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20TH AND BROADWAY INTERSECTION IMPROVEMENTS -
Staff is recommending Governing Body approval of an
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for an amount not to exceed \$68,997.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 27, 2011
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jim Akins of the First United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the minutes of the September 13, 2011, City Commission Meeting.
- b. Approval of the Economic Development Advisory Committee's recommendation to fund the Imagine Pittsburg 2030 Visioning Project in an amount of at least \$25,000 and not to exceed \$50,000.
- c. Approval of the Economic Development Advisory Committee's recommendation to fund the extension of a 12-inch waterline on Lone Star Road from 20th Street to 4th Street for the estimated cost of \$157,431 and the extension of the waterline north to serve the 240 acre ABP West for the estimated cost of \$111,571 and, if approved, authorize the Mayor to sign the appropriate documents.
- d. Approval of staff recommendation to purchase an emergency backup generator for Memorial Auditorium and Convention Center from CDL Electric for \$10,999.
- e. Approval of the appointment of Bill Beasley, Bill Pyle, Chris Hoffman (Pilot for K.W. Brock), Nathan Keizer (Pilot for Watco Companies, Inc.) and Ron Holman (Pilot for Tripe T Foods) representing the City of Pittsburg; Judy Freeman (Zoning Administrator) and Jim Belew (County Planning Commissioner) representing Crawford County; and John Zafuta (Fire Chief) and Ron Albertini (City Surveyor) representing the City of Frontenac, to serve on the Airspace Protection Planning Committee to assist in the planning and drafting of airspace regulations for the Atkinson Municipal Airport.
- f. Approval of staff recommendation to declare certain items of city property to be surplus property and disposed of through donation to other small law enforcement agencies.
- g. Approval of the Appropriation Ordinance for the period ending September 27, 2011, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 27, 2011
5:30 PM

SPECIAL PRESENTATION:

- a. LIBRARY VIDEO - Pat Clement, Director of the Pittsburg Public Library, will present a video highlighting children's summer reading activities at the Library. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. 20TH AND BROADWAY INTERSECTION IMPROVEMENTS - Staff is recommending Governing Body approval of an Engineering Services Agreement between the City and Professional Engineering Consultants, P.A. for design services for the 20th and Broadway Intersection Improvements Project for an amount not to exceed \$68,997. **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor to sign the Engineering Services Agreement on behalf of the City.**
- b. REPORT FROM DIRECTOR OF ECONOMIC DEVELOPMENT - Mark Turnbull, Director of Economic Development, will give a verbal presentation on his recent Kansas Recruitment trip to Philadelphia.

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of non-elected personnel. **Motion to recess into Executive Session for approximately 60 minutes for discussion regarding personnel matters of non-elected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
September 13th, 2011

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, September 13th, 2011, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Marty Beezley presiding and the following members present: Rudy Draper, Michael Gray, John Ketterman and Patrick O'Bryan.

Mayor Beezley provided the invocation.

Mayor Beezley led the flag salute.

Mayor Beezley proclaimed the week of September 17 – 23, 2011, as Constitution Week in Pittsburg.

APPROVAL OF MINUTES – AUGUST 23rd, 2011 - On motion of O'Bryan, seconded by Draper, the Governing Body approved the minutes of the August 23rd, 2011, City Commission Meeting as submitted. Motion carried.

ORDINANCE NO. G-1149 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1149, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2011 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1099, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried.

ORDINANCE NO. G-1150 - On motion of O'Bryan, seconded by Draper, the Governing body approved Ordinance No. G-1150, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2011 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1098, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried.

ORDINANCE NO. G-1151 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1151, providing for the change of certain areas from CP-2 Planned General Commercial to RP-3 Planned Medium Density Residential and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended of the City of Pittsburg, Kansas, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried. (Request of Karl Kraner, 2501 North Walnut)

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
September 13th, 2011

ORDINANCE NO. G-1152 – On motion of O’Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1152, amending Section 14-102 of the Code of the City of Pittsburg, Kansas, relating to rental and service charges for the storage of aircraft at Atkinson Municipal Airport, to allow the City Commission to review and adjust these fees without amending the Ordinance and also approval of the proposed fee schedule for hangar rental and other miscellaneous fees and charges, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O’Bryan. Motion carried.

ORDINANCE NO. G-1153 – On motion of O’Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1153 amending Section 18-35 of the Pittsburg City Code to increase building permit fees, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O’Bryan. Motion carried.

ORDINANCE NO. G-1154 - On motion of O’Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1154 amending Section 62-83, 62-106, and 62-142 of the Pittsburg City Code to increase the fees to apply for change of zoning, zoning amendments, conditional use permits, vacation of streets and alleys, variances, special exceptions and platting of land, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O’Bryan. Motion carried.

VOTING DELEGATES – LEAGUE OF KANSAS MUNICIPALITIES – On motion of O’Bryan, seconded by Draper, the Governing Body approved the appointment of Michael Gray, John VanGorden, Mark Turnbull and John Bailey as voting delegates and Bruce Remsberg, Jon Garrison, Megan Fry and Bill Beasley as alternate voting delegates to represent the City at the League of Kansas Municipalities Annual Meeting scheduled for October 8th through 10th, 2011, in Wichita, Kansas. Motion carried.

AVIMET DATA LINK AGREEMENT – On motion of O’Bryan, seconded by Draper, the Governing Body approved an agreement with Vaisala, Inc., of Louisville, Colorado, to provide AviMet Data Link services to the Atkinson Municipal Airport, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

KANSAS HOUSING RESOURCE CORPORATION GRANT – EMERGENCY SHELTER GRANT – On motion of O’Bryan, seconded by Draper, the Governing Body accepted the grant award from the Kansas Housing Resource Corporation for the Emergency Shelter and authorized the Mayor to sign the required documents to be submitted to the State of Kansas Housing Resource Corporation. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
September 13th, 2011

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending August 23rd, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

PUBLIC HEARING - CITY OF WICHITA, KANSAS, HOSPITAL FACILITIES REVENUE BONDS – Following Public Hearing, on motion of Gray, seconded by Ketterman, the Governing Body approved the issuance, by the City of Wichita, Kansas, of certain Hospital Facilities Refunding and Improvement Revenue Bonds in an aggregate principal amount of not to exceed \$200,000,000 for the purposes of refunding certain outstanding 2001 Hospital Facilities Improvement and Refunding Revenue Bonds and acquiring, constructing, furnishing and equipping certain improvements to hospital facilities including facilities located within the City of Pittsburg, and adopted Resolution No. 1115. Motion carried with Mayor Beezley abstaining due to her involvement with the Via Christi Board of Trustees.

SPECIAL PRESENTATION - PITTSBURG PUBLIC LIBRARY UPDATE - Library Director Pat Clement provided an update on recent and upcoming events at the Library.

AVIATION FUEL PRICES – On motion of Ketterman, seconded by Gray, the Governing Body authorized staff to set retail prices for aviation fuel at the cost established by the City Commission plus 3% for credit card fees and to allow the weekly adjustment of fuel prices based on AvFuel's weekly set cost. Motion carried.

QUINCY STREET IMPROVEMENTS – On motion of Gray, seconded by O'Bryan, the Governing Body approved staff recommendation to improve Quincy Street as a 41' street (three lanes) from Broadway to the turn lanes located just east of Joplin Street, with no construction east of the turn lane located just east of Joplin Street. Motion carried.

AIRSPACE PROTECTION PLANNING – On motion of O'Bryan, seconded by Gray, the Governing Body approved KDOT's Airport Design and Planning Agreement to provide Airspace Protection Planning, authorized staff to create and participate in an Airport Airspace Protection Committee to be comprised of five representatives of the City of Pittsburg, two representatives from the City of Frontenac and two representatives of Crawford County, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

EXECUTIVE SESSION - On motion of Draper, seconded by Gray, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of non-elected personnel. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
September 13th, 2011

The Governing Body recessed into Executive Session at 6:25 p.m.

The Governing Body reconvened into Special Session at 6:52 p.m.

Mayor Beezley announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of Ketterman, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:53 p.m. Motion carried.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

COPY
DRAFT
MAY

IMAGINE PITTSBURG 2030
A Community Visioning Project

SPONSORSHIP PROPOSAL

The steering committee of *Imagine Pittsburg 2030* respectfully requests that **Name** consider this proposal to support the Pittsburg community's pursuit of excellence in planning a purposeful future by making a sponsorship gift to *Imagine Pittsburg 2030: A community visioning project*.

PURPOSE OF IMAGINE PITTSBURG 2030

During its annual planning retreat in July 2010, the board of directors of the Pittsburg Area Chamber of Commerce conducted a brain-storming exercise to identify high-priority projects for both the Chamber and the community. It became quickly apparent that while this small group of individuals could create a list of any number of priorities, it would have no credibility with the rest of the Pittsburg community. Rather than create such a list in a vacuum, the Chamber began talking about the idea of facilitating a community visioning effort. From that meeting came the genesis for *Imagine Pittsburg 2030: A community visioning project*.

The purpose of *Imagine Pittsburg 2030* is to provide a process by which members of the community envision the future of Pittsburg and then create a plan to achieve that vision. As Gary Green said in his book *A guide to community visioning*, "Communities today face any number of pressing concerns, including requests for rezoning, demands for affordable housing, or the loss of a major employer. Unfortunately, decisions about these issues are frequently made in the absence of a real vision of how residents want their communities to look in the future." The hope is that *Imagine Pittsburg 2030* will create a vision that will guide decision making for the next two decades by city leaders, major employers, civic organizations, and the public at large.

A HISTORY OF PLANNING AND COOPERATION

As with many communities across the nation, decisions about the strategic direction of Pittsburg were at one time made by a small group of "city fathers," who acted as the financial and social leaders of the community. This system worked well until 1995 when Cessna solicited bids for a location in which to place a new manufacturing plant. While Independence, Kansas ultimately won the rights to serve as the home of the Cessna facility, the challenge of putting the bid together illustrated to the leaders of Pittsburg the need to integrate the planning of the city, chamber, university, school district, and major employers into a single vision for the community.

The result of that integration effort was the first city-wide planning project titled "Visions for Growth." Launched in 1995, this ten-year planning effort focused on economic development, business and education partnerships, housing, and K-12 / higher education. Some of the successful projects that came from that effort include the Kansas Technology Center at Pittsburg State University, the Business and Education Alliance, and the construction of Meadowlark School by USD 250. This plan was updated and expanded in 2001 with Fire Station #1 and the Public Safety Center resulting from the second phase of "Visions for Growth."

Now, ten years after the launch of phase two of "Visions for Growth," community leaders have again seen the need for a long-range vision for Pittsburg. In 2011, this resulted in the creation of *Imagine Pittsburg 2030*.

A COLLABORATIVE, PROFESSIONAL, COMMUNITY-WIDE EFFORT

Co-chaired by the Honorable Marty Beezley, mayor of the City of Pittsburg, and Dr. Brad Hodson, past chairman of the board of the Pittsburg Area Chamber of Commerce, *Imagine Pittsburg 2030* has been structured to provide open, candid communication from all sectors of the Pittsburg community. The steering committee of *Imagine Pittsburg 2030* represent a cross section of our city, with individuals from business, industry, social services, city government, religious groups, education, health care, housing, small business owners, construction, youth, and senior citizens. In addition to the steering committee, there will be ample opportunities for any citizen of Pittsburg to express their views on the future of this community.

To compliment what we anticipate will be robust community support, the steering committee will engage professional counsel to help guide the process. Two community visioning consultants, both from the Midwest, have been interviewed by the steering committee. A decision as to which consultant will help facilitate the process of creating a long-range vision for Pittsburg will be made after funding for the overall visioning effort has been secured.

TIMELINE AND AREAS OF EMPHASIS

The process of soliciting community input, creating task forces to address specific topics, and synthesizing that information to create a comprehensive vision for Pittsburg will take six to nine months from the date of inception. Pittsburg will officially launch *Imagine Pittsburg 2030* in October 2011, thereby starting a process that will end in the spring of 2012.

While one result of the visioning process might be the creation of a ground-breaking, awe-inspiring vision for the city that will compel community leaders and citizens to work toward in the years to come, much of the result will be far more down to earth. However, it is often the simple, rational plans that yield the most fruitful results for a community. The areas of emphasis for *Imagine Pittsburg 2030* will include:

- Community spirit, identity, and amenities
- Downtown revitalization
- Economic development
- Housing and neighborhoods
- Safety, health, and wellness
- Education
- Infrastructure and transportation
- Workforce development

Other areas of emphasis may be added as the process unfolds, but if sufficient energy is given to the above areas alone, the result will be a comprehensive, inspiring vision for the Pittsburg community that will become a road map for civic and business leaders for the next twenty years.

FUNDING THE VISIONING PROCESS

Quality visioning programs cost money. It is estimated that *Imagine Pittsburg 2030* will cost at least \$100,000. This estimate is based on the fact that a similar visioning exercise was completed recently in Parsons, Kansas with the total cost of that project being \$100,000. It is estimated that up to three quarters of the total cost will be used to pay a visioning consultant. Of course cheaper options exist, including facilitating the process “in-house,” but the results will not be as useful.

A visioning consultant might seem like a luxury, but Pittsburg will benefit not only from the consultant’s experience creating such plans for communities across the country, but also from their ability to act as an independent, third-party facilitator. Visioning processes sometimes become contentious as competing visions vie for supremacy. A consultant-facilitator who has no personal stake in the final outcome can act as an honest broker in times of passion, allowing all participants to feel as if their voices have been heard and their visions honored.

Funding for *Imagine Pittsburg 2030* will come primarily from private donors in the Pittsburg community who understand the value a long-range vision can bring to a growing, dynamic city. Additional support will possibly come from the City of Pittsburg through the Revolving Loan Fund, but those funds, generated by a $\frac{1}{4}$ cent sales tax, will be requested only after all private sponsorship opportunities have been exhausted. The steering committee has set a goal to have all funding in place by October 1, 2011, before the official launch of the visioning effort.

THE OPPORTUNITY TO PARTICIPATE

The steering committee of *Imagine Pittsburg 2030* invites **Name** to consider a sponsorship gift in the amount of \$~~XX~~,000 in support of the desire of Pittsburg to be a strategic, forward-thinking community. This desire is captured by *Imagine Pittsburg 2030*, a collaborative, comprehensive effort to create a road map to guide decisions about Pittsburg’s future for the next twenty years.

The steering committee appreciates your consideration of this sponsorship opportunity and invites you to join them on what is sure to be an exciting and fulfilling visioning journey.

IMAGINE PITTSBURG 2030

A Community Visioning Project

Co-Chairs

Honorable Marty Beezley
Mayor
City of Pittsburg

Dr. Brad Hodson
Vice President
Pittsburg State University

Steering Committee Members

Mr. Destry Brown
Superintendent
USD 250

Ms. Sara Narges
Owner
Loree's Bridal and Formal

Mr. Randy Cason
President and CEO
Via Christi Hospital

Dr. Gina Pinamonti
Owner
Pinamonti Orthodontics

Reverend Mike Hart
Pastor
Trinity Baptist Church

Mr. Ron Rhodes
Owner
Ron's Supermarket

Ms. Mendy Hulvey
Chief of Police
City of Pittsburg

TBD
Senior Citizen member

Dr. Chris Jacquinot
Optometrist
Wimmer Vision Care

Mr. Steve Sloan
President
Midwest Minerals, Inc.

Mr. Brian Jones
Owner/Broker
Jones Heritage Realtors

Mr. Mark Werner
Former Pittsburg mayor

Ms. Monica Murnan
Executive Director
Family Resource Center

TBD
Youth member



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: September 21, 2011

SUBJECT: Agenda Item – September 27, 2011
Water Line Extension
Lone Star Road – 20th Street to 4th Street

The Department of Public Utilities recently completed the construction of a waterline on Lone Star Road from Atkinson Road to 20th Street. In order to make this line fully functional, the remaining piece between 20th Street and 4th Street should be installed as well. If completed, this waterline will offer support for the airport and Sugar Creek and will be part of the water distribution system. The City has secured right-of-way in anticipation of the authorization of this project to ensure it is prepared to keep laying pipe through completion of this project. The additional cost of the complete loop of this line to 4th Street is approximately \$157,431.

The second related project is the extension of the waterline north to serve the 240 acre ABP West. This includes construction of approximately 4,000 feet of 12-inch pipe north on Lone Star Road to the section line. By completion of this project, the City of Pittsburg will be prepared to serve any industrial prospect that may locate at the airport and protect the area so that future Lone Star Road residents will be served with City water. I believe this is vital as the potential route of the bypass, US 69 Corridor, will impact this area and this will be a growth area for the City. We ask that this be given a high priority so that we may continue with the project as crews and material are available now. The construction estimate is approximately \$111,571.

A revised and expanded construction cost projection is attached.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 21, 2011
PAGE TWO

The EDAC, in a special meeting held Monday, September 19th, voted unanimously to recommend RLF funding of these two projects. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 27, 2011. Action necessary will be approval or disapproval of the recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Projected Cost Estimates

cc: Tammy Nagel, City Clerk
Jon B. Garrison, Director of Finance and Administration
Project File
Memo File

WATER LINE

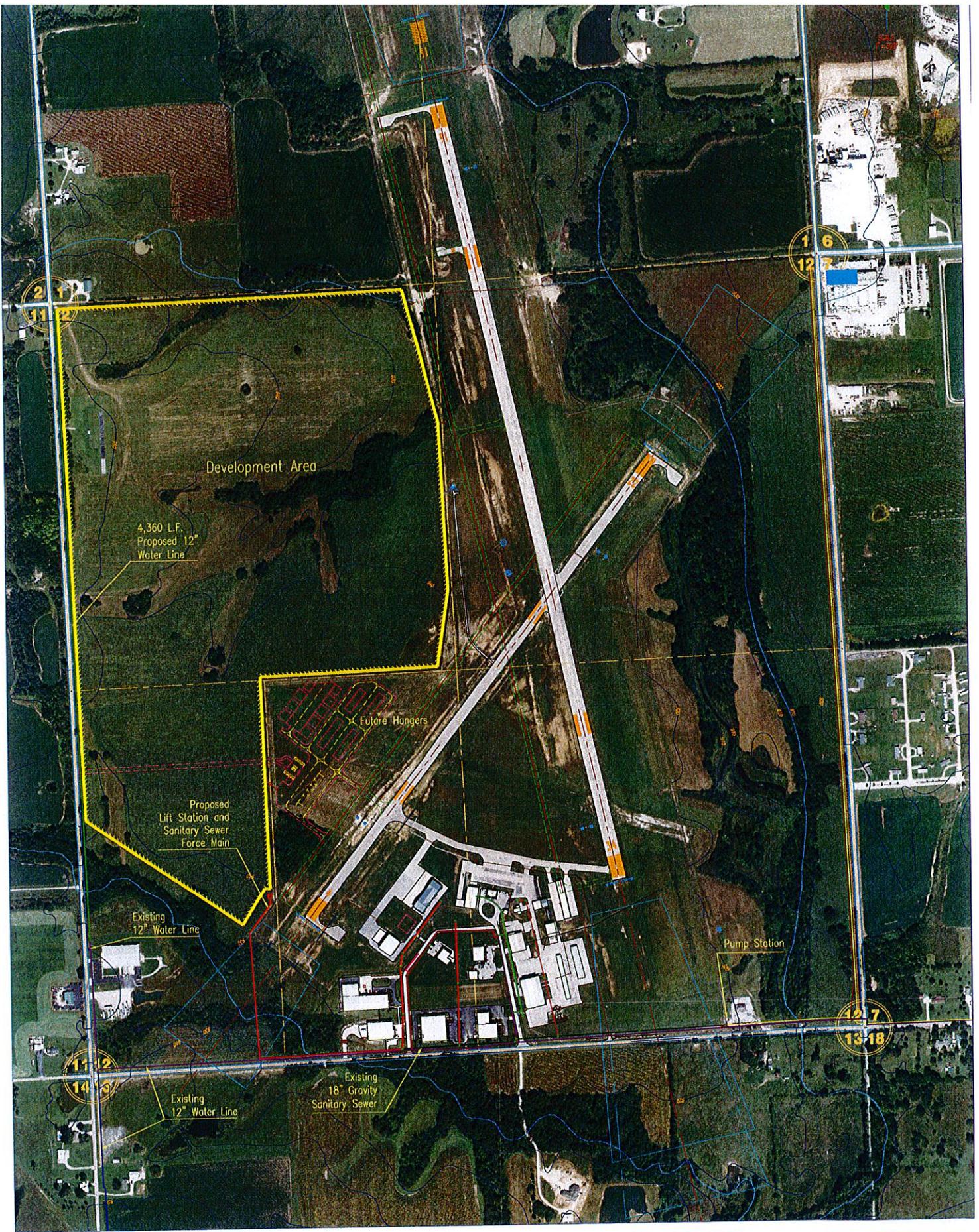
EXTEND 12" WATER MAIN ON LONE STAR ROAD
FROM 20TH STREET SOUTH 3/4 MILE AND EAST 1/4 MILE TO FORMER UPS PROPERTY

UNIT		DESCRIPTION	UNIT PRICE	TOTAL
5,000	FEET	Plastic Pipe C900	\$ 14.65	\$ 73,250.00
6	EACH	Fire Hydrant 4' Bury 8" Shoe	1,538.00	9,228.00
5	EACH	12"x8" Tee MJ	244.42	1,222.10
5	EACH	12" Line Valve	1,604.56	8,022.80
4	EACH	12" Ell 45° Bend	213.11	852.44
6	EACH	12" Swivel X Solid Adapter	138.31	829.86
16	EACH	8" Swivel X Solid Adapter	82.48	1,319.68
12	EACH	Valve Box w/Lid	84.78	1,017.36
7	EACH	8" Line Valve	825.69	5,779.83
1	EACH	8" Tee MJ	209.45	209.45
1	EACH	12" Ell 90° Bend MJ	272.06	272.06
5	EACH	18"x24" Meter Box	54.29	271.45
5	EACH	18" Meter Box Lid	31.17	155.85
5	EACH	3/4" Corp Stop	19.80	99.00
5	EACH	5/8"x3/4" Meter Yoke	84.78	423.90
400	FEET	2" CTS Poly (Blue) Tubing	1.35	540.00
500	FEET	3/4" CTS Poly (Blue) Tubing	0.20	100.00
		TOTAL MATERIAL COST		\$103,593.78
		TOTAL BORING, TRENCHING & TREE REMOVAL		34,060.00
		EASEMENT ACQUISITION (INCL. FILING FEES)		19,778.00
		TOTAL PROJECT COST		\$157,431.78

WATER LINE PROJECT

EXTEND 12" WATER MAIN ON LONE STAR ROAD
FROM MARTINOUS NORTH APPROXIMATELY 4500 FEET

UNIT		DESCRIPTION	UNIT PRICE	TOTAL
4500	FEET	12" Plastic Pipe C900	\$ 14.65	\$ 65,925.00
5	EACH	Fire Hydrant 4' Bury 8" Shoe	1538.00	7,690.00
5	EACH	12"x8" Tee MJ	244.42	1,222.10
5	EACH	12" Gate Valve	2327.55	11,637.75
5	EACH	8" Gate Valve	825.69	4,128.45
5	EACH	12" Swivel X Solid Adapter	138.31	691.55
10	EACH	8" Swivel X Solid Adapter	82.48	824.80
10	EACH	Valve Box w/Lid	84.78	847.80
1	EACH	12"x12" Solid Sleeve MJ	154.38	154.38
5000	FEET	Trace Wire #12 Copper	0.07	350.00
		TOTAL MATERIAL COST		\$ 93,471.83
		TOTAL BORING, TRENCHING & TREE REMOVAL		18,100.00
		TOTAL PROJECT COST		\$ 111,571.83





INTEROFFICE MEMORANDUM

To: MR. JOHN VANGORDEN, INTERIM CITY MANAGER
From: JEFF WILBERT, MEMORIAL AUDITORIUM MANAGER
CC: KIM VOGEL, DIRECTOR OF PARKS & RECREATION & TAMMY NAGEL, CITY CLERK
Date: SEPTEMBER 21, 2011
Subject: Approval of emergency purchase of a back up generator for Memorial Auditorium & Convention Center.

The back up generator located north of the building by the overhead doors is not functioning properly. This unit runs the exit lights and provides minimal lighting in the auditorium and convention area until full power is restored. City staff along with Route 66 Electric LLC has determined the generator needs replacement. This unit has been in operation since the remodeling was completed in 1984 and although it has limited actual hours of use, replacement parts are not available. I have attached proposals from Route 66 Electric LLC 748 S. Malang, Joplin Mo., Washington Electric 611 N. Pine Pittsburg and CDL Electric Co. Inc. 201 N. Joplin Pittsburg. I have met with Kim Vogel, Parks & Rec. Director along with my staff and we are requesting approval of the proposal from CDL Electric Co., Pittsburg.

In this regard would you please place an item on the agenda for the City Commission meeting on September 27th, 2011? Action being requested is to approve the purchase of a back up generator for Memorial Auditorium and Convention Center.

If you have any questions concerning this matter, please do not hesitate to contact me.

PROPOSAL

CDL

Electric • Heating • Cooling

201 N Joplin, Pittsburg KS, 66762
PHONE (620) 231-1830 FAX (620) 231-6421

PROPOSAL SUBMITTED TO City of Pittsburg	PHONE	DATE
STREET 201 W. 4th St	JOB NAME AND LOCATION Memorial Auditorium	
CITY, STATE AND ZIP CODE Pittsburg, Ks 66762	JOB NUMBER	

Bid for Generator:

CDL proposes to supply the following Generator for the City of Pittsburg, Ks

Scope of work for installation of (1) Generac liquid cooled automatic stand-by generator.

M# QTO2224 - 22/22Kw 1800 RPM 3 Phase Liquid Cooled Generac Generator

Transfer switch is existing.

Next we will install the generator, and connect it to the main panel located in the building. CDL Electric will supply all necessary tools, material, wire, and labor for a complete installation.

Total: 10,999.00

Tax not included

We propose hereby to furnish material and labor-complete in accordance with above specifications

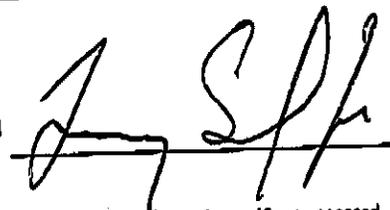
Payment to be made as follows: upon completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Authorized Signature:



Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____

WILBERT, JEFF L

From: BROOKS, JOHN A
Sent: Tuesday, July 12, 2011 8:09 AM
To: VOGEL, KIM J; WILBERT, JEFF L
Subject: FW: Generator for Memorial Auditorium and Transfer Switch Price for City Hall

From: route66electric@aol.com [mailto:route66electric@aol.com]
Sent: Friday, June 24, 2011 11:55 AM
To: BROOKS, JOHN A
Cc: route66electric@aol.com
Subject: Generator for Memorial Auditorium and Transfer Switch Price for City Hall

Hello John the price on a 200 amp transfer switch for City Hall would be 877.00 Plus around 50 dollars freight if you want a outdoor rated switch (NEMA3R) add another 75 dollars to the Price.

The Price On a new Three Phase Generac 25kw for Memorial Auditorium has been in a warehouse for about a year and has never been in installed and would need a transformer for your application to make it 480 Volt the whole package would cost you 9950.00 and can have the generator right away and the transformer within a week with no shipping charge.

Another option is a 36kw generac 480 volt that does not require a transformer would be 11934.00 plus 140.00 freight and would take 4-6 weeks to get it.

The reason I priced you a 36kw is because they don't make a 25kw reasonably priced 480 volt generator in that size.

Quote is good for 30 Days -

confirmed quote ^{still} good - 9/19/11 - verified by John Brooks on 9/19/11

Thanks
 Troy
 Route 66 Electric LLC
 417 529 9966

*\$9,950⁰⁰ includes transfer switch - at 11:30 A.m.
 (City staff will install unit)
 -- at*



611 North Pine

Pittsburg, Kansas 66762

620-232-3717

We are pleased to give you a bid on the following equipment:

~~Quantity 1 - 1 One automatic transfer switch consisting of the following typecode and components:~~

- ~~• GTS010W-3K2LDNAY~~
- ~~• Rated at 100 amps, 3 Pole construction Operating at 60 HZ, 480 Volts 3 phase, with 2-wire start circuit~~
- ~~• Utility voltage sensing controls: * Drop-out and pick-up * Utility interrupt delay~~
- ~~• Adjustable logic controls * Minimum standby voltage * Minimum standby frequency * Engine warmup * Inphase monitor * Time delay neutral * Return to utility * Engine cooldown * Transfer on exercise~~
- ~~• Double set of auxiliary contacts~~
- ~~• NEMA 1 Enclosure~~
- ~~• Standard set of 3 manuals~~
- ~~• UL 1008 listed~~
- ~~• CSA Certified~~
- ~~• Standard 2 Year warranty~~

NOT NEEDED

Quantity 1 - 25kW engine-driven standby generator:

- UL2200 listed
- digital control system including isochronous governor system and V/F voltage regulation
- selectable low-speed weekly exercise function
- -Engine: 2.4L 1800 RPM
- alternator configured for 277/480 vac 3 phase 4-wire 60 Hz output
- natural gas fuel system with customer connection fitting external to the genset base frame
- weather protective sound attenuating steel enclosure with electrostatically-applied and baked powder coat finish
- factory installed critical-grade exhaust system
- QTA Series option package including factory-installed 10 amp battery charger and coolant heater for compliance with applicable NFPA standards

Total for equipment	\$14,490.00
Install	\$1,000.00
Total for complete job	\$15,490.00

Shipping charges will be added to total cost of job. Amounts are unknown due to the changing of costs for trucking.

- **Terms and Conditions**
- Net 30 days, 90% due prior to scheduling start up service.. Warranty is invalid without factory start up.

Start up will be completed during normal business hours. Additional charges will be applied to start ups requested on weekends, or off normal business hours.



611 N. Pine
 Pittsburg, KS. 66762
 PH: 620-232-3717 Fax: 620-232-3461

Estimate

Date	Estimate #
9/20/2011	2488

Name / Address
City of Pittsburg Memorial Auditorium 503 N. Pine Pittsburg, KS 66762

Project

Item	Description	Qty	Cost	Total
Generac Generator	Generac Generator		14,490.00	14,490.00
Instalation	Installation This is a new generator and switch panel for Memorial Auditorium. Shipping charges will be added to cost due to the price of shipping by the trucking industry.		1,000.00	1,000.00

Reduction of bid:
 It has been determined that the existing transfer switch is in good working order and does not need replaced.

$$\begin{array}{r}
 15,490.00 \\
 - 1,050.00 \\
 \hline
 \$14,440.00
 \end{array}$$

Jeff Wilbert - General Manager
Memorial Aud. + Convention Center

Subtotal	\$15,490.00
Sales Tax (0.0%)	\$0.00
Total	\$15,490.00

\$14,440.00



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 21, 2011

SUBJECT: Agenda Item – September 27, 2011
Airspace Protection Planning
Appointment of Committee Members

During its September 13th meeting, the City Commission authorized the City staff to gather the names from the City of Frontenac and Crawford County to serve on the Airspace Protection Planning Committee to assist in the planning and drafting of airspace regulations for the Atkinson Municipal Airport. The Commission asked that at least 5 members represent the City of Pittsburg and 2 each from the City of Frontenac and Crawford County.

Since the planning regulations deal with the minimum approach limits at the airport, the staff has asked Chris Hoffman, the pilot for K. W. Brock; Nathan Keizer, the pilot for Watco Companies, Inc.; and Ron Holman, the pilot for Triple T Foods, to serve on this committee. Staff is also proposing that Airport Manager Bill Pyle and myself serve as the other 2 members for the City on this committee. Crawford County has submitted the names Judy Freeman, Zoning Administrator, and Jim Belew, County Planning Commissioner, to serve on their behalf. The City of Frontenac has submitted John Zafuta, Fire Chief, and Ron Albertini, City Surveyor, to serve on their behalf. Mr. Albertini also works part time for the County and is a Licensed Land Surveyor, so his services will be instrumental on this committee.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 21, 2011
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 27, 2011. Action being requested is to approve the recommendation of City staff to appoint the above-referenced members to serve on the Airspace Protection Planning Committee.

cc: Tammy Nagel, City Clerk
Project File
Memo File

INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners
Interim City Manager John VanGorden

From: Major Brent Narges

CC: Chief Mendy Hulvey

Date: Tuesday, September 20, 2011

Subject: Police Department Used Surplus Property

This year the police department has accumulated used surplus property as a result of the acquisition of new police body armor and patrol vehicle light bars. It has been the practice of the police department in years past to donate to smaller southeast Kansas law enforcement agencies this used surplus property.

We have already received one such request from the city of Arcadia for a light bar (see attached letter). We anticipate additional requests for these equipment items will be made in the upcoming months. A copy of the "Release of Liability" form is included with this memo, of which will be completed by agencies acquiring our department's used body armor.

We are seeking the commission's approval to donate this surplus property to requesting agencies. Please do not hesitate to contact me if you have any questions.



City of Pittsburg KANSAS

MENDY HULVEY
Chief of Police

POLICE DEPARTMENT
201 N. Pine, P.O. Box 611
Pittsburg, KS 66762
620-235-0400

Pittsburg Police Department

RELEASE OF LIABILITY

The _____ hereinafter referred to as "Agency",
(Agency)
together with its agents, employees, successors and assigns, acknowledges receipt of
officer safety ballistic vests identified as follows:

(Serial Nos.)

(Serial Nos.)

from the Pittsburg, Kansas Police Department. The Agency has inspected the vests
and is accepting the transfer of the described vests "as is" and "with all faults" condition
with no warranties, including but not limited to any warranty for a particular purpose.

The Agency acknowledges there are hazards associated with the use of these vests
that may result in damage to property, serious injury and /or death. The Agency agrees
to provide information regarding these hazards to any recipients of these vests and
Agency agrees to provide appropriate training to any recipient of these vests.

The City of Pittsburg, Kansas, assumes no liability for damages for injuries to any
person or property arising from use of these vests. The Agency shall indemnify and
hold harmless the City of Pittsburg, Kansas, from any and all suits, actions, demands or
claims of any nature arising out of the use of these vests. The Agency agrees to
maintain, at its own expense, adequate liability, property damage or workers'
compensation to cover any such claims.

By signing this Release, the below-named individual warrants that he or she has
sufficient authority to bind Agency, and the City of Pittsburg, Kansas, can justifiably rely
upon such warranty.

Agency Name: _____

Date: _____

Authorized Official of Agency

09/19/11 BN

To: Chief Mendy Hulvey
Chief of Police
Pittsburg Police Dept.
City of Pittsburg, Kansas

From: Lilly Coonrod
Mayor
City of Arcadia, Kansas

Date: June 14th, 2011

Re: Surplus Equipment

Dear Chief Hulvey,

I have recently heard about the possibility of obtaining surplus equipment from the Pittsburg Police Department. Please accept this letter as our formal request for consideration to receive some of the surplus equipment from your department.

The items that we are interested in are the LED light bar and siren along with the control box and any switches and wiring harness required for it's installation for our Ford Crown Victoria Patrol car. We currently do not have a light bar on our patrol car and consider this to be a safety issue for our officers. The safety issue is that there are not adequate warning lights for the patrol car and the public when responding to calls in an emergency situation.

As with any agency in these economic times, the budget we have to work with makes it difficult to purchase this equipment new.

Thank you for giving us this opportunity and for your time and consideration. I look forward to hearing from you in this matter.

Yours sincerely,


Lilly Coonrod
Mayor

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 9/07/2011 THRU 9/20/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	9/09/2011			166268
	C-CHECK		VOID CHECK	V	9/13/2011			166275
	C-CHECK		VOID CHECK	V	9/13/2011			166276
	C-CHECK		VOID CHECK	V	9/16/2011			166329
	C-CHECK		VOID CHECK	V	9/16/2011			166330
	C-CHECK		VOID CHECK	V	9/19/2011			166333
	C-CHECK		VOID CHECK	V	9/19/2011			166334

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	7 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: * TOTALS:	7	0.00	0.00	0.00
BANK: * TOTALS:	7	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	9/08/2011			166265		67.00
6706	APAC-MISSOURI INC	R	9/09/2011			166266		66,955.23
4263	COX COMMUNICATIONS	R	9/09/2011			166267		1,815.09
0175	REGISTER OF DEEDS	R	9/09/2011			166269		12.00
6023	JOHN T SEAL	R	9/09/2011			166270		150.00
5589	VERIZON WIRELESS	R	9/09/2011			166271		180.16
1	WILSON, LINDA	R	9/09/2011			166272		500.00
6354	NOVOTX LLC	R	9/12/2011			166273		4,321.03
1108	WESTAR ENERGY	R	9/13/2011			166274		103,892.69
2519	EAGLE BEVERAGE CO INC	R	9/14/2011			166322		201.00
2876	A-PLUS CLEANERS & LAUNDRY	R	9/16/2011			166323		41.40
3516	CITY OF PITTSBURG	R	9/16/2011			166324		200.00
4263	COX COMMUNICATIONS	R	9/16/2011			166325		19.43
1	GORDEN, DAVID/ELIZABETH	R	9/16/2011			166326		100.00
0094	M&I BANK	R	9/16/2011			166327		200.00
5589	VERIZON WIRELESS	R	9/16/2011			166328		3,300.86
1108	WESTAR ENERGY	R	9/16/2011			166331		50.27
0523	AT&T	R	9/19/2011			166332		6,016.80
6154	4 STATE MAINTENANCE SUPPLY INC	R	9/20/2011			166335		76.20
6766	ACME CONTROL SERVICE INC	R	9/20/2011			166336		233.16
2004	AIRE MASTER	R	9/20/2011			166337		15.00
6765	ARROW LABORATORY INC	R	9/20/2011			166338		100.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6545	CENTER POINT INC	R	9/20/2011			166339		143.27
6252	FASTEK	R	9/20/2011			166340		1,600.00
0118	FED EX	R	9/20/2011			166341		54.18
6358	FIRE X INC	R	9/20/2011			166342		96.75
6741	IMAGES PHOTOGRAPHY BY STACEY	R	9/20/2011			166343		1,380.00
6764	JULIAN MOTORSPORTS	R	9/20/2011			166344		60.00
6201	KANSAS IMAGING CONSULTANTS	R	9/20/2011			166345		37.00
6656	KNIPP EQUIPMENT INC	R	9/20/2011			166346		583.00
6770	MYERS-AUBREY COMPANY	R	9/20/2011			166347		220.76
6718	NATIONAL SCREENING BUREAU	R	9/20/2011			166348		70.50
6214	PITT PLASTICS INC	R	9/20/2011			166349		41.28
6290	R-QUIP EQUIPMENT RENTAL	R	9/20/2011			166350		35.52
6767	SELLERS CONSTRUCTION	R	9/20/2011			166351		960.00
6184	SOCIETY FOR HUMAN RESOURCE MAN	R	9/20/2011			166352		70.00
4052	TRAVELERS	R	9/20/2011			166353		2,788.00
2350	WCA WASTE SYSTEMS INC	R	9/20/2011			166354		770.85
0011	AMERICAN ELECTRIC INC	E	9/14/2011			999999		969.45
0034	CRONISTER BROTHERS, INC	E	9/14/2011			999999		1,902.61
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/14/2011			999999		1,875.00
0044	CRESTWOOD COUNTRY CLUB	E	9/14/2011			999999		840.37
0046	ETTINGERS OFFICE SUPPLY	E	9/14/2011			999999		1,294.05
0054	JOPLIN SUPPLY COMPANY	E	9/14/2011			999999		921.57

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	9/14/2011			999999		655.50
0063	LOCKE WHOLESALE SUPPLY	E	9/14/2011			999999		1,608.44
0068	BROOKS PLUMBING LLC	E	9/14/2011			999999		384.06
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	9/14/2011			999999		21.75
0075	RYAN'S DRIVE-THRU CLEANER	E	9/14/2011			999999		436.40
0078	SUPERIOR LINEN SERVICE	E	9/14/2011			999999		177.23
0083	WATER PRODUCTS INC	E	9/14/2011			999999		101.31
0084	INTERSTATE EXTERMINATOR, INC.	E	9/14/2011			999999		462.00
0087	FORMS ONE	E	9/14/2011			999999		266.63
0101	BUG-A-WAY INC	E	9/14/2011			999999		115.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/14/2011			999999		1,495.72
0112	MARRONES INC	E	9/14/2011			999999		295.20
0117	THE MORNING SUN	E	9/14/2011			999999		405.13
0133	JIM RADELL CONSTRUCTION INC	E	9/14/2011			999999		22,847.00
0136	CHARLESWORTH & ASSOCIATES LC	E	9/14/2011			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	9/14/2011			999999		1,411.30
0146	CHAPMAN'S LOCKSMITHING	E	9/14/2011			999999		60.00
0154	BLUE CROSS & BLUE SHIELD	D	9/09/2011			999999		33,821.21
0154	BLUE CROSS & BLUE SHIELD	D	9/16/2011			999999		18,271.45
0163	O'REILLY AUTOMOTIVE INC	E	9/14/2011			999999		117.85
0177	BOOK WHOLESALERS INC	E	9/14/2011			999999		163.98
0181	INGRAM	E	9/14/2011			999999		13.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0183	PRO-PRINT INC	E	9/14/2011			999999		63.00
0185	MISSION CLAY PRODUCTS LLC	E	9/14/2011			999999		82.54
0194	KANSAS STATE TREASURER	E	9/14/2011			999999		6,431.50
0199	KIRKLAND WELDING SUPPLIES	E	9/14/2011			999999		158.01
0200	SHERWIN WILLIAMS COMPANY	E	9/14/2011			999999		120.72
0207	PEPSI-COLA BOTTLING CO OF PITT	E	9/14/2011			999999		716.45
0224	KDOR	D	9/07/2011			999999		3,238.12
0224	KDOR	D	9/13/2011			999999		6,224.73
0272	BO'S 1 STOP INC	E	9/14/2011			999999		45.13
0276	JOE SMITH COMPANY, INC.	E	9/14/2011			999999		214.65
0278	LAWSON PRODUCTS INC	E	9/14/2011			999999		115.68
0286	R&R PRODUCTS INC	E	9/14/2011			999999		496.75
0289	TITLEIST	E	9/14/2011			999999		400.67
0294	COPY PRODUCTS INC	E	9/14/2011			999999		2,051.42
0300	PITTSBURG FORD-MERCURY, INC.	E	9/14/2011			999999		4,097.61
0306	CASTAGNO OIL CO INC	E	9/14/2011			999999		88.15
0308	DOBRAUC OIL COMPANY INC	E	9/14/2011			999999		5,239.25
0312	HACH COMPANY	E	9/14/2011			999999		1,269.30
0321	KP&F	D	9/16/2011			999999		323.85
0329	O'MALLEY IMPLEMENT CO INC	E	9/14/2011			999999		225.88
0335	CUSTOM AWARDS PLUS INC	E	9/14/2011			999999		18.00
0339	GENERAL MACHINERY	E	9/14/2011			999999		2,946.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0345	VICTOR L PHILLIPS CO	E	9/14/2011			999999		379.89
0347	LYNN'S QUICK LUBE	E	9/14/2011			999999		29.95
0348	TYRELL'S SERVICE INC	E	9/14/2011			999999		131.63
0375	CONVENIENT WATER COMPANY	E	9/14/2011			999999		65.00
0420	CONTINENTAL RESEARCH CORP	E	9/14/2011			999999		199.01
0434	UNITED LABORATORIES	E	9/14/2011			999999		187.58
0444	ROBERT BRENT LINDER	E	9/14/2011			999999		120.00
0455	LARRY BARRETT BODY * FRAME * T	E	9/14/2011			999999		4,645.26
0516	AMERICAN CONCRETE CO INC	E	9/14/2011			999999		994.63
0583	DICKINSON INDUSTRIES INC	E	9/14/2011			999999		6,748.50
0627	BOETTCHER SUPPLY INC	E	9/14/2011			999999		134.12
0631	TRI-STATE BUILDING & SUPPLY CO	E	9/14/2011			999999		3,247.32
0659	PAYNES INC	E	9/14/2011			999999		745.37
0704	NEPTUNE RADIATOR AND AUTO	E	9/14/2011			999999		34.11
0746	CDL ELECTRIC COMPANY INC	E	9/14/2011			999999		9,928.00
0752	US SIXTY-NINE HIGHWAY	E	9/14/2011			999999		3,500.00
0786	RICHARD RHEUMS	E	9/14/2011			999999		76.65
0788	SCHREIBER LLC	E	9/14/2011			999999		245.00
0806	JOHN L CUSSIMANIO	E	9/14/2011			999999		440.00
0815	WILBERT & TOWNER	E	9/14/2011			999999		350.00
1013	SAFETY FIRST SUPPLY CO., LLC	E	9/14/2011			999999		470.75
1030	FREDDY VAN'S INC	E	9/14/2011			999999		5,300.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1050	KPERS	D	9/16/2011			999999		884.25
1075	COASTAL ENERGY CORP	E	9/14/2011			999999		13,774.41
1141	THE G W VAN KEPPEL COMPANY	E	9/14/2011			999999		367.97
1150	INDUSTRIAL SALES CO INC	E	9/14/2011			999999		322.18
1277	SYSTEMS MANUFACTURING INC	E	9/14/2011			999999		3,855.70
1327	KBI	D	9/16/2011			999999		240.00
1355	CONSOLIDATED PLASTIC CO INC	E	9/14/2011			999999		209.65
1478	KANSASLAND TIRE OF PITTSBURG	E	9/14/2011			999999		1,474.50
1490	ESTHERMAE TALENT	E	9/14/2011			999999		50.00
1792	B&L WATERWORKS SUPPLY INC	E	9/14/2011			999999		2,882.84
1923	AUTOZONE	E	9/14/2011			999999		595.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/14/2011			999999		214.48
2035	O'BRIEN ROCK CO., INC.	E	9/14/2011			999999		5,751.23
2111	DELL MARKETING L.P.	E	9/14/2011			999999		71.96
2238	MISSION ELECTRONICS INC	E	9/14/2011			999999		1,345.00
2433	THE MORNING SUN	E	9/14/2011			999999		959.89
2707	THE LAWNSCAPE COMPANY, INC.	E	9/14/2011			999999		286.00
2825	KANSAS DEPT OF ADMINISTRATION	E	9/14/2011			999999		544.66
2960	PACE ANALYTICAL SERVICES INC	E	9/14/2011			999999		864.00
3248	AIRGAS MID-SOUTH, INC	E	9/14/2011			999999		1,265.99
3697	LR ENTERPRISES LLC	E	9/14/2011			999999		105.80
3802	BRENNTAG MID-SOUTH INC	E	9/12/2011			999999		1,426.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3971	FASTENAL COMPANY	E	9/14/2011			999999		224.20
3972	WASHINGTON ELECTRONICS INC	E	9/14/2011			999999		5,286.12
4059	PSU QUICK PRINT	E	9/14/2011			999999		63.83
4133	T.H. ROGERS HOMECENTER	E	9/14/2011			999999		273.81
4183	BARBIZON LIGHT OF THE ROCKIES	E	9/14/2011			999999		191.56
4277	AMERICAN EQUIPMENT CO	E	9/14/2011			999999		700.61
4307	HENRY KRAFT, INC.	E	9/14/2011			999999		155.40
4354	LIFESTYLE LEASING INC	E	9/14/2011			999999		2,500.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/14/2011			999999		587.51
4501	JAMES D PATTERSON	E	9/14/2011			999999		4.00
4501	JAMES D PATTERSON	E	9/16/2011			999999		1,840.00
4618	TRESA NOYES	E	9/14/2011			999999		876.65
4621	JCI	E	9/14/2011			999999		320.00
4638	SOUND PRODUCTS	E	9/14/2011			999999		46.35
4791	SPRINGSTED INCORPORATED	E	9/14/2011			999999		5,100.00
4792	R & R EQUIPMENT INC.	E	9/14/2011			999999		104.72
4925	MASEK GOLF CAR COMPANY	E	9/14/2011			999999		412.81
4957	BOB GILMORE	E	9/20/2011			999999		451.52
4970	ERIC VANCE	E	9/14/2011			999999		270.00
5049	CRH COFFEE INC	E	9/14/2011			999999		37.90
5275	US LIME COMPANY-ST CLAIR	E	9/14/2011			999999		15,275.43
5295	SPRINGFIELD BLUEPRINT	E	9/14/2011			999999		176.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5391	GLASS DEPOT LLC	E	9/14/2011			999999		441.00
5420	AQUIONICS INC	E	9/14/2011			999999		2,138.32
5470	COMBUSTION SERVICE INC	E	9/14/2011			999999		391.50
5552	NATIONAL SIGN CO INC	E	9/14/2011			999999		1,048.15
5610	I-CON SOLUTIONS INC	E	9/14/2011			999999		249.68
5635	LASER EQUIPMENT INC	E	9/14/2011			999999		266.25
5640	CORRECT CARE SOLUTIONS LLC	E	9/14/2011			999999		35.00
5713	SODEXHO INC	E	9/14/2011			999999		205.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	9/14/2011			999999		234.30
5855	SHRED-IT USA INC	E	9/14/2011			999999		143.97
5892	LAFORGE AND BUDD CONSTRUCTION	E	9/09/2011			999999		81,287.57
5904	TASC	D	9/16/2011			999999		7,300.18
6117	ALEXANDER OPEN SYSTEMS INC	E	9/14/2011			999999		1,657.50
6191	MARADETH FREDERICK	E	9/14/2011			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	9/14/2011			999999		173.45
6262	CLEAN THE UNIFORM COMPANY	E	9/14/2011			999999		360.40
6309	TAMMY FRYE	E	9/14/2011			999999		400.00
6508	JOHN H BAILEY	E	9/14/2011			999999		700.00
6524	ELLIOTT EQUIPMENT CO	E	9/14/2011			999999		254.00
6528	GALE GROUP	E	9/14/2011			999999		41.58

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 M&I Bank
DATE RANGE: 9/07/2011 THRU 9/20/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		CHECK AMOUNT		DISCOUNTS		TOTAL APPLIED
	REGULAR CHECKS:		38	197,358.83		0.00		197,358.83
	HAND CHECKS:		0	0.00		0.00		0.00
	DRAFTS:		8	70,303.79		0.00		70,303.79
	EFT:		128	263,938.83		0.00		263,938.83
	NON CHECKS:		0	0.00		0.00		0.00
	VOID CHECKS:		0	VOID DEBITS		0.00		
				VOID CREDITS		0.00		0.00
TOTAL ERRORS: 0								
	VENDOR SET: 99 BANK: 80144	TOTALS:	174	531,601.45		0.00		531,601.45
	BANK: 80144	TOTALS:	174	531,601.45		0.00		531,601.45

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 9/07/2011 THRU 9/20/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/14/2011			999999		200.00
0577	KANSAS GAS SERVICE	E	9/12/2011			999999		6,323.05
0779	PITTSBURG COMMUNITY THEATRE	E	9/12/2011			999999		3,530.44
0866	AVFUEL CORPORATION	E	9/12/2011			999999		28,317.55
2035	O'BRIEN ROCK CO., INC.	E	9/14/2011			999999		86.94
2921	CSG INTERNATIONAL	E	9/19/2011			999999		5,401.24
3884	MARK D. TURNBULL	E	9/07/2011			999999		200.00
3884	MARK D. TURNBULL	E	9/19/2011			999999		64.76
5482	JUSTIN HART	E	9/12/2011			999999		59.99
6508	JOHN H BAILEY	E	9/19/2011			999999		178.50

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	10	44,362.47	0.00	44,362.47
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	10	44,362.47	0.00	44,362.47
BANK: EFT	TOTALS:		10	44,362.47	0.00	44,362.47

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 9/07/2011 THRU 9/20/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1874	HIGHLAND MEADOWS OF KS	E	9/20/2011			999999		1,142.00
2050	ACTON DEVELOPMENT	E	9/20/2011			999999		475.00
3272	DUNCAN HOUSING LLC	E	9/20/2011			999999		540.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	9/20/2011			999999		538.00
5534	SYCAMORE VILLAGE APARTMENTS	E	9/20/2011			999999		1,080.00
5961	LARRY VANBECELAERE	E	9/20/2011			999999		440.00
6150	JAMES L COX	E	9/20/2011			999999		600.00
6298	KEVAN L SCHUPBACH	E	9/20/2011			999999		600.00
6736	CHANNAN WILDERMAN	E	9/20/2011			999999		500.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	9	5,915.00	0.00	5,915.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	9	5,915.00	0.00	5,915.00
BANK: HAP	TOTALS:		9	5,915.00	0.00	5,915.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 9/07/2011 THRU 9/20/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	9/16/2011			000000		13,749.99
0321	KP&F	D	9/16/2011			000000		34,810.30
0728	ICMA	D	9/16/2011			000000		2,009.55
1050	KPERS	D	9/16/2011			000000		25,600.24
3147	INTERNAL REVENUE SERVICE	D	9/16/2011			000000		66,474.66
6415	ING FINANCIAL ADVISORS	D	9/16/2011			000000		3,777.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	9/16/2011			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/16/2011			166313		63.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	9/16/2011			166314		209.28
2228	KANSAS PAYMENT CENTER	R	9/16/2011			166315		2,133.06
2577	OK CENTRALIZED SUPPORT RE	R	9/16/2011			166316		314.06
5385	NCO FINANCIAL SYSTEMS INC	R	9/16/2011			166317		223.07
6135	MCNEARNEY & ASSOCIATES LLC	R	9/16/2011			166318		234.79
6521	FIRST MUTUAL BANK	R	9/16/2011			166319		221.23
6699	US TREASURY	R	9/16/2011			166320		50.00
6700	KDOR	R	9/16/2011			166321		50.00
0028	PAYROLL CLEARING	E	9/16/2011			999999		84,967.22

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		9	3,498.91	0.00	3,498.91
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	146,652.75	0.00	146,652.75
EFT:		1	84,967.22	0.00	84,967.22
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	17	235,118.88	0.00	235,118.88
BANK: PY	TOTALS:		17	235,118.88	0.00	235,118.88
REPORT TOTALS:			217	816,997.80	0.00	816,997.80

Passed and approved this 27th day of September, 2011.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 21, 2011

SUBJECT: Agenda Item – September 27, 2011
20th and Broadway Intersection Improvements
KDOT Project No. 19 U-0065-01

The City of Pittsburg requested qualifications from 11 consulting firms to design the 20th and Broadway Intersection Improvements Project. The selection committee interviewed 3 of the 4 firms submitting qualifying documents. After the interviews, the selection committee (consisting of City Commissioner John Ketterman, Engineering Supervisor Greg Hardister, and myself) selected Professional Engineering Consultants, P.A. (PEC) as the top firm based on individual ratings by the committee members. PEC demonstrated they were familiar with the project area, had previous KDOT experience with similar intersection projects, and they were local thereby eliminating any travel and per diem costs to the City.

The Public Utilities Department has requested the water mains located at both the center of Broadway and 20th Street be replaced. They do not feel it is prudent to perform improvements over water lines that are undersized and at least 50 years old. They have requested additional design time be added to the project for the replacement of these water lines and any other utility conflicts that may arise through this project. Although this project will be designed and bid as one project, the staff has requested PEC keep the utilities cost items isolated as much as possible to track their costs.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 21, 2011
PAGE TWO

The City staff has reviewed the proposed design fees for the 20th and Broadway Intersection Improvements Project and compared them with other similar projects, i.e. 4th and Rouse and 4th and Walnut. The staff has also compared PEC's overhead fees to other consultants that have worked for the City and find them to be comparable. The design fees being proposed by PEC are based on the number of hours they have estimated it will take to design this project. They have submitted a proposal not to exceed \$68,997. This includes a \$14,085 cost estimate for utility realignment and replacement design, and \$2,436 for preconstruction work in review shop drawings and equipment submittals.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 27, 2011. Action necessary is to approve or disapprove the agreement and, if approved, authorize the Mayor to sign it on behalf of the City.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Engineering Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

**STANDARD FORM OF AGREEMENT BETWEEN
CITY AND ARCHITECT (OR ENGINEER)**

THIS AGREEMENT made and entered into this ____ day of _____, 2011, by and between THE CITY OF PITTSBURG, KANSAS, and, PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as ~~Architect~~ (or Engineer) for the following PROJECT:

Reconstruction of curb lines, pavement, installation of storm sewers, water lines, sanitary sewer lines, a new traffic signal and related construction on Broadway Street (US-69-BUS) located generally at the intersection of Broadway Street and Twentieth Street and designated by KDOT Project No. 19 U-0065-01. The subject construction improvements, however, are hereinafter referred to as the Project.

WHEREAS, the City desires to have the ~~Architect~~ (or Engineer), as the case may be, perform services herein as well as the services on the PROJECT detailed in Exhibit "A", which is attached hereto and made a part hereof, and the ~~Architect~~ (or Engineer) desires to provide such professional services, and

WHEREAS, the parties agree that the terms ~~Architect~~ (or Engineer) are used interchangeably throughout this document and it is understood that the specific ~~architectural~~ (or engineering) services to be performed are detailed in Exhibit "A" and the various paragraphs of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and to be performed, the parties hereto agree as follows:

I. BASIC SERVICES OF ARCHITECT (OR ENGINEER)

(Cross out and initial each paragraph or subparagraph which does not apply)

The Architect (or Engineer), in addition to the services detailed in Exhibit "A", shall render all architectural (or engineering) services necessary for site development, including relocation of existing utilities, and construction of the PROJECT: which services shall consist of five (5) phases, to wit:

~~The Schematic Design Phase, the Design Development Phase, the Construction Documents Phase, the Bidding Phase and the Construction Phase.~~

~~A. — In connection with the Schematic Design Phase, the Architect (or Engineer) shall:~~

~~1. — Attend, when requested by the City, conferences and meetings regarding the PROJECT with the City, local, and state authorities or other appropriate groups; assist and advise the City in relation to site selection alternatives; assist and advise the City in relation to the advisability and cost of utility relocation applicable to the various site alternatives; and advise the City as to cost associated with regard to pedestrian and vehicular traffic patterns as to the various site alternatives immediately surrounding the PROJECT.~~

~~2. — Make an initial Preliminary Report which will include the following:~~

~~(a) — Topography and boundary surveys and replatting of site selected if such is required.~~

~~The Architect (or Engineer) shall have made the site survey and shall be reimbursed for the actual costs of the work.~~

- (b) ~~—Preliminary plot plans, layouts, sketches, and outline specifications, and schematic design studies leading to an acceptable design plan together with a general description of the PROJECT for approval by the City. A scale model of the PROJECT shall be furnished at cost if requested by the City.~~
- (c) ~~—Tentative cost estimates of proposed construction including estimated quantities and estimated unit prices after taking into consideration total allocated funds available for the PROJECT.~~
- (d) ~~—Results of necessary test borings and soil explorations. The Architect (or Engineer) shall make these tests and shall be reimbursed for the actual costs of the tests. The Architect (or Engineer) shall utilize prior exploration information that has been obtained previously if such information is appropriate, reliable, and useable in relation to this PROJECT.~~
- (e) ~~—An analysis of the electrical and mechanical systems with an estimation of maintenance and operating costs, such estimate of maintenance and operating costs to include a computer program energy analysis report.~~
- (f) ~~—A listing of the design codes and/or standards used together with statements that all basic design assumptions used are correct and that all cost estimates are based upon good architectural (or engineering) practices. Evaluations of the City's PROJECT budget and estimates of Construction Cost prepared by the Architect (or Engineer) represent the Architect's (or Engineer's) best judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect (or Engineer) nor the City has control over the cost of labor, materials or~~

~~equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect (or Engineer) cannot and does not warrant or represent that bids or negotiated prices will not vary from the PROJECT budget proposed, established or approved by the City, if any, or from any cost estimate or evaluation prepared by the Architect (or Engineer).~~

~~B. Following the City's approval of the initial Preliminary Report, the Architect (or Engineer) will proceed into the Design Development Phase. In connection with the Design Development Phase the Architect (or Engineer) shall:~~

~~1. Make a final Preliminary Report which shall consist of drawings and other documents that shall fix and describe the size, character and scope of the entire PROJECT as to architectural, engineering, structural and mechanical and electrical systems, materials and such other elements as may be appropriate. Said Preliminary Report shall be sufficiently comprehensive to permit, without need for further architectural (or engineering) study, prompt completion of final detailed drawings and specifications.~~

~~2. The City agrees to promptly examine and return to Architect (or Engineer) the initial and final Preliminary Reports and plans in order to allow the Architect (or Engineer) to proceed diligently with the Construction Documents Phase when so directed by the City.~~

~~(a) Furnish _____ (_____) copies of the Final Preliminary Report.~~

~~C. When directed by the City to proceed with Construction Documents Phase, the Architect (or Engineer) shall:~~

~~1. — Prepare the detailed construction drawings and specifications from the approved preliminary plans after full consideration has been given to the preliminary studies, sketches, estimates and recommendations contained in the Final Preliminary Report. Prepare proposal forms, invitations and instructions to bidders, construction contracts and documents setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes and equipment required for the work, which are satisfactory to the City for the effective coordination and efficient execution of the construction work.~~

~~2. — Furnish an Architect's (or Engineer's) estimate of the cost of constructing the PROJECT according to the completed drawings and specifications as approved. Said estimate to be made under oath and filed with the City Clerk.~~

~~D. — With respect to the Bidding Phase, the Architect (or Engineer) shall:~~

~~1. — Furnish _____(____) copies of the completed construction documents for bidding purposes to the City. The City, after consultation with the Architect (or Engineer), shall determine the number, if any, of additional copies of completed construction documents required by the City. If additional copies are required, the City shall pay only the actual cost of obtaining the additional reproductions as detailed in Exhibit "C". However, prospective bidders shall pay, without obligation of the City, the Architect (or Engineer) a reasonable deposit for copies of the completed construction documents, with a refund of the deposit, if any, to be specified in the invitations to bid.~~

~~2. — Render assistance in obtaining bids and conduct a pre-bid sight tour and/or pre-bid conference of the PROJECT for prospective bidders.~~

~~3. — Attend bid opening.~~

~~4. — Make an analysis of bids received and make recommendation on award of contracts.~~

~~5. — Render assistance in award of contracts and assembly of Contract Documents.~~

~~E. — The Construction Phase will commence with the award of the contract for construction. The Architect (or Engineer) shall be a representative of the City during the Construction Phase, and shall advise and consult with the City. The Architect (or Engineer) shall have authority to act on behalf of the City in relation to the work performed by the Contractor to the extent provided in the Contract Documents. With respect to the Construction Phase, the Architect (or Engineer) shall:~~

~~1. — Provide observation and inspection of the work during the Construction Phase; such services to be provided by experienced and qualified professionals who shall be responsible for observing the progress and quality of the executed work and shall determine that the work is proceeding in accordance with Contract Documents. In relation to inspection, the Architect (or Engineer) shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractors or the safety precautions and programs incident to the work of the Contractor. The Architect's (or Engineer's) efforts will be directed toward providing assurances for the City so that the completed project will conform to the contract documents. The Architect (or Engineer) shall keep the City informed of the progress of the work, shall guard and protect City against defects and deficiencies by identifying such work to the City and by disapproving or rejecting work that fails to conform to the Contract Documents. In addition, the Architect (or Engineer) shall review the reports of work performed by inspecting bureaus and testing laboratories as may be employed.~~

~~The review of said reports of inspecting bureaus and testing laboratories shall be in accordance with professional standards and the Architect (or Engineer) shall guard and protect the City against defects and deficiencies by identifying such defects and deficiencies to the City, and shall disapprove or reject work what fails to conform to the contract documents.~~

~~2.—— The Architect (or Engineer) shall have access to the work, at all times, whenever it is in preparation or progress. During construction, the Architect (or Engineer) shall maintain a daily log, pursuant to Exhibit "A", copies of which shall be provided to City on each Monday during construction.~~

~~3.—— Be responsible for the general administration of the PROJECT and prepare certificates for payment due the Contractor. By issuing a certificate of payment, the Architect (or Engineer) will be representing to the City that, to the best of his knowledge, information, and belief, based on what his observations have revealed, the quality of the work is in accordance with the contract documents and that the work has progressed to the point indicated. The Architect (or Engineer) shall determine the amount owing to the Contractor based on observations at the site and an evaluation of the Contractor's application for payment and shall issue certificates of payment, less retainage and liquidated damages as provided in the Contract Documents.~~

~~4.—— Prepare such drawings to supplement the working drawings as to permit the proper completion of the work; and, check all shop drawings submitted in connection with the construction work.~~

~~5. Conduct inspections to determine and advise the City concerning the date of substantial completion and receive and forward to the City written warranties and related documents required by the Contract Documents which are assembled by the Contractor; and, thereafter issue a final certificate of payment upon a determination being made that final completion of the PROJECT has occurred.~~

~~6. Make an inspection of the PROJECT eleven (11) months after final completion and report, in writing, observed discrepancies under expressed or implied guarantees provided by the construction contracts. In addition, the Architect (or Engineer) shall provide inspection services to City at city's request following the date of the eleven (11) month inspection to examine for defects and deficiencies that City finds after final inspection. The obligation of the Architect (or Engineer) to provide such assistance shall cease upon substantial completion of the aforesaid defects and deficiencies by the contractor. In relation to such inspection, the Architect (or Engineer) shall provide the City with a written report identifying the cause of and the entity responsible for the defect or deficiency if such is found to exist and provide a recommendation as to how the defect or deficiency can be corrected.~~

F. The Architect (or Engineer) shall indemnify, keep and save harmless, the City, its agents, officials and employees against all suits, claims, and judgements, including attorney fees, that may result from the Architect's (or Engineer's), his agents', officers', and employees', negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons or property. The Architect (or Engineer) shall require all Consultants to indemnify, keep and save harmless the City in the same manner as is required of the Architect (or Engineer) in this Agreement.

G. The ~~Architect~~ (or Engineer) shall comply with all local laws, ordinances and regulations applicable to the work.

H. The ~~Architect~~ (or Engineer) shall accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work. ~~PROVIDED, HOWEVER, that the following extra work will be compensated at the hourly rate listed in Exhibit "B" and may exceed the maximum specified in paragraph III hereof:~~

- ~~1. Major revisions of the drawings and specifications after they have been approved by the City because of changes made by the City;~~
- ~~2. Revision of the drawings and specifications required due to the PROJECT being damaged or destroyed by fire; and~~
- ~~3. If requested by the City in writing, services made necessary because of major defects or deficiencies in the work of the Contractor.~~

I. The ~~Architect~~ (or Engineer) shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans cost estimates and other work or material furnished by the Architect (or Engineer) under this Agreement.

J. The ~~Architect~~ (or Engineer) shall represent that all designs, drawings, specifications, plans, cost estimates and other work or material furnished under this Agreement, including any additions, alterations, or amendments thereof, shall be free from errors or omissions. The ~~Architect~~ (or Engineer) shall correct or revise, without additional cost to the City, any defects, errors or deficiencies in ~~Architect's~~ (or Engineer's) performance under this Agreement.

K. The Architect (or Engineer) shall purchase and maintain, at the expense of the Architect (or Engineer), professional liability insurance covering negligent acts, errors or omissions of the Architect (or Engineer), its agents, officers, and employees, and such insurance shall, in addition, protect the City, its agents, officials and employees from claims, suits or judgements that may be based upon any injury to person or property which may arise from the performance of professional services caused by negligent acts, errors or omissions of the Architect (or Engineer), its agents, officers and employees. Total aggregate policies of insurance for the Architect (or Engineer) and Consultants combined shall be in an amount of not less than \$1,000,000. In addition, a comprehensive general liability policy of insurance shall be purchased and maintained at the Architect (or Engineer's) expense, that protects the City, its agents, officials, and employees from claims, judgements, suits or damages or loss to persons or property that arise out of or result from the Architect's (or Engineer's), its agents, officers, and employees performance of work under this Agreement. Such policy of insurance shall be in an amount of not less than \$1,000,000.

In addition, a Workmen's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all states" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees which, for any reason, does not fall within the provisions of the Workman's Compensation Law. Liability limits shall be not less than:

Workman's Compensation - Statutory

Employer's Liability - \$500,000 each occurrence.

The ~~Architect~~ (or Engineer) shall furnish the City copies of all insurance policies or certificates of insurance relating to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain provision that the City shall be given thirty (30) days' written notice by the insurance company before each policy is substantially changed or canceled. The ~~Architect~~ (or Engineer) shall require all Consultants to purchase and maintain insurance in the same manner and in the same amounts as the ~~Architect~~ (or Engineer) is required to purchase and maintain herein except the subcontractors may carry professional liability insurance in an amount proportionate to the share of work they are performing.

L. The ~~Architect~~ (or Engineer) further agrees, covenants and represents that all specifications and bid documents prepared *by the Architect (or Engineer) and exclusive of those prepared by KDOT* in accordance with the work required by the Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents, contract documents and the contract to be awarded herein, the CITY shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents, Contract Documents and in the contract to be awarded herein shall be null and void."

~~M. Upon completion of the PROJECT the Architect (or Engineer) shall certify and furnish to the City a reproducible and complete set of "As Built" drawings and specifications, showing changes made during the construction process. The original drawings and specifications will be revised based upon the marked up prints, drawings, and other data furnished to Architect (or Engineer) by the Contractor.~~

II. THE CITY AGREES.

A. To furnish all available data concerning the site, and the City's staff shall relate any information available to it which may assist the ~~Architect~~ (or Engineer) with the PROJECT.

B. To review plans and details submitted for review and sections of the work, if applicable, as expeditiously as practical to the end of assisting the ~~Architect~~ (or Engineer) to maintain, as nearly as possible, a continuous flow of work on the PROJECT.

C. To pay the ~~Architect~~ (or Engineer) for his services in accordance with the requirements of this Agreement.

III. PAYMENTS.

The City agrees to pay the ~~Architect~~ (or Engineer) for such services *as per Paragraph 20 of Exhibit "A"*.

~~*See Exhibit "B" for hourly rates and reimbursable expenses, if any.~~

~~This compensation shall be payable in _____ (write in monthly, bi-monthly, etc.) installments not to exceed the percentages listed below, each of which shall be deemed to have been earned and shall be due and payable upon the satisfactory performance of the items of service as follows:~~

~~A. — Thirty five percent (35%) of the fee shall be paid upon the approval of the completed Preliminary Phase as outlined in paragraph I, A.~~

~~B. — An additional forty percent (40%) of the fee shall be paid upon the completion of the Construction Documents Phase as outlined in paragraph I, B.~~

~~C. Upon the award of construction contracts, payment shall be increased to eighty percent (80%) of the above fee, less previous payments.~~

~~D. — During the Construction Phase of the Agreement, twenty percent (20%) of the above fee for the services included in paragraph I, E, 1 through 6, is payable~~

IV. PROJECT DIRECTOR.

The City shall have and assign a Project Director who will act as the City's agent and with whom the Architect (or Engineer) shall communicate. The Project Director will be required to make final and prompt decisions on all matters related to the PROJECT. The Project Director shall have full authority and responsibility to take actions for the City, except the Project Director shall not have authority to authorize change orders that increase the cost of the PROJECT or to amend this Agreement.

V. TIME OF COMPLETION.

The Architect (or Engineer) agrees to complete the ~~planning phases of this~~ PROJECT within a period of time listed below: *As per Exhibit "A"*

~~A. — For the initial Preliminary Report, _____ () days from the date the Architect (or Engineer) is informed by the City that a site has been selected.~~

~~B. — For the final Preliminary Report, _____ () days from the date the City gives written authorization to prepare the same.~~

~~C. For the Construction Documents Phase, _____ () days from the date authorized in writing by the City to proceed with the preparation of said documents.~~

~~D. — The City agrees to cooperate with the Architect (or Engineer) in considering drawings, documents and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the City agrees to promptly furnish to the Architect (or Engineer), upon written request, any approvals and instructions required to be given by the City to the Architect (or Engineer) under the terms of this Agreement.~~

VI. REVISIONS OF PLANS.

~~Unless the City officially, and in writing, has authorized an increase in funds established for the construction cost estimate, the Architect (or Engineer) agrees to make any such revisions in drawings and specifications as are necessary and as are satisfactory to the City to bring the PROJECT cost within the approved estimate; such revisions to be made at his own expense without cost to the City, whether said drawings and specifications have theretofore been approved by the City. PROVIDED, however that if said drawings and specifications have been approved by the City, and the City desires any major changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the City shall pay the Architect (or Engineer) the cost of making such revisions.~~

~~In the event bids for construction exceed both the Architect's (or Engineer's) estimate and the original estimated cost of construction, and the City does not desire to modify or change the drawings and specifications as a result thereof, then the construction contract may be let at the sole discretion of the City for the bid amount.~~

VII. OWNERSHIP OF DOCUMENTS.

All reports, estimates, data, drawings and specifications, prepared or executed under this Agreement and delivered to the City shall become the property of the City upon completion of the PROJECT, without restriction or limitation on their use. In the event any of said documents are reused by the City on its future projects, the name plates shall be removed and the City hereby agrees to hold harmless the Architect (or Engineer) and release him from any liabilities which result from such reuse.

VIII. TERMINATION OF AGREEMENT.

A. The City may terminate this Agreement at any time for any just cause and/or lack of funding by a notice in writing to the Architect (or Engineer). Upon receipt of such notice, the Architect (or Engineer) shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities and materials in connection with the performance of this contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

B. If the contract be terminated due to the fault or neglect of the ~~Architect~~ (or Engineer), no further payments on account of the fee will be thereafter made, except for services previously performed under this contract which are of value to the City. If the contract is terminated due to no fault of the ~~Architect~~ (or Engineer), he will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the ~~Architect~~ (or Engineer) or otherwise.

C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, designs, plans and specifications prepared under this Agreement shall become the property of the City when and if the contract is terminated, without restriction or limitation on their use.

D. Dissolution, or a change in the principal officers, of the firm of Professional Engineering Consultants, P.A. for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of subparagraphs A, B, & C above; provided said dissolution or reorganization materially affects the ability of said firm to perform this Agreement as determined by the City; and, such termination shall be deemed to be the fault of the ~~Architect~~ (or Engineer).

IX. THE PARTIES HERETO MUTUALLY AGREE.

A. That the services to be performed by the ~~Architect~~ (or Engineer) under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without the specific consent of the City.

B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allocated for the work shall be granted by the City; PROVIDED, HOWEVER, that the Architect (or Engineer) shall first request extensions in writing giving the reasons therefore.

C. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Architect (or Engineer) under this Agreement, shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the Architect's (or Engineer's) performance of this Agreement and the Architect (or Engineer) shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Architect's (or Engineer's) breach of any covenant or promise contained in this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set-offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.

F. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third-party beneficiary right, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

X. AGREEMENT GOVERNED BY KANSAS LAW.

This Agreement is executed, delivered and intended to be performed in the State of Kansas, and shall be construed and enforced in accordance with and governed by the laws of the State of Kansas.

XI. EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE PLAN.

The Architect (or Engineer) agrees to comply with all local, state, and federal laws and regulations relating to equal employment opportunities as well as the City's Minority Business Enterprise Plan. A copy of the Minority Business Enterprise Plan of the City of Pittsburg, Kansas, is attached to, and becomes a part of, these documents.

~~XII. DEFINITION OF COST OF THE WORK.~~

~~The cost of constructing the PROJECT as referred to herein means the cost to the City, but such cost shall not include any Engineer's, Architect's, or Special Consultant's fees, or reimbursements of the cost of a resident inspector, or cost of equipment (not designed or specified by the Architect (or Engineer), or cost of furniture or furnishings (not designed or specified by the Architect (or Engineer), or cost of insurance or cost of any administrative or legal expense, or cost of the site.~~

~~XIII. FIELD TRIPS.~~

~~If requested by the City, the Architect (or Engineer) will take up to three field trips to locations agreed to by the City to visit similar projects located in other cities in relation to the~~

~~preliminary phase of the PROJECT. The City will reimburse the Architect (or Engineer) for airfare and the actual lodging expenses incurred, for ____ persons, with the City retaining the right, in advance of such field trip, to approve reimbursement of expenses of one or two persons only. The Architect (or Engineer) shall be responsible for all other expenses incurred by the Architect (or Engineer) on such field trips.~~

~~**XIV. SPECIAL CONSULTANTS.**~~

~~The Architect (or Engineer) agrees to employ the following special consultants, to-wit: for design and inspection; such services to be provided at the expense of the Architect (or Engineer). The Architect (or Engineer) shall be responsible for paying the fees for these consultants.~~

~~**XV. ADDITIONAL CONSULTANTS.**~~

~~The Architect (or Engineer), after receiving the written permission of the City, may, by formal written agreement, employ additional consultants including structural, mechanical, electrical, design, and other consultants. The parties further agree that the City will be responsible for and pay for services of each such consultant only the actual amount billed the Architect (or Engineer) for such services, with no allowance or mark up to the Architect (or Engineer) for overhead, administration, or any other expenses.~~

~~The Architect (or Engineer) also agrees to require all such consultants to sign a formal written agreement that they will abide by and be bound to the terms and conditions of this Agreement to the extent the Agreement is applicable to them and to their areas of responsibility.~~

- **XVI. ENTIRE AGREEMENT.**

This Agreement is the entire agreement between the Architect (or Engineer) and it supersedes all prior negotiations, representations, agreements or understandings, whether verbal or written.

XVII. NUMBER OF COUNTERPART COPIES.

This contract is executed in three (3) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVES AS TO FORM:

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

City Attorney

ATTEST:

City Clerk

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: Bened Renshaw

TITLE: Principal
(Partner or Corporate Officer)

By: _____

TITLE: _____
(Partner or Corporate Officer)

The Consulting Engineering Firm of Professional Engineering Consultants, P.A. with principal offices located at 303 S. Topeka; Wichita, Kansas, hereinafter referred to as the “Consultant” has reviewed the information transmitted by the City of Pittsburg, Kansas, hereinafter referred to as the “LPA” (Local Public Authority). Based on this information, the Consultant submits the following Proposal:

1. The LPA has requested a Proposal for preliminary engineering and plan preparation (engineering services) from the Consultant for the following proposed construction improvements:

Reconstruction of curb lines, pavement, installation of storm sewers, water lines, sanitary sewer lines, a new traffic signal and related construction on Broadway Street (US-69-BUS) located generally at the intersection of Broadway Street and Twentieth Street and designated by the above noted project number. The subject construction improvements, however, are hereinafter referred to as the Project.

2. The LPA has stated that it desires federal participation in the cost of the Phase III engineering services, as well as the construction cost of the Project.
3. The LPA desires Phase III engineering services provided by the Consultant to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary. The Scope of Engineering Services can be defined as follows:

Phase I: Design and plan preparation for Grading and Surfacing for the above-described project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and attendance at Preconstruction Conference and project meetings and plan interpretations as may be required, except for items designed by others.

Phase III: The construction engineering necessary to insure proper construction of the project that will include the contract administration and materials testing.

4. The engineering services performed by the Consultant for Phases I and II* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- | | |
|---|--|
| <p>(+) Topographical Survey</p> <p>() Relocation Survey</p> <p>() Normal Field Survey</p> | <p>(+) Geological Survey</p> <p>() Bridge Soundings</p> <p>(+) R/W Survey</p> |
|---|--|

Plans, Specifications & Estimates

- | | |
|---|---|
| <p>1) Road</p> <p>() Balanced Grading Plan</p> | <p>2) Bridges (N/A)</p> <p>() Contour Maps</p> |
|---|---|

- | | |
|---|---|
| <input checked="" type="checkbox"/> Pavement Design | <input type="checkbox"/> Bridge Layout Cost |
| <input type="checkbox"/> Culvert Designs | <input type="checkbox"/> Cost Completion |
| <input checked="" type="checkbox"/> R/W Descriptions | <input type="checkbox"/> Bridge (Superstructure) |
| <input checked="" type="checkbox"/> R/W Strip Map | <input type="checkbox"/> Bridge (Substructure) |
| <input checked="" type="checkbox"/> Surfacing Plans | <input type="checkbox"/> Detailed Bridge Plans |
| <input checked="" type="checkbox"/> Storm Sewers | <input type="checkbox"/> Special Provisions |
| <input checked="" type="checkbox"/> Special Provisions | <input type="checkbox"/> *Review Shop Drawings |
| <input checked="" type="checkbox"/> Construction Cost Estimate | <input type="checkbox"/> *Review Falsework Drawings |
| <input type="checkbox"/> R/W Staking | <input type="checkbox"/> Construction Cost Estimate |
| <input checked="" type="checkbox"/> Traffic Control Plan | |
| <input checked="" type="checkbox"/> Traffic Signal Plan | |
| <input checked="" type="checkbox"/> Erosion Control Plan | |
| <input checked="" type="checkbox"/> Traffic Marking Plan | |
| <input checked="" type="checkbox"/> Traffic Study | |
| <input checked="" type="checkbox"/> Water Line Replacement | |
| <input checked="" type="checkbox"/> Sanitary Sewer Line Replacement | |
| <input checked="" type="checkbox"/> *Review Shop Drawings | |
| <input checked="" type="checkbox"/> *Attend Constructability Review | |

5. The proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:

- (a) AADT 10,500
- (b) Minimum Design Speed of 30 MPH

6. The Consultant will perform the following engineering services:

- (a) Prepare detailed plans and construction drawings in accordance with design criteria which conform to KDOT's Project Development for Non-National Highway System Local Government Road and Street Projects manual.
- (b) Prepare revised plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project. Such revised plans may be made by the Secretary or LPA at the Consultant's expense.
- (c) Prepare the plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA.
- (d) Make the necessary field surveys to determine horizontal and vertical alignment for the proposed project.
- (e) Prepare and furnish electronic files and one set of prints (white background) of preliminary construction plans for field check and review to the LPA and two (2) sets to the Secretary. These plans shall, at a minimum, show the horizontal and vertical alignment, typical sections, contour information, construction layouts and size of bridges, size and location of drainage structures, intersection details, construction limits, existing and new right-of-way limits, property owners, utility

locations and ownership, and be included on the appropriate following sheets: Title, Typical Section, Surfacing, Plan-Profile, Cross Sections, Traffic Signal Plan, Traffic Marking Plan, Traffic Control Plan, and such other special sheets as the Consultant deems necessary.

- (f) Field check the Project with representatives of the LPA and Secretary.
- (g) Complete the plans, incorporating any changes which may have been agreed to during the field check, and include in such plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
- (h) Prepare final plan tracings (electronic files and one set of final plans on mylar or linen in ink), and updated cost estimate based on final plan quantities, and necessary special provisions and necessary supplemental specifications.
- (i) Submit one set of prints of the final plan tracings and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and one set of prints and copies to the Secretary.
- (j) Furnish the reproducible final plan tracings that do not contain so-called “stick up” notes or other additives to the Secretary. Upon request furnish one copy of all design calculations to the Secretary.
- (k) Prepare a right-of-way strip map and furnish the LPA with the original and one print of the strip map.
- (l) Prepare plats and descriptions of right-of-way required and furnish to the LPA.
- (m) Furnish preliminary plans to the LPA sufficiently complete for the LPA’s use in preparing descriptions for rights-of-way required in connection with the Project within 180 calendar days after issuance by the Secretary of the Notice to Proceed, exclusive of time required for reviews by the approving parties and delays beyond the Consultant’s control.
- (n) Furnish final and complete construction plans to the LPA and the Secretary for approval within 530 calendar days after issuance by the Secretary of the Notice to Proceed, exclusive of time required for reviews by the approving parties and delays beyond the Consultant’s control.
- (o) Prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the standard specifications of KDOT, except for items designed by others.
- (p) Review and recommend for approval all shop drawings and falsework drawings, as may be required for the Project, if indicated in the scope of engineering services on Page 2 of this Proposal.

- (q) Have available at the Consultant's office located at 902 S. Broadway; Pittsburg, Kansas, for review by the LPA, the Secretary and the FHWA's personnel, all plans being prepared and supporting information.
 - (r) Provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents shall become the property of the LPA upon the completion thereof in accordance with the terms of this Proposal, without restrictions as to their further use.
 - (s) Provide traffic control signing on or along any street or highway where the Consultant has crews working. The size, shape, color and placement of all signs shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways as approved by the American Association of State Highway and Transportation Officials and the Department of Transportation, FHWA.
7. In addition to the engineering services the Consultant will assume the following obligations. (Where reference to "approval by the Secretary" is made, it is intended to apply only to Phase III services):
- (a) Furnish one copy of proper billings for Phases I & II and two (2) copies of each proper billing for Phase III to the LPA.
 - (b) Accept compensation for the performance of services herein described in such amounts and at such intervals as indicated in Paragraphs 20, 21 and 22.
 - (c) Provide engineering services for Phase III and extra work in addition to those set forth above, or for changes in plans due to changes in criteria, for a mutually agreed actual cost plus a net fee. Any payments for Phase III services authorized under this section must be approved by the Secretary. In the event the scope of the Project changes to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree that a supplemental agreement to the executed Agreement is necessary to provide for authorized extras, all payments for work performed to that date shall be due and payable within ninety (90) days after the date of the supplemental agreement, provided, however, that a proper billing has been received from the Consultant.
 - (d) Prepare an estimated schedule for performance of engineering services of this Proposal and report to the LPA (Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
 - (e) Make all documents and accounting records pertaining to the work covered by the executed Agreement available at the Consultant's office to representatives of the LPA, the Secretary and the FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.

- (f) Accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by the executed Agreement.
 - (g) Become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
 - (h) Be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under the executed Agreement.
 - (i) To save the LPA, the Secretary and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the services to be performed hereunder.
 - (j) To warrant the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure selection by the LPA, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the executed Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul the Agreement without liability, or at his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
8. The services to be performed by the Consultant under the terms of this Proposal are personal and cannot be assigned, sublet, or transferred without written consent of the LPA and the Secretary.
9. The right is reserved by the LPA with the approval of the Secretary to terminate all or part of the executed Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
10. The Consultant may terminate the executed Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
11. In the event the executed Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.

12. In the event the services of the Consultant are terminated by the LPA and the Secretary for fault including but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered to the Secretary up to the time of termination. The value of the services performed, rendered and delivered will be determined by the LPA and the Secretary. In the case of any dispute as to payment arising under the executed Agreement pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement parties.
13. In the event of the death of any member or partner of the Consultant's firm, the surviving member(s) shall complete the services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in Paragraph 12.
14. The Consultant shall not sublet or assign all or any part of the services noted in this Proposal without the prior written approval of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the executed Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
15. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Proposal.
16. The Consultant and subcontractors will be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 48 Code of Federal Regulations (CFR) Chapter 1, part 31 et seq.
17. For Phase III services, overhead rates will be submitted to the Secretary by the Consultant for audit within seventy-five (75) days after completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at their normal place of business. Overhead rates will be audited on a yearly basis following the first audit as may be required.
18. The Consultant, the LPA and the Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
19. That an extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; PROVIDED, such extension of time shall be requested by the Consultant in writing, stating the reasons therefore.
20. The fee proposed by the Consultant for engineering services for Phases I and II shall be tabulated as follows:

(a) SURVEYS

For all surveys, and for bridge soundings, as noted by the tabulation of survey services on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$910. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$7,136.

(b) BRIDGE PLANS, SPECIFICATIONS AND ESTIMATES (N/A)(c) ROAD PLANS, SPECIFICATIONS AND ESTIMATES

For preliminary plans for right-of-way and for construction road plans, and right-of-way descriptions as noted in the tabulation of road engineering services on Page 2 of this Proposal, including culverts and surfacing, but not including bridges, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$6,150. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$59,425. Of this amount, approximately \$14,085 shall be for preliminary engineering related to water line and sanitary sewer line replacement.

(d) REVIEW OF SHOP AND FALSEWORK DRAWINGS

For compensation of Phase II as noted in the tabulation of engineering services on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$318 in conformance with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work shall be \$2,436.

(e) Total compensation for Phase I and II of this Proposal shall not exceed \$68,997.

21. (a) During the progress of work covered by the executed Agreement, partial payments for Phase I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month.
- (b) During the progress of work covered by the executed Agreement, partial payments for Phase III may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period. Accumulated partial payments shall not exceed Ninety-five Percent (95%) of the total fees earned, prior to approval and acceptance of completed work on the appropriate

phase by the LPA, Secretary and the FHWA. Partial payments due shall be defined as the accumulated total fees less the total of previous payments times Ninety-five Percent (95%).

22. The Consultant may request payment for Phase III by the terms of a supplemental Agreement and for authorized extra work as provided in Paragraph 7(c), and such payments shall be in addition to and exclusive of fees stipulated in Paragraph 20 above.

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT: Broadway (US-69B) and Twentieth

LOCATION Pittsburg, Kansas

WORK ITEM
Phase I- Survey
DESCRIPTION

PROJECT NO.
19 U-0065-01

DATE
9/19/2011

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	\$ 41.95	1	\$42.00	
2. PROJECT MANAGER	\$ 31.66	0	\$0.00	
3. PROJECT ENGINEER	\$ 40.00	0	\$0.00	
4. DESIGN ENGINEER	\$ 23.20	3	\$70.00	
5. DESIGN TECHNICIAN SUPERVISOR	\$ 26.52	0	\$0.00	
6. DESIGN TECHNICIAN	\$ 21.01	9	\$189.00	
7. LICENSED SURVEYOR	\$ 29.75	35	\$1,041.00	
8. SURVEYOR, PARTY CHIEF	\$ 15.25	42	\$641.00	
9. SURVEYOR, INSTRUMENT MAN	\$ 15.25	42	\$641.00	
SUBTOTAL		132		\$2,624.00

(II) OVERHEAD 1.3124 X (I) \$3,440.00

(III) SUBTOTAL (I + II) \$6,064.00

(IV) FIXED FEE \$910.00

(V) DIRECT COSTS

1. PREMIUM TIME	.50 X Direct			
2. CAD PER HOUR	\$18.00	9	\$162.00	
3. TRAVEL				
4. PER DIEM, PER MAN DAY				
5. BLUE & WHITE REPRO. PER S.F.				
6. PRINTING	@ Cost			
7. GEOTECH SERVICES	@ Cost			
SUBTOTAL				\$162.00

(VI) TOTAL FEE FOR PROJECT (III + IV + V) \$7,136.00

EXHIBIT C - WORK SCHEDULE
Project 19 U-0065-01 (Broadway and Twentieth)

Task	2011												2012												2013											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Gather Data & Perform Field Surveys																																				
Develop Sketch Plan																																				
Sketch Plan Review																																				
Develop Field Check Plans																																				
Field Check Review																																				
Right-of-way/Utilities																																				
Complete Final P. S. & E.																																				
Tentative Letting Date-May 22, 2013																																				
P.E.C., P.A.																																				



ECONOMIC DEVELOPMENT

201 West 4th Street · Pittsburg KS 66762

(620) 230-5544

mturnbull@pittks.org

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN
From: MARK TURNBULL
CC:
Date: SEPTEMBER 20, 2011
Subject: Business Attraction and Marketing

Thank you for the opportunity to report on the community's economic development program. As we have discussed many times, development occurs at the community level from three basic sources; existing employers expanding, new business start-ups, and business attraction. We are currently working with a number of existing business expansions, new business starts, and prospects.

The Department has implemented an aggressive three pronged approach to increasing capital investment within the community for several years. City Commission Department Goals set the framework for implementation of Department actions. With regard to economic development business attrition, the following goals were approved in 2009 and continue today as one of the primary strategies of the City. "Increase marketing of the city through participation in regional and national trade shows and continue to develop regional and multistate approach to recruitment of new jobs." The Department's Strategic Plan 2010-2015 includes strategies to aggressively market the community, region, and state to targeted businesses and companies; conduct four annual business prospecting impact tours and trade events to reach site consultants and prospects identified as targeted clusters, and develop a corporate HQ contact program to promote Pittsburg area as an attractive place for new contract placement and investment.

Recently, I was invited to join the State of Kansas Recruitment Team exclusive reception and dinner in Philadelphia, Pennsylvania. This marketing event is one of thirty-one such trade shows, dinners, receptions, expositions and international Governor led missions where cities like Pittsburg assist in offering prospective on doing business in Kansas. I also was able to discuss Pittsburg in a one-on-one with participants attending the IAMC meeting during the same time.

The site locator marketing event was exceptionally well attended. Forty-five IAMC members joined Steve Kelly, Assistant Secretary of the KDOC, and Barbara Hake, Manager of Recruitment, in an evening reception and formal dinner. Four Kansas developers attended this event. Developers represented Ark City, Emporia, Kansas City and Pittsburg. By all accounts, the night was a great success.

During the Philadelphia marketing trip I also met with the Philadelphia Brokerage firm who has listed the Superior property. We discussed many aspects of the project. Thank you for this opportunity to report on our programs.