - l. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 - m. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 - n. Completion:
 - i. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - ii. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - iii. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
5. Record Drawing Services (Phase 1 only):
- a. Record Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - i. Preparation: Mark record drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record drawings.
 - 1) Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - 2) Accurately record information in an acceptable drawing technique.
 - 3) Record data as soon as possible after obtaining it.
 - 4) Record and check the markup before enclosing concealed installations.
 - 5) Cross-reference record drawings to corresponding archive photographic documentation.

- ii. Content: Types of items requiring marking include, but are not limited to, the following:
 - 1) Dimensional changes to Drawings.
 - 2) Revisions to details shown on Drawings.
 - 3) Depths of foundations below first floor.
 - 4) Locations and depths of underground utilities.
 - 5) Revisions to routing of piping and conduits.
 - 6) Revisions to electrical circuitry.
 - 7) Actual equipment locations.
 - 8) Duct size and routing.
 - 9) Locations of concealed internal utilities.
 - 10) Locations of underground utilities.
 - 11) Changes made by Change Order or Work Change Directive.
 - 12) Changes made following Engineer's written orders.
 - 13) Details not on the original Contract Drawings.
 - 14) Field records for variable and concealed conditions.
 - 15) Record information on the Work that is shown only schematically.
 - iii. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record drawings.
 - iv. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - v. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - vi. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- b. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record drawings with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
- i. Format: Annotated PDF electronic file with comment function enabled.
 - ii. Incorporate changes and additional information previously marked on record drawings. Delete, redraw, and add details and notations where applicable.
 - iii. Refer instances of uncertainty to Engineer for resolution.
 - iv. Engineer will furnish Contractor one set of PDF files of the Contract Drawings for use in recording information.
- c. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

- i. Record Drawings: Organize record drawings and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
- ii. Format: Annotated PDF electronic file with comment function enabled.
 - 1) Identification: As follows:
 - 2) Project name.
 - 3) Date.
 - 4) Designation "PROJECT RECORD DRAWINGS."
 - 5) Name of Engineer and Resident Project Representative.
 - 6) Name of Contractor.

B. Maintenance of Traffic (MOT):

The final plans for the project shall indicate that the Contractor shall be responsible for preparing and submitting traffic control plan in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, for review and approval by the CLIENT prior to beginning construction.

C. Responsibility of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Attend all PROJECT progress meetings.
- 2. Acquire/obtain all right of way and easements required for Project construction and maintenance.
- 3. Provide access to the property.
- 4. Provide required CLIENT utility locates.
- 5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 7 calendar days.

D. Exclusions:

The following are not included in the scope of services:

- 1. Platting, zoning or the associated filing fees.
- 2. Environmental assessments or clearances.
- 3. Geotechnical investigations.
- 4. Sampling and/or environmental testing of groundwater or soil in the PROJECT area.

E. Payment Provision:

PEC proposes to provide the services as outlined in Scope of Services on the basis of a lump sum fee for each respective part as follows:

1.	Project Design Services	\$ 230,000
2.	Project Surveying Services	\$ 77,500
3.	Construction Administration Services	\$ 10,000
4.	<u>Record Drawing Services</u>	<u>\$ 5,000</u>
	Subtotal	\$ 322,500

PEC proposes to provide the services as outlined in Scope of Services on the basis of standard hourly rates plus vehicle mileage (per Attachment A) based on construction completion within 90 days after the construction Notice to Proceed, not to exceed the amount as follows:

5.	<u>Resident Project Representative Services</u>	<u>\$ 60,000</u>
	TOTAL	\$ 382,500

Unless otherwise agreed upon, billings will be made no more frequently than monthly for work completed the previous month. CLIENT will remit to PEC within 30 days of receiving payment from KDHE. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, PEC will be given written notice by the CLIENT along with a request for an estimate of PEC's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by both parties.

F. Schedule:

PEC shall prepare and distribute final RFP documents to pre-selected contractors as selected by the CLIENT by September 8, 2017, based on agreement execution by September 5, 2017. The remaining design and surveying services shall be performed based on a mutually agreed upon schedule as set forth at the pre-construction meeting, exclusive of all delays occasioned by plan review, or any action or inaction by the CLIENT or other agency incurred following plan submittal or request for Project-related information. The construction administration, resident project representative and record drawing services shall be performed as determined by contractor work progress schedules.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Mr. Will Black
Haysville - Southeast Waterline Improvements
August 31, 2017
Page 9

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Benjamin M. Mabry, P.E.
Project Manager

BMM/tac

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: 
Michael D. Kelsey, P.E., Principal

Date: August 30, 2017

ACCEPTED:

CITY OF HAYSVILLE

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

2017 RATE SCHEDULE
ATTACHMENT A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 4	\$155.00
Principal Engineer 3	\$150.00
Principal Engineer 2	\$145.00
Principal Engineer 1	\$140.00
Project Manager 4	\$160.00
Project Manager 3	\$155.00
Project Manager 2	\$145.00
Project Manager 1	\$135.00
Project Engineer 4	\$125.00
Project Engineer 3	\$115.00
Project Engineer 2	\$105.00
Project Engineer 1	\$100.00
Design Engineer 2	\$95.00
Design Engineer 1	\$85.00
Landscape Arch. 2	\$125.00
Landscape Arch. 1	\$95.00
Land Use Planner 2	\$120.00
Land Use Planner 1	\$100.00
Airport Planner	\$140.00
Design Technician Supervisor 4	\$130.00
Design Technician Supervisor 3	\$120.00
Design Technician Supervisor 2	\$110.00
Design Technician Supervisor 1	\$90.00
Design Technician 4	\$110.00
Design Technician 3	\$100.00
Design Technician 2	\$80.00
Design Technician 1	\$65.00
Production Assistant	\$70.00
Commissioning Agent 2	\$140.00
Commissioning Agent 1	\$125.00
Balance Technician Supervisor	\$95.00
Balance Technician 2	\$90.00
Balance Technician 1	\$65.00
Land Surveyor	\$110.00
Party Chief	\$85.00
Survey Technician	\$65.00
Field Engineer	\$155.00
Inspector	\$95.00
Lab Technician	\$65.00
Administrative Assistant Supervisor	\$75.00
Administrative Assistant	\$60.00
Computer Programmer	\$95.00
Technical Writer	\$85.00
Public Relations	\$95.00
Computer/CAD	\$18.00
Infrared Camera	\$50.00
Structural Testing Equipment	\$50.00
*Premium time for all non-salaried personnel	1.5 multiplier

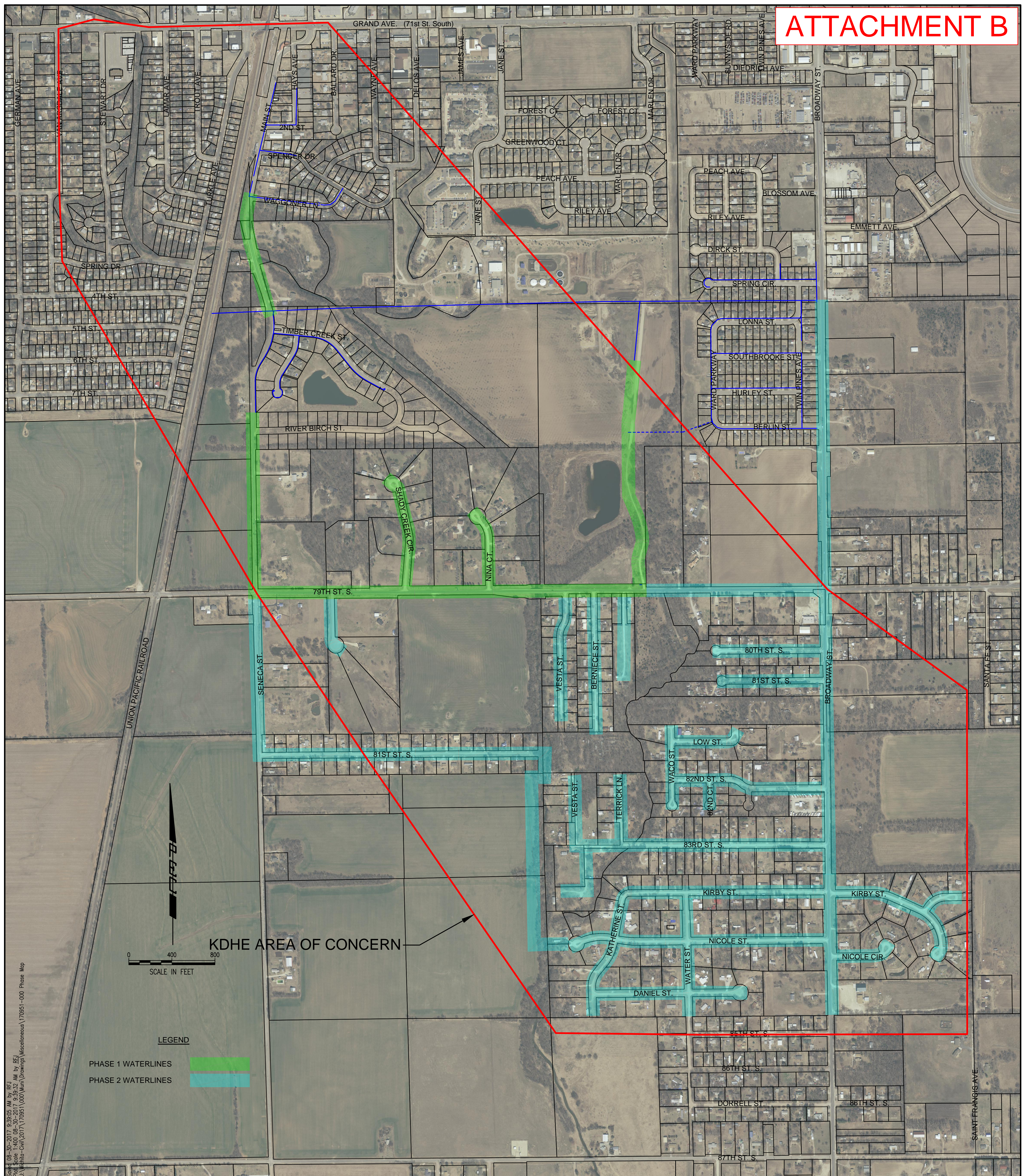
2017 RATE SCHEDULE
ATTACHMENT A
Page 2

REIMBURSABLES:

Outside Consultants	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	\$0.53/Mile
ATV	\$20.00/Hour
GPS	\$50.00/Hour
3D Laser Scanner	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
Car Rental and Fuel	Cost
Per Diem.....	\$35.00/Day
Telephone (Long Distance)	No Charge
Postage (Regular Mail).....	No Charge
Deliveries and Overnight Mail... ..	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost
Filing Fees	Cost
Concrete Testing Equipment	\$2.67/Each
Nuclear Gauge Equipment.....	\$11.57/Each
Plastic Cylinder Molds	\$1.05/Each

**The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

ATTACHMENT B



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User: \\Richita-Civil\2017\170951\000\Muni\Drawings\Miscellaneous\170951-000 Phase Map

Professional Engineering Consultants, P.A. 303 S. Topeka Wichita, Kansas 67202 Phone (316) 262-2691		City of Haysville, Kansas Southeast Waterline Improvements PEC Project Number 31-170951-000-1263 August 2017			
ENGINEER'S ESTIMATE - Total Project					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE	
				UNIT PRICE	COST
1	12" Pipe	12,500	LF	55.00	\$687,500.00
2	12" Pipe by Directional Drill	10,000	LF	90.00	\$900,000.00
3	12" Valve Assemblies	30	EA	3,000.00	\$90,000.00
4	8" Pipe	18,500	LF	35.00	\$647,500.00
5	8" Pipe by Directional Drill	8,000	LF	60.00	\$480,000.00
6	8" Valve Assemblies	30	EA	2,000.00	\$60,000.00
7	Air Release Assemblies	10	EA	3,000.00	\$30,000.00
8	20" Steel Casing by Bore	1,200	LF	375.00	\$450,000.00
9	Fire Hydrant Assemblies	40	EA	5,500.00	\$220,000.00
10	Blowoff Valve Assemblies	20	EA	1,750.00	\$35,000.00
11	Long Services - 1"	135	EA	1,000.00	\$135,000.00
12	Short Services - 1"	135	EA	700.00	\$94,500.00
13	Short Services - 2"	1	EA	2,200.00	\$2,200.00
14	Connect to Existing	6	EA	5,000.00	\$30,000.00
15	Mobilization	1	LS	10,000.00	\$10,000.00
16	Traffic Control	1	LS	17,500.00	\$17,500.00
17	Erosion Control	1	LS	20,000.00	\$20,000.00
18	Site Clearing and Restoration	1	LS	85,000.00	\$85,000.00
PROBABLE CONSTRUCTION COSTS					\$3,994,200.00
CONSTRUCTION CONTINGENCIES (10%)					\$399,420.00
SURVEY, DESIGN, CONSTRUCTION ADMIN,& AS-BUILTS					\$388,000.00
INSPECTION SERVICES ^[1]					\$200,000.00
CITY COSTS (Easements, permitting, meetings etc.) ^[2]					\$300,000.00
TOTAL ESTIMATED PROJECT COSTS					\$5,281,620.00

[1] Inspection fees based on a construction time of 180 calendar days from the contractor's notice to proceed date.

[2] Does not include the City's tapping fees.