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PHYSI-KUHL THERAPY LOAN - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide a loan from the Revolving Loan Fund (RLF) in the amount of \$25,000 to Alex Kuhlman, owner of Physi-Kuhl Therapy, to cover the cost of the build-out construction for his new facility to be located located at 722 North Broadway.

Physi-Kuhl Therapy Memo 56

Physi-Kuhl Therapy Information. 57

PLAT - ALL-QUIP ADDITION - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a final plat submitted by Steve Lewis of Olsson Associates, Inc. on behalf of Bob Boys and the City of Pittsburg for property located in the 2800 Block of North Broadway.

Memo All-Quip Plat Request 59

All Quip Plat. 60

ENGINEERING SERVICES AGREEMENT - HIGHWAY 69 BYPASS & 20TH STREET CONCRETE OVERLAY - Staff is requesting Governing Body approval of the Engineering Services Agreement with TranSystems, in an amount not to exceed \$89,260.00, in which TranSystems will design and create bid documents for a concrete overlay replacement on the City's portion of the Highway 69 Bypass at 20th Street.

Memo - 69 Bypass at 20th Transystems Agreement 61

Pittsburg69Bypasscontract 62

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 12, 2018
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Presentation of AAA Platinum Traffic Safety Award by Jim Hanni

CONSENT AGENDA:

- a. Approval of the May 22, 2018, Pittsburg City Commission Meeting minutes.
- b. Approval of the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority, to reappoint Pat Pence to an additional three year term as a member of the Juvenile Corrections Advisory Board (JCAB).
- c. Approval of the Economic Development Advisory Committee (EDAC) recommendation to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$25,000 to fully fund the project for a year and, authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of the Economic Development Advisory Committee (EDAC) recommendation to grant a six-month extension to John Kutz to draw the remaining \$90,516 available from the Revolving Loan Fund for improvements at 602 and 604 North Broadway, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of staff recommendation to enter into an agreement with the Kansas Department of Transportation (KDOT) to make improvements to the state highway K-126 (4th Street) bridge overpass, and authorize the Mayor to sign the agreement on behalf of the City.
- f. Approval of staff recommendation to enter into an agreement with the Kansas City Southern Railway Company (KCS) in which KCS will install a 40-foot extension of the concrete crossing surface over the KCS tracks on South Rouse for an estimated cost of \$52,589.00 to connect the trail system on the south side of the tracks, as well as PSU, to the Pitsco/Sunflower Trail and authorize the Mayor to sign the agreement on behalf of the City.
- g. Approval of the Appropriation Ordinance for the period ending June 12, 2018 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 12, 2018
5:30 PM

SPECIAL PRESENTATION:

- a. DEPARTMENT REPORT - PARKS AND RECREATION - Director of Parks and Recreation Kim Vogel will provide an update on activities within her department. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. PHYSI-KUHL THERAPY LOAN - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide a loan from the Revolving Loan Fund (RLF) in the amount of \$25,000 to Alex Kuhlman, owner of Physi-Kuhl Therapy, to cover the cost of the build-out construction for his new facility to be located at 722 North Broadway. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. PLAT - ALL-QUIP ADDITION - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a final plat submitted by Steve Lewis of Olsson Associates, Inc. on behalf of Bob Boys and the City of Pittsburg for property located in the 2800 Block of North Broadway. **Approve or disapprove recommendation and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburg.**
- c. ENGINEERING SERVICES AGREEMENT - HIGHWAY 69 BYPASS & 20TH STREET CONCRETE OVERLAY - Staff is requesting Governing Body approval of the Engineering Services Agreement with TranSystems, in an amount not to exceed \$89,260.00, in which TranSystems will design and create bid documents for a concrete overlay replacement on the City's portion of the Highway 69 Bypass at 20th Street. **Approve or disapprove the TranSystems Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City of Pittsburg.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 22nd, 2018

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 22nd, 2018, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Jeremy Johnson presiding and the following members present: Sarah Chenoweth, Dawn McNay, Chuck Munsell, and Patrick O'Bryan.

Mayor Johnson led the flag salute.

APPROVAL OF MINUTES – May 8th, 2018 – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved the May 8th, 2018, City Commission Meeting minutes as submitted. Motion carried.

DISPOSITION OF BIDS - GOLF CART LEASE – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff recommendation to award the bid for a five-year lease of 30 golf carts to Masek Golf Car Company, of Gering, Nebraska, in the amount of \$17,100 annually, and authorized the Mayor to execute the contract documents on behalf of the City. Motion carried.

DISPOSITION OF BIDS – 2018 STREET IMPROVEMENTS PROJECT – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff recommendation to award the bid for the 2018 Street Improvements Project (milling, resurfacing and pavement marking of West Quincy, Canterbury Road, Village Drive, Heritage Lane, Windsor Circle, Windsor Court, Villa Drive, Victorian Drive, Heritage Road, Countryside Drive, Cambridge Lane, Colonial Drive and Windsor Drive), to Blevins Asphalt, of Mt. Vernon, Missouri, in the amount of \$517,337.18 and authorized the Mayor to execute the contract documents on behalf of the City. Motion carried.

DISPOSITION OF BIDS – 2018 CONCRETE REPAIR PROJECTS – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff recommendation to award the bid for the 2018 Concrete Repair Projects (repairing East 4th Street-Broadway to Grand; Rouse Street-Quincy to 4th Street; Rouse Street-4th Street to Atkinson Road), to Graham Construction of Coffeyville, Kansas, in the amount of \$153,619.00, and authorized the Mayor to execute the contract documents on behalf of the City. Motion carried.

EASEMENT – WESTAR ENERGY – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff recommendation to grant Westar Energy a 40' by 20' easement in the southeast corner of the City of Pittsburg parking lot located immediately north of the Besse Hotel to install transformers as a way of upgrading the electrical service to the buildings associated with Block 22. Motion carried.

EMERGENCY SOLUTIONS GRANT APPLICATION – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff request to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation in the amount of \$162,300 for Homeless Services including prevention, rapid re-housing and day shelter services, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 22nd, 2018

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved the Appropriation Ordinance for the period ending May 22nd, 2018, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, Johnson, McNay, Munsell, and O'Bryan. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

VANGORDEN FAMILY APPRECIATION – Mayor Johnson read a statement from the family and friends of John VanGorden thanking the City administration for their recent actions following John's death.

DIRECTOR OF COMMUNITY DEVELOPMENT AND HOUSING INTRODUCTION – City Manager Daron Hall introduced Quentin Holmes as the City's new Director of Community Development and Housing.

WORKING DAY – City Manager Hall thanked the Commissioners and staff for their participation in the May 19th, 2018, Working Day.

ADJOURNMENT: On motion of Munsell, seconded by McNay, the Governing Body adjourned the meeting at 5:34 p.m. Motion carried.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

The Restorative Justice Authority



665 S. 69 Highway Pittsburg, KS 66762
(620) 235-7118 x 102 Phone (620) 235-7107 Fax

May 23, 2018

City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Ks. 66762

RE: Juvenile Corrections Advisory Board (JCAB) Extension

Dear Mayor,

The following Juvenile Corrections Advisory Board member has agreed to extend their term for another three years:

Pat Pence General Representative 6-30-21

If you have any questions, please feel free to contact me at the number and extension above.

Thank you,

A handwritten signature in black ink that reads "Angie Hadley".

Angie Hadley
Program Coordinator

This appointment is through the Board of City Commissioners.

Jeremy Johnson, Mayor

Date

cc: Kansas Department of Corrections Juvenile Services Division



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: June 6, 2018

SUBJECT: June 12, 2018 Agenda Item
Kelce College of Business economic research proposal

Since 2014, the City has partnered with the Kelce College of Business to compile and publish vital business and economic indicators. In return, the Kelce College commits to publishing four quarterly economic indicator reports that are mailed to all entities with a City business license, with extras available to be utilized in various marketing efforts. The reports have been well-received by the community and to those requesting detailed demographic and economic information. The Kelce College also publishes an annual economic profile, coordinates the quarterly *Cost of Living Index Report* and has provided supporting data/research for the City's housing and economic development efforts at no additional cost.

The EDAC considered renewal of this agreement at its June 6, 2018, meeting and felt the services provided by the Kelce College of Business are crucial to the City's efforts. As a result, the EDAC recommended funding the project at \$25,000 for the next year.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



KELCE
COLLEGE OF BUSINESS
Pittsburg State University

1701 South Broadway
Pittsburg, KS 66762-7539
Voice: (620) 235-4598
Fax: (620) 235-4578
cob@pittstate.edu
www.pittstate.edu/kelce

April 3, 2018

Mr. Jay Byers, Assistant City Manager
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

Dear Jay,

The Kelce College of Business and Pittsburg State University thank the City of Pittsburg and its Economic Development Advisory Committee for the financial support provided for the production and distribution of *The Pittsburg Micropolitan Area Economic Report*. During 2017 we published four quarterly issues of *The Report*. In addition to presenting a look at current trends across a number of important business and economic statistics, the publication provides informed expert analysis and insights into what these trends mean for the Pittsburg area and its future. This spring, we also produced and published the annual volume of *The Pittsburg Micropolitan Area Economic Profile* which includes not only an overview of year's regional economic performance but also projections and forecasts for key economic indicators important to local business and community leaders. Both publications are supported by the 'Pittsburg Micropolitan Area Economic Data' website where past issues may be downloaded and where visitors can access historical time series data for a wide variety of economic indicators. Direct links to this service are featured on both the City and Chamber of Commerce websites making the data available to both existing and prospective business managers.

Again this year, we received numerous positive comments and words of appreciation from business and civic leaders in the community. We are convinced that the information provided through our publications is making a strong positive contribution to our local economic community. Given the importance of this outreach effort, the Kelce College of Business is committed to continuing to provide and enhance this service to the Pittsburg area.

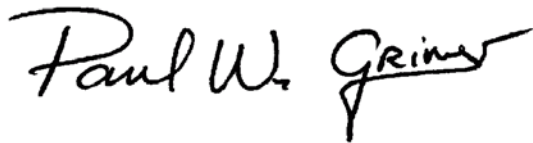
We hereby ask for the Economic Development Advisory Committee's continued support for this project through a renewal of last year's allocation of funds. Attached is a proposed budget for the quarterly micropolitan report and the production of the Pittsburg area economic projection and forecast. The report will continue to be physically distributed to 850-plus businesses and organizations in Pittsburg and the immediate surrounding area and another 200 provided to visitors and other groups interested in Pittsburg's economy. This year we again request a \$25,000 commitment. This funding will allow us to continue producing the quarterly report, the annual economic profile, and the local area economic database website. In addition, it will allow us to maintain the IMPLAN: Economic Impact Analysis for Planning software package, data, and accompanying training. The IMPLAN package is the state-of-the-art statistical package that is used by regional economists to determine the local impact of new businesses, plant relocations, and other major events on the local economy. Given the forecasted growth in Pittsburg Micropolitan Area, this software allows us to generate more detailed analyses necessary to successfully plan and navigate this growth.

Please find attached a breakdown of how the requested dollars will be spent. All budgeted items are held constant at last year's level. Also shown is the financial commitment that the university and the Kelce College are making toward this public service project. Twenty percent of Professor Michael Davidsson's work hours are allocated to the project and the research that supports it. To capture the additional indirect costs of office space, utilities, and office equipment use that also support the project, I have estimated these overhead expenditures at the university's federally negotiated recovery rate used for grants and contracts. The university's commitment to this project is approximately \$31,000. Thus, as you can see, this valuable project is truly a joint City-University partnership.

Professor Davidson and I are available to answer any questions or concerns you may have with this request.

Thank you for your support and consideration. The Kelce College of Business is committed to partnering with the City of Pittsburg, the Economic Development Advisory Committee, and the Pittsburg Area Chamber of Commerce in furthering the economic development of our community.

Sincerely,

A handwritten signature in black ink that reads "Paul W. Grimes". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Paul W. Grimes, Dean
Kelce College of Business
Pittsburg State University

**Pittsburg Micropolitan Area Economic Report
Requested Annual Commitment**

Direct Expenditures

| | |
|---|-----------------|
| Printing, Design, and Distribution for <i>Micropolitan Report</i> : | |
| \$2.41 per unit x 1,050 units x 4 quarterly issues | \$10,121 |
| Printing, Design, and Distribution for <i>Annual Profile and Forecast</i> | |
| \$2.88 per unit x 1,050 units | \$ 3,039 |
| Industry Projection Data and Miscellaneous Expenses | \$ 1,300 |
| IMPLAN; training, and data | \$ 5,000 |
| Supplies and other resources | \$ 900 |
| Student Worker Time: | |
| 20 hours per week @ \$7.25 x 32 weeks | <u>\$ 4,640</u> |
| Total Request | <u>\$25,000</u> |

Pitt State and Kelce College of Business In-Kind Contributions

Direct Expenditures

| | |
|--|-----------|
| Faculty Time (Davidsson): 20% salary @ \$80,085 | \$ 16,017 |
| Fringes @ ((% of time x salary base x 18.8%) + (\$10,233 x % of time)) | \$ 5,058 |

Indirect Costs

| | |
|---|------------------|
| Indirect overhead expenditures (facilities and administration), including physical space, utilities, and office equipment use. Estimated at Federal Government recovery rate of 47% | \$ 9,905 |
| University Total | <u>\$ 30,980</u> |



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: June 6, 2018

SUBJECT: June 12, 2018 Agenda Item
Moderate Income Housing extension request

In October of 2015, the Pittsburgh city commission approved a \$200,000 injection into a building rehabilitation project at 602 & 604 North Broadway. This injection from the Revolving Loan Fund (RLF) matched \$200,000 from a Kansas Housing Resources Corporation (KHRC) grant and \$200,000 in in-kind work done by the building owner, John Kutz. The KHRC moderate income housing grant program leverages state funds against those raised on the local level, along with private investment by downtown property owners.

The project called for the addition of six upstairs apartments, although Mr. Kutz is also remodeling the first level as well. Phase two of the project will include three commercial spaces and one residential space downstairs.

As the project is behind schedule, Mr. Kutz has requested a six-month extension to draw down on the remainder of his \$90,516 available from the RLF. This would complement a similar extension granted by the KHRC regarding the moderate income housing grant.

The Economic Development Advisory Committee (EDAC) considered this request at its June 6, 2018, meeting and voted unanimously to recommend approval of the six-month extension request.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign them.

602 & 604 N. Broadway Project Update 5/4/2018

Full architectural plans and design including mechanical, electrical, HVAC & structural. The plans have been in a constant state of renovation and improvement. At last count there has been 21 revisions. As more of the discovery process has been done, the plans have evolved to not only address problems but to capitalize on unique features not known in the beginning. I feel like we have put in the work to produce a quality product, that not only gives a nod to and respects the past but will stand the test of time and make the building last for another 100 years.

Permits and building services-All plans have been approved by the City of Pittsburg. All permits and inspections have been secured and preformed. At the request of Building Services and the Fire department a 1-hour fire wall was constructed sealing off the construction area from any living areas. Fire extinguishers & alarms have also been installed.

Gutting-18 40-yard dumpsters as well as 60 3-yard dumpsters of debris has been removed from the properties. 304 lbs. of copper wire and plumbing have been removed and recycled. Almost 2 tons of scrap iron has been removed and recycled from the properties. Including drain pipe, plumbing, conduit, window weights and appliances. All molding and architectural items have been salvaged from the property, as well as dimensional lumber from the original 1898 construction, 1920's, 1950's and 1970's remodels. The back, interior stairs and basement stairs have been removed and recycled. Most of the plaster & lath has been removed. The entire 1st floor had to be gutted as well as the basement. More than 900' of gas line has been removed from the building.

Roof-The back 50' of the building at 602 required a tear off & decking. Some of the structural members needed re-supported or replaced. A new roof was put on that section and the entire roof was given a coating in preparation for a new foam roof that will be put over the entire building. This will give the property a 20 year warranty on the roof. Both the north, south and west parapet walls have been spot tuck pointed and flashing and cant strips were installed where needed. Seven old A/C condensing units were removed from the roof and two from the side of the building. Curb and flashing details have been installed in preparation for the new units. Eight chimneys were taken out and the void was insulated, sealed and a new clay parapet cap was installed. This gives not only a seamless look to the exterior but abates areas of water infiltration. The back gutter has been removed.

Tuck pointing, cleaning and brick replacement-The brick dividing wall between apartments #3 and #4 (original back wall of 1898 building) had structural problems. New beams over opening were installed as well as the main hallway opening enlarged by 16". Both sides of the wall were tuck pointed and cleaned. This turned it into a feature wall for both apartments. All bricks were cleaned of plaster and a mortar reveal tooled and acid washed.

Windows & doors- 45 windows have been removed and new windows that are the original opening size installed. The brick area surrounding the openings were repaired and new treated blocking was mortared in and the opening was bucked out with treated lumber before installation of the windows. When the first batch of windows arrived, it was discovered that of the 22 only 12 windows were the correct size. This measurement was from Home Depot's installer. All of the windows were credited but this still cost a lot of time and labor. The back area where the exterior fire escape will be installed, two existing windows were made into door openings.

Floor and occupancy separation-The floor that divides the 1st and 2nd floors are of 1-hour construction. Floor joists were repaired, leveled and supported. All holes and penetrations were filled. The ceiling on the 1st floor was leveled and a 4' opening was cut in the ceiling. Loose fill insulation was blown into the floor cavity. It was estimated that it would take 31 bags of insulation, but it actually ended up taking 93 bags of insulation to fill the voids. The ceiling of the first floor was sheet rocked. The sheet rock finisher is about 90% done. The 2nd floor was required to have 5/8 OSB sub-floor installed. I opted to use 3/4 tongue and groove flooring to help alleviate any bounce, wave or sound transference. This was all shimmed to level and screwed down.

2nd floor ceiling-On the 2nd floor ceiling, a beam was installed above the original rafters dividing the ceiling and roof joists from a 24' span to a 12' span. The ceiling joists were then tied to the roof rafter every 6' dividing up the span once again. Treated blocking was installed between each ceiling joist and regular block was installed every 6'. The ceiling joists and roof rafters are tied together where the two meet at the brick walls. This design is for any wind uplift and insures that the ceiling structure stays level and true.

Walls & Stairs-Framing has been completed on most of the apartments. An old window shaft of 5' X 19' was discovered and the space has been recaptured in to a livable area for that apartment. This includes placement of a load bearing beam and installation of a 3-hour party wall. The front entry steps have been repaired, rebuilt and prepared for metal diamond plate to be installed as the finish product.

Basement-The basement was the Alley Bar/Pizza in the 1960's and 1970's. All of the old equipment, bar, bathrooms, etc. was water logged and moldy. The entire place had to be gutted. The walls and ceilings were painted black and there were major water and moisture problems. A sump pump hole was cut into the concrete floor and a sump pump installed that discharges to the outside. The ceilings, walls and floors were all pressure washed. The ceiling was of old bead-board construction and the bad boards were replaced and all of the holes patched. The foundation was tuck pointed as needed and the stone wall that divides the basement & crawl space was repaired. The basement wall from grade down was coated with a binding cement called "Titewall", the walls were then painted with a product called "Dry-lock" by UGL. Although this has corrected the majority of the water problems there is still some dampness that will be addressed.

Fire sprinkler-Fire Systems Technology, Inc is installing the fire suppression system. They are in the process of drawing up the CAD drawing. The system will be metal pipe exposed in the basement and 1st floor and will be plastic pipe installed above the ceilings with only the heads exposed on the 2nd floor.

Out for bid-The (MEP) Mechanical, electrical and plumbing contracts are all out for bid. The fire escape manufacture and installation is also out to bid. The turret roof will be a rubber roof shingle that looks like black slate. It is a class A fire rated shingle. The replacement of the roof has been contracted to Bennie Romesburg and a down payment has been paid.

Summary-The building envelope is dry and water tight. The occupancy separation that divides the residential from the commercial is complete. The building has floors, walls and a roof that are structurally sound and fairly flat and level. The interior walls are up. The next phase is to manage all of the sub-contracting trades.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: June 5, 2018

SUBJECT: Memo Agenda Item – June 12, 2018
KDOT Agreement for Bridge Replacement Project on K-126 (4th Street) over the KCS Railroad

KDOT continues to work on the Bridge Replacement Project on K-126 (4th Street) over the KCS tracks. Right-of-Way acquisition is underway and KDOT has sent the City an agreement for the project. The agreement covers several items such as the City's responsibility for trail/sidewalk, utility relocation, and other similar items. The City would not have any cost in the construction of the Bridge Replacement Project. Staff has reviewed the agreement and recommends approval of the agreement.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action necessary will be the approval or disapproval of entering into the agreement with KDOT for the Bridge Replacement on K-126 (4th Street) over the KCS Railway and authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.

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

Attachment: Proposed KDOT Agreement – K-126 (4th Street) Bridge Replacement

Cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT NO. 126-19 KA-3103-01
BRIDGE REPLACEMENT
CITY OF PITTSBURG, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Pittsburg, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized a bridge replacement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The Secretary desires to construct the Project on K-126, a city connecting link for the State Highway System, and the City agrees to the Project in the City.
- D. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.
- E. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the State of Kansas and federal requirements.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Pittsburg, Kansas, with its place of business at 201 W 4th St, Pittsburg, KS 66762.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
5. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
6. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
8. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
9. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
10. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
11. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
12. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
13. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **bridge replacement (Bridge #039 over KCS Railway) on K-126, located 0.47 miles east of the US-69 Business and K-126 junction in Pittsburg, Kansas**, and is the subject of this Agreement.
14. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
15. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
16. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.
2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.
5. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
6. **Utilities.**
 - (a) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.
 - (b) **Cost of Relocation.**
 - (i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2010 Census), the Secretary agrees to be responsible for the expense to remove

or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.

(ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** The City shall, by resolution or other official act, authorize the Secretary to undertake and complete the Project within the corporate limits of the City. The City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Right of Way.**

(a) **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City, including any land owned or controlled by a land bank formed under K.S.A. 12-5901 et seq., lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project.

(b) **Cooperation in Right of Way Acquisition.** The City acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The City will cooperate in that purpose, as necessary, for completion of the Project.

3. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Use of Right of Way.** All Right of Way provided for the Project shall be used solely for public highway purposes.

6. **Trails and Sidewalks on KDOT Right of Way.** With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed pursuant to the Design Plans, the City agrees as follows:

(a) **City Responsible for Repairs and Providing Alternative Accessible Routes.** The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of K-126. If the construction or maintenance of K-126 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of K-126 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(b) **Interference with KDOT Right of Way.** If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(c) **Incorporation of Trail/Sidewalk into Local Transportation System.** The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(d) **Maintenance.** When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City’s absolute duty and obligation to maintain the Trail/Sidewalk.

7. **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

8. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

9. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

3. **City Ordinances.** The Secretary is not required to follow any city zoning ordinances in the Design, Construction or Maintenance of the Project.

4. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

5. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

10. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: June 5, 2018

SUBJECT: Memo Agenda Item – June 12, 2018
Pedestrian Crossing Agreement With KCS on South Rouse

The City has continued efforts to improve bicycle and pedestrian travel around the community. A pedestrian crossing over the KCS tracks on South Rouse would connect the trail system on the south side of the tracks as well as PSU to the Pitsco/Sunflower trail that was constructed three years ago. The pedestrian crossing would involve KCS installing a 40-foot extension of the concrete crossing surface. The estimated cost of the KCS's improvements is \$52,589.00. Grant funding and trail funds would pay for the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action necessary will be the approval or disapproval of entering into the Pedestrian Crossing Agreement with KCS Railway Company and authorize the deposit for \$52,589.00 to KCS for the proposed work and authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.

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

Attachment: Proposed Pedestrian Crossing Agreement with KCS

Cc: Tammy Nagel, City Clerk
Project File
Memo File

PEDESTRIAN CROSSING AGREEMENT

This AGREEMENT ("Agreement") is entered into this ____ day of _____, 2018 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "KCS" (KCS sometimes referred to herein as "Railroad"), with its principal offices at 427 West 12th Street, Kansas City, MO 64105, and the **CITY OF PITTSBURG, KANSAS**, a Kansas municipal corporation, called herein "City," with mailing address of P.O. Box 688, Pittsburg, KS 66762 (KCS and the City being sometimes individually referred to as a "Party" and sometimes together referred to herein as "Parties").

RECITALS

WHEREAS, there is an existing public road crossing in Pittsburg, Kansas, where Rouse Street crosses KCS's main line at Mile Post 130.91 on the Heavener Subdivision, DOT No. 330257V ("Crossing"); and

WHEREAS, City desires to modify the Crossing by installing a 40.625' extension of the concrete crossing surface at the Crossing for purposes of a pedestrian sidewalk, as indicated on Exhibit "A" hereto ("Project"); and

WHEREAS, KCS is agreeable to the extension of the crossing surface for the sidewalk and KCS is agreeable to performing concrete installation and extending the surface to accommodate a sidewalk, but only subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

GRANT OF LICENSE

KCS hereby grants the City a license to maintain (as further defined under City Work below), access and use the extended crossing surface shown in Exhibit A as a pedestrian sidewalk in accordance with the terms and conditions of this Agreement. The use granted herein shall be for public pedestrian use only ("Use").

CITY WORK

City, at its sole cost and expense, shall provide all necessary materials and labor to reconstruct the portions of the at-grade crossings outside the ends of ties. City will install the asphalt sidewalk approaches so that there is no concrete within six feet of the near rail. City shall install proper drainage, pavement markings, close the roadway to all vehicular and truck traffic during construction, arrange for all construction and warning signs and barricades, and be responsible for any required notification of the public.

City shall furnish KCS with a certified copy of the resolution or ordinance adopted by the governing body of City of Pittsburg, Kansas authorizing the Mayor or City Manager to execute this Agreement on behalf of City.

The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Kansas Department of Transportation, if needed. All work will be done in accordance with the Manual on Uniform Traffic Control Devices.

The City acknowledges that KCS's agreement herein and cooperation with the City's effort to extend the aforementioned Crossing surface is based on the circumstances of this Crossing, and is without prejudice to KCS's right to object and to oppose other expansion of or creation of other at-grade crossings.

RAILROAD WORK

KCS shall provide the necessary materials and labor to extend the grade crossing surface from end of tie to end of tie for the at-grade crossing of Rouse St., Mile Post 130.91, DOT No. 330257V on the Heavener Subdivision of KCS's main line in Pittsburg, Kansas.

KCS, as part of this Project as provided in Exhibit "B," and attached and incorporated into this Agreement, will adjust the island circuit used to activate the warning devices by relocating the existing track wires outside of the limits of newly extended crossing.

Upon completion of the Project, the Crossing surface will thereafter be maintained by KCS to the ends of the ties.

COST

The City shall pay 100% of KCS's actual costs of obtaining and installing the new concrete crossing surface panels and signal adjustment including shipping and handling of the materials, and standard additives. KCS estimates the cost of labor and material to be FIFTY-TWO THOUSAND FIVE HUNDRED and EIGHTY – NINE DDOLLARS (\$52,589.00).

Prior to KCS performing any work on this project, City will deposit with FIFTY-TWO THOUSAND FIVE HUNDRED and EIGHTY – NINE DDOLLARS (\$52,589.00). to cover the estimated cost to procure and install the grade crossing surfaces and make signal adjustments, including estimated transportation, shipping and handling costs for the same (the "associated costs"). KCS shall be under no obligation to provide any materials or perform any labor until The City's deposit has been received and cleared KCS's bank. Following completion of the installation, if the actual cost of the Project exceeds the estimated amount stated above, KCS will invoice the City for the difference between the estimated amount and the actual cost, and the City shall pay that additional invoice within 30 days after the date it is sent. If the estimated amount exceeds the actual cost, KCS shall refund to the City the amount of that excess.

CITY USE

The Crossing may only be used when it is safe to do so, and then only for the Use defined herein for members of the public (the public users of such Crossing being hereinafter referred to as "City's Licensees"). City shall, and shall instruct City's Licensees, to stop at least fifteen feet (15') from the nearest rail of the Crossing, look in both directions and listen before proceeding across the Crossing. City and City's Licensees shall only proceed across the Crossing if it is safe to do so. City shall not permit the use of the Crossing at any time when City has knowledge that the Crossing is unsafe for any reason. Without limiting the foregoing, City shall not use the Crossing or permit others to use the Crossing at any time when locomotives, cars or other rail mounted vehicles are moving toward the Crossing and are visible from the Crossing or can be heard at the Crossing.

FLAGGING

If during installation, maintenance or removal of the Crossing approaches or the performance of any other work by the City the equipment, workers or materials of the City are expected to be within twenty-five feet (25') of the center line of the nearest track, then the City will (unless otherwise agreed in writing by KCS, in KCS's sole discretion) notify KCS at least twenty-one (21) days in advance of the planned work and KCS shall provide a KCS-qualified flagman at the City's sole expense. The City will, and will require the City's workers, to follow the safety instructions of the flagman. KCS may, in its sole discretion, determine

not to provide a flagman if railroad operations will not be conducted on KCS's track during the period when the City's equipment, workers or materials will be within twenty-five feet (25') of the center line of Railroads' closest track. If KCS makes such a determination, KCS will so advise the City.

RAILROAD USE

Railroad reserves the right to use the Crossing and approaches. Railroad reserves for itself, its grantees, licensees, lessees, successors and assigns all rights and interest in the right-of-way, tracks and other facilities, including, without limitation, the right to construct, reposition or expand its tracks, wires, pipelines, fiber optic lines, conduits, poles and other structures above, on and below the surface of the right-of-way. In the event that the Crossing, approaches or drainage facilities reasonably must be modified to accommodate a change in the existing Railroad or Railroad-permitted facilities on the right-of-way, KCS shall make the necessary changes to Railroad facilities and the Crossing surface, and City shall make any necessary changes to the approaches and drainage facilities.

ASSUMPTION OF RISK

KCS and other rail carriers operate locomotives, cars and other equipment over the Crossing. City assumes all risk of loss, damage and injury arising out of use of the Crossing by City's Licensees. Use of the Crossing will expose City's Licensees to the risk of property damage, injury and death.

INDEMNITY

CITY SHALL INDEMNIFY AND HOLD HARMLESS KCS AND ALL OTHER RAILROADS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE CROSSING, APPROACHES, DRAINAGE STRUCTURES OR WARNING SIGNS. CITY'S FOREGOING OBLIGATION SHALL ALSO EXTEND TO ALL OTHER RAILROAD COMPANIES OPERATING OVER THE TRACKS OF RAILROAD AT THE CROSSING, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS OF RAILROAD AND ANY OTHER COMPANY ENTITLED TO THE PROTECTIONS OF THIS PARAGRAPH. CITY EXPRESSLY ACCEPTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE ABOVE DESCRIBED RAILROADS AND PERSONS AGAINST THEIR OWN NEGLIGENCE.

INSURANCE

So long as this Agreement is in effect, City agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of five million dollars (\$5,000,000.00) per occurrence. In addition, City shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railroad's property. City must also provide a Railroad Protective Liability Insurance policy naming the Railroad as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railroad. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during

the term of the Agreement. A certificate of insurance will be provided to Railroad by City, reasonably satisfactory to Railroad in form and content, evidencing that all required coverage is in force and has been endorsed to provide that no policy will be canceled or materially altered without first giving Railroad thirty (30) day's prior written notice. Commercial general liability policy will name Railroad as additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railroad. All policies will be primary to any insurance or self-insurance Railroad may maintain for acts or omissions of City or anyone for whom City is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of City. City will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits City's liability to Railroad to the limits of insurance certified or carried by City. If City utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the City. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or City must certify that City has acquired sufficient coverage to supplement the deficiency of subcontractor.

TERM

This Agreement may be terminated by either Party at any time, with or without cause, by giving the other Party thirty (30) days advance written notification of termination. In addition, Railroad may terminate this Agreement by providing City with written notification of termination at any time City is in default. Should this Agreement terminate or be terminated for any reason whatsoever, the Parties agree that such termination shall fully satisfy all rights of City to the use and maintenance of the Crossing and that City shall under no circumstance assert otherwise. **ALL RIGHTS OF INDEMNITY GRANTED RAILROAD AND ANY OTHER RAILROAD USING THE CROSSING, AND ITS AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR TEN (10) YEARS FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.** City and Railroad agree that the termination of this Agreement shall be an agreement between them for the removal of the Crossing by Railroad, and that should any law or regulation require obtaining approval of any governmental entity prior to removal of the Crossing, both City and Railroad shall support such removal before such governmental entity. This obligation shall survive the termination of this Agreement.

DEFAULT

City shall strictly perform each term and condition of this Agreement. Should City fail to perform as required by this Agreement, then City must remedy its failure or default within the earlier of (a) ten (10) days written notice by Railroad of the failure or default or (b) City's actual knowledge of the failure or default. City's failure or refusal to remedy the failure or default within ten (10) days, or such greater time as Railroad may in its reasonable discretion allow (or substantially commence remedying a failure or default that reasonably will require more than ten (10) days to remedy), shall constitute a Default under this Agreement.

CLOSURE

Upon termination of this Agreement, City's license to cross the tracks and right-of-way of Railroad shall end. City acknowledges and agrees that this Agreement grants the public users of the Crossing only

the right to use the Crossing so long as this Agreement (or any replacement agreement which may be entered between the Parties) shall remain in force, and that the public shall not, by use of the Crossing, acquire any right of access to cross Railroad's right of way that survives the termination of this Agreement (or any replacement agreement which may be entered between the Parties).

ENVIRONMENT

City and City's Licensees shall not use, release or dispose of any hazardous wastes, substances or materials on or near Railroad's right-of-way or on the Crossing. City shall be solely responsible for removing any such wastes, substances and materials used, released or disposed of by City and remedying any damage caused by City's failure to comply with this paragraph.

City and City's Licensees shall comply with all applicable ordinances, governmental permit applications, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railroad. **IF, AS A RESULT OF CITY'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY CITY, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), CITY SHALL INDEMNIFY AND SAVE HARMLESS RAILROAD FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILROAD, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL SECTION, CITY AGREES TO INDEMNIFY, AND SAVE HARMLESS RAILROAD, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILROAD'S EMPLOYEES OR PROPERTY, OR TO CITY OR CITY'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, TO THE EXTENT ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE BREACH OF THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF CITY AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS UNDER THIS AGREEMENT.

LAWS

Each party hereto shall comply with all applicable equal employment opportunity laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. **The parties hereby incorporate the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 29 CFR Section Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."**

Railroad and City in their performance under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Crossing is located.

VENUE

Any action to interpret or enforce this Agreement must be brought in either the Circuit Court of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri. The City irrevocably submits itself to the jurisdiction of these courts and agrees not to raise any claim of lack of jurisdiction, lack of venue, or inconvenient forum.

ASSIGNMENT

This Agreement may be freely assigned by Railroad without the consent of City, and it shall automatically inure to the benefit of Railroad's successors. City may not assign or transfer this Agreement or transfer any of its rights under this Agreement to a third party without the prior written consent of KCS. Any assignment or permit granted by City in violation of this paragraph shall be void and of no effect.

NO WAIVER

The failure of Railroad to enforce any of its rights under this Agreement shall not be deemed to constitute a waiver of Railroad's right to enforce such provision in the future or the waiver of any other right Railroad may have.

SEVERANCE

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that portion of the Agreement shall be deemed to be severed from the Agreement and the remainder of the Agreement shall survive.

EMERGENCY

In the event of an emergency condition or situation at the Crossing requiring immediate attention, repair or action, City shall contact KCS at 877-KCS-XING (877-527-9464).

NOTICES

Any correspondence required or permitted under this Agreement, except an emergency notice to KCS or MSLLC, shall be sent to each Party by first class mail, national overnight delivery service, or hand delivered to the following addresses:

KCS: The Kansas City Southern Railway Company
 Attn.: Carmen Wallace
 4601 Hilry Huckaby III Avenue
 Shreveport, Kansas 71107

With a copy to: JLL – Rail Practice Group
 4200 Buckingham Road, Suite 110
 Fort Worth, Texas 76155
 Phone: 817-230-2688

City: City of Pittsburg
 P.O. Box 688
 Pittsburg, KS 66762
 Attn.: _____

Any Party may change its address by providing the other Parties written notice of the new address.

SURVIVAL

All obligations of the City arising or based upon facts occurring prior to termination, for indemnity or to reimburse KCS for any cost or expense, and the duty to barricade the road sidewalk where it entered the right-of-way, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the Parties hereto in duplicate the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY CO.

Approved as to legal form: _____
Associate General Counsel

Name: _____
Title: _____
Date: _____

CITY OF PITTSBURG, KANSAS

Name: _____
Title: _____
Date: _____

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| C-CHECK | VOID CHECK | V | 5/18/2018 | | | 182118 | | |
| C-CHECK | VOID CHECK | V | 5/18/2018 | | | 182119 | | |
| C-CHECK | VOID CHECK | V | 5/25/2018 | | | 182175 | | |
| C-CHECK | VOID CHECK | V | 5/25/2018 | | | 182176 | | |

| | | | | |
|---------------------|----|----------------|-----------|--------------|
| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| 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: | 4 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| | | | | | |
|------------------------|---------|----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: * | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| | | 4 | 0.00 | 0.00 | 0.00 |
| BANK: * | TOTALS: | 4 | 0.00 | 0.00 | 0.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0026 | STANDARD INSURANCE COMPANY | D | 6/01/2018 | | | 000000 | | 1,360.38 |
| 0224 | KDOR | D | 6/05/2018 | | | 000000 | | 7,790.68 |
| 0321 | KP&F | D | 5/18/2018 | | | 000000 | | 42,246.25 |
| 0321 | KP&F | D | 6/01/2018 | | | 000000 | | 42,021.55 |
| 0728 | ICMA | D | 5/18/2018 | | | 000000 | | 777.30 |
| 0728 | ICMA | D | 6/01/2018 | | | 000000 | | 777.30 |
| 1050 | KPERS | D | 5/18/2018 | | | 000000 | | 38,441.34 |
| 1050 | KPERS | D | 6/01/2018 | | | 000000 | | 37,376.00 |
| 3570 | AMERICAN EXPRESS, INC | D | 6/04/2018 | | | 000000 | | 321.07 |
| 4520 | ETS CORPORATION | D | 6/04/2018 | | | 000000 | | 9,420.84 |
| 5677 | BANK OF AMERICA, INC | D | 6/05/2018 | | | 000000 | | 943.33 |
| 5904 | TASC | D | 5/18/2018 | | | 000000 | | 6,410.30 |
| 5904 | TASC | D | 6/01/2018 | | | 000000 | | 6,317.80 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 5/18/2018 | | | 000000 | | 4,146.00 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 6/01/2018 | | | 000000 | | 4,121.00 |
| 6952 | ADP INC | D | 5/18/2018 | | | 000000 | | 5,405.91 |
| 6952 | ADP INC | D | 5/25/2018 | | | 000000 | | 753.32 |
| 7285 | ALLSTATE BENEFITS | D | 5/30/2018 | | | 000000 | | 821.35 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 5/18/2018 | | | 000000 | | 1,377.40 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 5/25/2018 | | | 000000 | | 1,854.80 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 6/01/2018 | | | 000000 | | 1,818.60 |
| 7630 | LIBERTY NATIONAL | D | 6/05/2018 | | | 000000 | | 1,840.09 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7877 | CORESOURCE | D | 5/17/2018 | | | 000000 | | 34,872.47 |
| 7877 | CORESOURCE | D | 5/24/2018 | | | 000000 | | 15,438.07 |
| 7877 | CORESOURCE | D | 5/31/2018 | | | 000000 | | 25,888.21 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 5/21/2018 | | | 000583 | | 672.41 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 5/21/2018 | | | 000584 | | 2,359.64 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 5/21/2018 | | | 000585 | | 1,272.85 |
| 0077 | THE LITTLE SHOP OF FLOWERS | E | 5/21/2018 | | | 000586 | | 80.00 |
| 0101 | BUG-A-WAY INC | E | 5/21/2018 | | | 000587 | | 110.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 5/21/2018 | | | 000588 | | 40.11 |
| 0117 | THE MORNING SUN | E | 5/21/2018 | | | 000589 | | 227.77 |
| 0202 | CLIFF HIX ENGINEERING INC | E | 5/21/2018 | | | 000590 | | 97.50 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 5/21/2018 | | | 000591 | | 143.70 |
| 0276 | JOE SMITH COMPANY, INC. | E | 5/21/2018 | | | 000592 | | 315.29 |
| 0332 | PITTCRAFT PRINTING | E | 5/21/2018 | | | 000593 | | 280.00 |
| 0335 | CUSTOM AWARDS, LLC | E | 5/21/2018 | | | 000594 | | 93.85 |
| 0345 | VICTOR L PHILLIPS CO | E | 5/21/2018 | | | 000595 | | 130.68 |
| 0429 | LORD ELECTRIC | E | 5/21/2018 | | | 000596 | | 60.00 |
| 0577 | KANSAS GAS SERVICE | E | 5/21/2018 | | | 000597 | | 71.46 |
| 0597 | MIDWEST MINERALS INC | E | 5/21/2018 | | | 000598 | | 354.51 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 5/21/2018 | | | 000599 | | 27.00 |
| 0823 | TOUCHTON ELECTRIC INC | E | 5/21/2018 | | | 000600 | | 60.00 |
| 1033 | BOLLINGER GROUP, LLC | E | 5/21/2018 | | | 000601 | | 100.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1490 | ESTHERMAE TALENT | E | 5/21/2018 | | | 000602 | | 25.00 |
| 1767 | KIM VOGEL | E | 5/21/2018 | | | 000603 | | 171.20 |
| 1792 | B&L WATERWORKS SUPPLY, LLC | E | 5/21/2018 | | | 000604 | | 4,736.85 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 5/21/2018 | | | 000605 | | 1,477.52 |
| 2707 | THE LAWNSCAPE COMPANY, INC. | E | 5/21/2018 | | | 000606 | | 900.00 |
| 2825 | KANSAS DEPT OF ADMINISTRATION | E | 5/21/2018 | | | 000607 | | 451.43 |
| 2960 | PACE ANALYTICAL SERVICES INC | E | 5/21/2018 | | | 000608 | | 2,964.00 |
| 3281 | USA BLUE BOOK | E | 5/21/2018 | | | 000609 | | 748.18 |
| 4059 | PSU - PRINTING & DESIGN SERVI | E | 5/21/2018 | | | 000610 | | 56.57 |
| 4307 | HENRY KRAFT, INC. | E | 5/21/2018 | | | 000611 | | 258.52 |
| 4956 | YAMAHA COMMERCIAL FINANCE, U.S | E | 5/21/2018 | | | 000612 | | 2,790.00 |
| 5014 | MID-AMERICA SANITATION | E | 5/21/2018 | | | 000613 | | 60.00 |
| 5711 | SHAWNEE MISSION FORD | E | 5/21/2018 | | | 000614 | | 95,562.00 |
| 5800 | INFRASTRUCTURE TECHNOLOGIES LL | E | 5/21/2018 | | | 000615 | | 1,500.00 |
| 5855 | SHRED-IT US JV LLC | E | 5/21/2018 | | | 000616 | | 318.63 |
| 6175 | HENRY C MENGHINI | E | 5/21/2018 | | | 000617 | | 405.00 |
| 6230 | THE MAZUREK LAW OFFICE LLC | E | 5/21/2018 | | | 000618 | | 420.00 |
| 6807 | ENVIRONMENTAL RESOURCES | E | 5/21/2018 | | | 000619 | | 312.75 |
| 7038 | SIGNET COFFEE ROASTERS | E | 5/21/2018 | | | 000620 | | 41.25 |
| 7167 | MAILFINANCE, INC | E | 5/21/2018 | | | 000621 | | 345.93 |
| 7655 | HW ACQUISITIONS, PA | E | 5/21/2018 | | | 000622 | | 876.25 |
| 5340 | COMMERCE BANK TRUST | E | 5/30/2018 | | | 000625 | | 31,427.18 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0046 | ETTINGERS OFFICE SUPPLY | E | 5/29/2018 | | | 000626 | | 514.80 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 5/29/2018 | | | 000627 | | 189.52 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 5/29/2018 | | | 000628 | | 12.59 |
| 0101 | BUG-A-WAY INC | E | 5/29/2018 | | | 000629 | | 60.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 5/29/2018 | | | 000630 | | 353.65 |
| 0112 | MARRONES INC | E | 5/29/2018 | | | 000631 | | 151.25 |
| 0272 | BO'S 1 STOP INC | E | 5/29/2018 | | | 000632 | | 598.32 |
| 0276 | JOE SMITH COMPANY, INC. | E | 5/29/2018 | | | 000633 | | 650.07 |
| 0292 | UNIFIRST CORPORATION | E | 5/29/2018 | | | 000634 | | 41.20 |
| 0294 | COPY PRODUCTS, INC. | E | 5/29/2018 | | | 000635 | | 1,522.21 |
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 5/29/2018 | | | 000636 | | 1,084.57 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 5/29/2018 | | | 000637 | | 215.81 |
| 0332 | PITTCRAFT PRINTING | E | 5/29/2018 | | | 000638 | | 259.11 |
| 0335 | CUSTOM AWARDS, LLC | E | 5/29/2018 | | | 000639 | | 640.10 |
| 0364 | CRAWFORD COUNTY SHERIFF'S DEPA | E | 5/29/2018 | | | 000640 | | 5,314.00 |
| 0414 | SELLERS EQUIPMENT INC | E | 5/29/2018 | | | 000641 | | 1,336.40 |
| 0516 | AMERICAN CONCRETE CO INC | E | 5/29/2018 | | | 000642 | | 5,024.37 |
| 0661 | SAFETY-KLEEN SYSTEMS INC | E | 5/29/2018 | | | 000643 | | 50.00 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 5/29/2018 | | | 000644 | | 1,018.90 |
| 0806 | JOHN L CUSSIMANIO | E | 5/29/2018 | | | 000645 | | 275.00 |
| 0866 | AVFUEL CORPORATION | E | 5/29/2018 | | | 000646 | | 21,451.82 |
| 0870 | PENNINGTON SEED INC | E | 5/29/2018 | | | 000647 | | 1,396.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 5/29/2018 | | | 000648 | | 1,632.30 |
| 1576 | PAVING MAINTENANCE SUPPLY INC | E | 5/29/2018 | | | 000649 | | 3,092.50 |
| 1733 | BOYD METALS OF JOPLIN INC | E | 5/29/2018 | | | 000650 | | 120.00 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 5/29/2018 | | | 000651 | | 911.19 |
| 2582 | DLT SOLUTIONS, LLC. | E | 5/29/2018 | | | 000652 | | 4,570.36 |
| 2994 | COMMERCIAL AQUATIC SERVICE INC | E | 5/29/2018 | | | 000653 | | 5,817.26 |
| 3185 | JOHN W. PETERSON | E | 5/29/2018 | | | 000654 | | 125.00 |
| 3192 | MUNICIPAL CODE CORP | E | 5/29/2018 | | | 000655 | | 484.00 |
| 3248 | AIRGAS USA LLC | E | 5/29/2018 | | | 000656 | | 1,291.33 |
| 3261 | PITTSBURG AUTO GLASS | E | 5/29/2018 | | | 000657 | | 100.00 |
| 3376 | ALL STAR PRO GOLF INC | E | 5/29/2018 | | | 000658 | | 203.15 |
| 4307 | HENRY KRAFT, INC. | E | 5/29/2018 | | | 000659 | | 32.22 |
| 5049 | CRH COFFEE INC | E | 5/29/2018 | | | 000660 | | 47.50 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 5/29/2018 | | | 000661 | | 4,392.09 |
| 5393 | CARLOS ANGELES | E | 5/29/2018 | | | 000662 | | 25.00 |
| 5855 | SHRED-IT US JV LLC | E | 5/29/2018 | | | 000663 | | 144.00 |
| 6117 | ALEXANDER OPEN SYSTEMS, INC | E | 5/29/2018 | | | 000664 | | 1,912.50 |
| 6175 | HENRY C MENGHINI | E | 5/29/2018 | | | 000665 | | 150.00 |
| 6203 | THE SOUTHWEST PAPER CO INC | E | 5/29/2018 | | | 000666 | | 315.62 |
| 6402 | BEAN'S TOWING & AUTO BODY | E | 5/29/2018 | | | 000667 | | 1,696.00 |
| 7028 | MATTHEW L. FRYE | E | 5/29/2018 | | | 000668 | | 400.00 |
| 7038 | SIGNET COFFEE ROASTERS | E | 5/29/2018 | | | 000669 | | 46.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7401 | JAMI L CROWDER | E | 5/29/2018 | | | 000670 | | 1,840.17 |
| 7515 | ASPEN CHEMICAL & SUPPLY | E | 5/29/2018 | | | 000671 | | 114.35 |
| 7611 | STEVENSONS BUSINESS PRODUCTS | E | 5/29/2018 | | | 000672 | | 60.00 |
| 7655 | HW ACQUISITIONS, PA | E | 5/29/2018 | | | 000673 | | 112.50 |
| 7731 | LINDA C BAKER | E | 5/29/2018 | | | 000674 | | 13.00 |
| 7735 | ELIZABETH KING | E | 5/29/2018 | | | 000675 | | 2.00 |
| 7744 | DARREN L SWARTZ | E | 5/29/2018 | | | 000676 | | 9.00 |
| 7745 | SANDY L GOLAY | E | 5/29/2018 | | | 000677 | | 10.00 |
| 7749 | CHARLIE PHILLIPS | E | 5/29/2018 | | | 000678 | | 3.00 |
| 7751 | MATTHEW DEMOSS | E | 5/29/2018 | | | 000679 | | 17.00 |
| 7776 | ANDREW POMMERT | E | 5/29/2018 | | | 000680 | | 40.00 |
| 7841 | AD-WEAR & SPECIALTY OF TEXAS I | E | 5/29/2018 | | | 000681 | | 2,368.13 |
| 7905 | FAITHFUL OAKS, LLC | E | 5/29/2018 | | | 000682 | | 14.00 |
| 0581 | ADVANCED REFRIGERATION HEATING | E | 6/04/2018 | | | 000795 | | 7.20 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 6/04/2018 | | | 000796 | | 681.05 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 6/04/2018 | | | 000797 | | 4,077.05 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 6/04/2018 | | | 000798 | | 223.99 |
| 0062 | LINDSEY SOFTWARE SYSTEMS, INC. | E | 6/04/2018 | | | 000799 | | 932.00 |
| 0101 | BUG-A-WAY INC | E | 6/04/2018 | | | 000800 | | 60.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 6/04/2018 | | | 000801 | | 784.91 |
| 0112 | MARRONES INC | E | 6/04/2018 | | | 000802 | | 42.70 |
| 0117 | THE MORNING SUN | E | 6/04/2018 | | | 000803 | | 257.87 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 6/04/2018 | | | 000804 | | 330.04 |
| 0335 | CUSTOM AWARDS, LLC | E | 6/04/2018 | | | 000805 | | 79.96 |
| 0345 | VICTOR L PHILLIPS CO | E | 6/04/2018 | | | 000806 | | 115.66 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 6/04/2018 | | | 000807 | | 55.90 |
| 0534 | TYLER TECHNOLOGIES INC | E | 6/04/2018 | | | 000808 | | 390.00 |
| 0710 | HOLLAND ALIGNMENT | E | 6/04/2018 | | | 000809 | | 119.90 |
| 0806 | JOHN L CUSSIMANIO | E | 6/04/2018 | | | 000810 | | 275.00 |
| 0844 | HY-FLO EQUIPMENT CO | E | 6/04/2018 | | | 000811 | | 35.00 |
| 1075 | COASTAL ENERGY CORP | E | 6/04/2018 | | | 000812 | | 2,059.05 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 6/04/2018 | | | 000813 | | 286.21 |
| 1490 | ESTHERMAE TALENT | E | 6/04/2018 | | | 000814 | | 25.00 |
| 1631 | RUTH WEGNER | E | 6/04/2018 | | | 000815 | | 39.24 |
| 1792 | B&L WATERWORKS SUPPLY, LLC | E | 6/04/2018 | | | 000816 | | 8,093.32 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 6/04/2018 | | | 000817 | | 368.89 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 6/04/2018 | | | 000818 | | 724.98 |
| 4307 | HENRY KRAFT, INC. | E | 6/04/2018 | | | 000819 | | 154.12 |
| 5464 | TURN-KEY MOBILE INC | E | 6/04/2018 | | | 000820 | | 1,659.83 |
| 5566 | VINYLPLEX INC | E | 6/04/2018 | | | 000821 | | 9,510.00 |
| 5640 | CORRECT CARE SOLUTIONS LLC | E | 6/04/2018 | | | 000822 | | 177.56 |
| 6079 | AIRTEX MANUFACTURING LLLP | E | 6/04/2018 | | | 000823 | | 17,750.00 |
| 6630 | PATRICK WALKER | E | 6/04/2018 | | | 000824 | | 210.00 |
| 7038 | SIGNET COFFEE ROASTERS | E | 6/04/2018 | | | 000825 | | 41.25 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7240 | JAY HATFIELD CERTIFIED USED CA | E | 6/04/2018 | | | 000826 | | 644.95 |
| 7283 | CORESOURCE, INC | E | 6/04/2018 | | | 000827 | | 43,103.81 |
| 7427 | OLSSON ASSOCIATES, INC | E | 6/04/2018 | | | 000828 | | 1,267.89 |
| 7611 | STEVENSONS BUSINESS PRODUCTS | E | 6/04/2018 | | | 000829 | | 60.00 |
| 7795 | LEADEN PROPERTIES LLC | E | 6/04/2018 | | | 000830 | | 6,767.83 |
| 7906 | ARNETT GLASS | E | 6/04/2018 | | | 000831 | | 1,352.00 |
| 2876 | A-PLUS CLEANERS & LAUNDRY | R | 5/18/2018 | | | 182106 | | 665.50 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 5/18/2018 | | | 182107 | | 17.22 |
| 0523 | AT&T | R | 5/18/2018 | | | 182108 | | 2,300.07 |
| 7856 | BARDAVON HEALTH INNOVATIONS, L | R | 5/18/2018 | | | 182109 | | 900.00 |
| 5506 | MIKE E BROWN | R | 5/18/2018 | | | 182110 | | 240.00 |
| 1 | BROWN, ALYSIA RACHELL | R | 5/18/2018 | | | 182111 | | 1,000.00 |
| 6956 | BSN SPORTS, INC | R | 5/18/2018 | | | 182112 | | 619.90 |
| 7481 | TIMOTHY CASHERO | R | 5/18/2018 | | | 182113 | | 240.00 |
| 33516 | CITY OF PITTSBURG | R | 5/18/2018 | | | 182114 | | 405.00 |
| 6865 | MICHAEL S COLE | R | 5/18/2018 | | | 182115 | | 200.00 |
| 0748 | CONRAD FIRE EQUIPMENT INC | R | 5/18/2018 | | | 182116 | | 1,722.30 |
| 7657 | COPY PRODUCTS, INC. | R | 5/18/2018 | | | 182117 | | 2,131.08 |
| 1 | COULTER, SARINA | R | 5/18/2018 | | | 182120 | | 60.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 5/18/2018 | | | 182121 | | 22.58 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 5/18/2018 | | | 182122 | | 397.00 |
| 6581 | KANSAS CITY AUDIO-VISUAL | R | 5/18/2018 | | | 182123 | | 25,594.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6656 | KNIPP EQUIPMENT INC | R | 5/18/2018 | | | 182124 | | 695.00 |
| 7190 | LEXISNEXIS RISK DATA MANAGEMEN | R | 5/18/2018 | | | 182125 | | 381.92 |
| 6750 | HW LOCHNER, BWR DIVISION | R | 5/18/2018 | | | 182126 | | 14,780.61 |
| 7543 | ERIK DAVID LYONS | R | 5/18/2018 | | | 182127 | | 240.00 |
| 1 | MARTINEZ, MALAKAH YAPAH | R | 5/18/2018 | | | 182128 | | 1,726.00 |
| 7716 | JORDAN MEADOWS | R | 5/18/2018 | | | 182129 | | 1,830.00 |
| 7697 | MARTIN MEDINA | R | 5/18/2018 | | | 182130 | | 200.00 |
| 0187 | PITTSBURG ROTARY CLUB | R | 5/18/2018 | | | 182131 | | 1,750.00 |
| 7897 | ROBINSON CONSTRUCTION | R | 5/18/2018 | | | 182132 | | 188,000.00 |
| 7899 | SARAH RUNYON | R | 5/18/2018 | | | 182133 | | 341.65 |
| 7771 | D & M RYAN, INC | R | 5/18/2018 | | | 182134 | | 84.25 |
| 1 | SMITH, LORI | R | 5/18/2018 | | | 182135 | | 65.00 |
| 7892 | KIRSTEN STEINLE | R | 5/18/2018 | | | 182136 | | 240.00 |
| 7532 | CRAIG TAYLOR | R | 5/18/2018 | | | 182137 | | 240.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 5/18/2018 | | | 182138 | | 61.85 |
| 0093 | US POST OFFICE | R | 5/18/2018 | | | 182139 | | 214.00 |
| 7488 | UV DOCTOR LAMPS LLC | R | 5/18/2018 | | | 182140 | | 1,155.19 |
| 6893 | DAVID VANBECELAERE | R | 5/18/2018 | | | 182141 | | 80.00 |
| 1108 | WESTAR ENERGY | R | 5/18/2018 | | | 182142 | | 357.51 |
| 6840 | JAMIE M WILSON | R | 5/18/2018 | | | 182143 | | 240.00 |
| 1 | WUTKE, ROBIN | R | 5/18/2018 | | | 182144 | | 65.00 |
| 5371 | PITTSBURG FAMILY YMCA | R | 5/18/2018 | | | 182145 | | 294.20 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 5/25/2018 | | | 182155 | | 17.22 |
| 5561 | AT&T MOBILITY | R | 5/25/2018 | | | 182156 | | 97.53 |
| 6956 | BSN SPORTS, INC | R | 5/25/2018 | | | 182157 | | 274.66 |
| 0748 | CONRAD FIRE EQUIPMENT INC | R | 5/25/2018 | | | 182158 | | 393.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 5/25/2018 | | | 182159 | | 22.58 |
| 6088 | EMERGENCY RESPONSE SOLUTIONS, | R | 5/25/2018 | | | 182160 | | 846.23 |
| 6740 | FELD FIRE | R | 5/25/2018 | | | 182161 | | 270.00 |
| 6358 | FIRE X INC | R | 5/25/2018 | | | 182162 | | 220.00 |
| 1 | HARRY HYNES HOSPICE | R | 5/25/2018 | | | 182163 | | 40.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 5/25/2018 | | | 182164 | | 230.22 |
| 7680 | IMA, INC. | R | 5/25/2018 | | | 182165 | | 3,125.00 |
| 7901 | KANSAS CROSSING CASINO | R | 5/25/2018 | | | 182166 | | 1,200.00 |
| 7903 | TAMMY L KLENKLEN | R | 5/25/2018 | | | 182167 | | 6.00 |
| 7904 | MICHELLE MCCLURE | R | 5/25/2018 | | | 182168 | | 5.00 |
| 7151 | TOTALFUNDS | R | 5/25/2018 | | | 182169 | | 1,500.00 |
| 1 | OLIVER, JAMES | R | 5/25/2018 | | | 182170 | | 148.77 |
| 0175 | REGISTER OF DEEDS | R | 5/25/2018 | | | 182171 | | 106.00 |
| 7270 | SECURITY 1ST TITLE, LLC | R | 5/25/2018 | | | 182172 | | 240.00 |
| 5904 | TASC | R | 5/25/2018 | | | 182173 | | 2,177.10 |
| 2350 | WASTE CORPORATION OF MISSOURI | R | 5/25/2018 | | | 182174 | | 920.56 |
| 1108 | WESTAR ENERGY | R | 5/25/2018 | | | 182177 | | 2,619.13 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 6/01/2018 | | | 182186 | | 37.29 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7646 | CUMMINS, INC. | R | 6/01/2018 | | | 182187 | | 2,162.71 |
| 1 | DOTTERER, CAROL | R | 6/01/2018 | | | 182188 | | 250.00 |
| 6740 | FELD FIRE | R | 6/01/2018 | | | 182189 | | 170.00 |
| 1 | HAAS, LISA | R | 6/01/2018 | | | 182190 | | 20.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 6/01/2018 | | | 182191 | | 299.04 |
| 7907 | KAREN'S DANCE STUDIO INC | R | 6/01/2018 | | | 182192 | | 6,662.56 |
| 7845 | MAGID GLOVE & SAFETY MFG CO LL | R | 6/01/2018 | | | 182193 | | 91.20 |
| 7716 | JORDAN MEADOWS | R | 6/01/2018 | | | 182194 | | 915.00 |
| 7697 | MARTIN MEDINA | R | 6/01/2018 | | | 182195 | | 1,280.00 |
| 6806 | RED MUNICIPAL & INDUSTRIAL EQU | R | 6/01/2018 | | | 182196 | | 208.70 |
| 1 | SNODGRASS, CONNIE | R | 6/01/2018 | | | 182197 | | 250.00 |
| 4932 | ACCURACY, INC | R | 6/01/2018 | | | 182198 | | 298.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 6/01/2018 | | | 182199 | | 61.85 |
| 0081 | JOYE VAN GORDEN | R | 6/01/2018 | | | 182200 | | 38.60 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 6/01/2018 | | | 182201 | | 226.04 |
| 1108 | WESTAR ENERGY | R | 6/01/2018 | | | 182202 | | 191.62 |
| 5371 | PITTSBURG FAMILY YMCA | R | 6/01/2018 | | | 182203 | | 306.66 |
| 7908 | TIFFANY JARMAN | R | 6/01/2018 | | | 182204 | | 116.63 |
| 6887 | TRAVIS CARLTON | R | 6/01/2018 | | | 182205 | | 80.00 |
| 6865 | MICHAEL S COLE | R | 6/01/2018 | | | 182206 | | 100.00 |
| 0753 | COUNTY OF CRAWFORD | R | 6/05/2018 | | | 182235 | | 75.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
|-------------|------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS: | 81 | 277,856.73 | 0.00 | 277,856.73 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 25 | 292,541.36 | 0.00 | 292,541.36 |
| EFT: | 135 | 329,380.05 | 0.00 | 329,380.05 |
| 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

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: 80144TOTALS: | 241 | 899,778.14 | 0.00 | 899,778.14 |
| BANK: 80144 TOTALS: | 241 | 899,778.14 | 0.00 | 899,778.14 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7213 | TIMOTHY HENDERSON | E | 5/21/2018 | | | 000623 | | 1,115.00 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|----------------|-----------|--------------|
| 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: | 1 | 1,115.00 | 0.00 | 1,115.00 |
| 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

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: EFT TOTALS: | 1 | 1,115.00 | 0.00 | 1,115.00 |
| BANK: EFT TOTALS: | 1 | 1,115.00 | 0.00 | 1,115.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 5/16/2018 THRU 6/05/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7579 | ROBERT COBB | E | 6/04/2018 | | | 000683 | | 632.00 |
| 7581 | REX LINVILLE | E | 6/04/2018 | | | 000684 | | 553.00 |
| 7717 | LAWRENCE E GIGER | E | 6/04/2018 | | | 000685 | | 472.00 |
| 7837 | CHANTAL SARKY | E | 6/04/2018 | | | 000686 | | 300.00 |
| 0372 | CONNER REALTY | E | 6/04/2018 | | | 000687 | | 702.00 |
| 0855 | CHARLES HOSMAN | E | 6/04/2018 | | | 000688 | | 24.00 |
| 1008 | BENJAMIN M BEASLEY | E | 6/04/2018 | | | 000689 | | 1,133.00 |
| 1231 | JOHN LOVELL | E | 6/04/2018 | | | 000690 | | 1,230.00 |
| 1337 | DOUGLAS E THOMAS | E | 6/04/2018 | | | 000691 | | 159.00 |
| 1609 | PHILLIP H O'MALLEY | E | 6/04/2018 | | | 000692 | | 5,102.53 |
| 1638 | VERNON W PEARSON | E | 6/04/2018 | | | 000693 | | 884.00 |
| 1688 | DORA WARE | E | 6/04/2018 | | | 000694 | | 259.00 |
| 1982 | KENNETH N STOTTS, SR | E | 6/04/2018 | | | 000695 | | 540.00 |
| 2304 | DENNIS HELMS | E | 6/04/2018 | | | 000696 | | 222.00 |
| 2624 | ESTATE OF JAMES ZIMMERMAN | E | 6/04/2018 | | | 000697 | | 200.00 |
| 2850 | VENITA STOTTS | E | 6/04/2018 | | | 000698 | | 277.00 |
| 2913 | KENNETH N STOTTS JR | E | 6/04/2018 | | | 000699 | | 272.00 |
| 3067 | STEVE BITNER | E | 6/04/2018 | | | 000700 | | 2,490.00 |
| 3082 | JOHN R JONES | E | 6/04/2018 | | | 000701 | | 350.00 |
| 3114 | PATRICIA BURLESON | E | 6/04/2018 | | | 000702 | | 1,068.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 6/04/2018 | | | 000703 | | 1,045.45 |
| 3162 | THOMAS A YOAKAM | E | 6/04/2018 | | | 000704 | | 221.00 |

VENDOR SET: 99 City of Pittsburgh, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 5/16/2018 THRU 6/05/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 3193 | WILLIAM CROZIER | E | 6/04/2018 | | | 000705 | | 695.00 |
| 3218 | CHERYL L BROOKS | E | 6/04/2018 | | | 000706 | | 371.00 |
| 3272 | DUNCAN HOUSING LLC | E | 6/04/2018 | | | 000707 | | 3,317.23 |
| 3273 | RICHARD F THENIKL | E | 6/04/2018 | | | 000708 | | 762.00 |
| 3294 | JOHN R SMITH | E | 6/04/2018 | | | 000709 | | 322.00 |
| 3593 | REMINGTON SQUARE APARTMENTS , | E | 6/04/2018 | | | 000710 | | 9,180.05 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 6/04/2018 | | | 000711 | | 2,750.00 |
| 3724 | YVONNE L. ZORNES | E | 6/04/2018 | | | 000712 | | 601.00 |
| 3746 | JAROLD BONBRAKE | E | 6/04/2018 | | | 000713 | | 483.00 |
| 3946 | THOMAS E SPURGEON | E | 6/04/2018 | | | 000714 | | 1,384.69 |
| 4054 | MICHAEL A SMITH | E | 6/04/2018 | | | 000715 | | 1,319.00 |
| 4177 | MT RENTALS LLC | E | 6/04/2018 | | | 000716 | | 483.00 |
| 4218 | MEADOWLARK TOWNHOUSES | E | 6/04/2018 | | | 000717 | | 3,749.00 |
| 4492 | PITTSBURG SENIORS | E | 6/04/2018 | | | 000718 | | 3,486.00 |
| 4786 | JENNIFER STANLEY | E | 6/04/2018 | | | 000719 | | 540.00 |
| 4928 | PITTSBURG STATE UNIVERSITY | E | 6/04/2018 | | | 000720 | | 500.00 |
| 5039 | VANETA MATHIS | E | 6/04/2018 | | | 000721 | | 273.00 |
| 5227 | HELEN R BROYLES | E | 6/04/2018 | | | 000722 | | 698.04 |
| 5393 | CARLOS ANGELES | E | 6/04/2018 | | | 000723 | | 3,571.75 |
| 5549 | DELBERT BAIR | E | 6/04/2018 | | | 000724 | | 295.00 |
| 5653 | PEGGY HUNT | E | 6/04/2018 | | | 000725 | | 109.00 |
| 5656 | EARL HARTMAN | E | 6/04/2018 | | | 000726 | | 800.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 5/16/2018 THRU 6/05/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5658 | DEANNA J HIGGINS | E | 6/04/2018 | | | 000727 | | 189.00 |
| 5676 | BARBARA TODD | E | 6/04/2018 | | | 000728 | | 51.00 |
| 5796 | JOHN A ESLICK | E | 6/04/2018 | | | 000729 | | 600.00 |
| 5834 | DENNIS TROUT | E | 6/04/2018 | | | 000730 | | 383.00 |
| 5885 | CHARLES T GRAVER | E | 6/04/2018 | | | 000731 | | 390.00 |
| 5906 | JOHN HINRICHS | E | 6/04/2018 | | | 000732 | | 268.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 6/04/2018 | | | 000733 | | 5,471.00 |
| 5961 | LARRY VANBECELAERE | E | 6/04/2018 | | | 000734 | | 425.00 |
| 6002 | SALLY THRELFALL | E | 6/04/2018 | | | 000735 | | 351.00 |
| 6090 | RANDAL BENNEFELD | E | 6/04/2018 | | | 000736 | | 598.00 |
| 6130 | T & K RENTALS LLC | E | 6/04/2018 | | | 000737 | | 433.00 |
| 6150 | JAMES L COX RENTALS | E | 6/04/2018 | | | 000738 | | 577.00 |
| 6161 | MICHAEL J STOTTS | E | 6/04/2018 | | | 000739 | | 171.00 |
| 6172 | ANDREW ALEX WACHTER | E | 6/04/2018 | | | 000740 | | 293.00 |
| 6227 | REGGIE BOLLINGER | E | 6/04/2018 | | | 000741 | | 736.00 |
| 6269 | EDWARD SWOR | E | 6/04/2018 | | | 000742 | | 669.00 |
| 6295 | DAVID L PETERSON | E | 6/04/2018 | | | 000743 | | 995.00 |
| 6298 | KEVAN L SCHUPBACH | E | 6/04/2018 | | | 000744 | | 8,692.60 |
| 6306 | BALKANS DEVELOPMENT LLC | E | 6/04/2018 | | | 000745 | | 531.00 |
| 6322 | R JAMES BISHOP | E | 6/04/2018 | | | 000746 | | 901.00 |
| 6391 | DOWNTOWN PITTSBURG HOUSING PAR | E | 6/04/2018 | | | 000747 | | 1,539.00 |
| 6394 | KEVIN HALL | E | 6/04/2018 | | | 000748 | | 2,530.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 5/16/2018 THRU 6/05/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6441 | HEATHER D MASON | E | 6/04/2018 | | | 000749 | | 902.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 6/04/2018 | | | 000750 | | 298.00 |
| 6655 | B&H DEVELOPERS, INC | E | 6/04/2018 | | | 000751 | | 4,175.00 |
| 6657 | OZARKS AREA COMMUNITY ACTION C | E | 6/04/2018 | | | 000752 | | 449.63 |
| 6673 | JUDITH A COLLINS | E | 6/04/2018 | | | 000753 | | 650.00 |
| 6694 | DELBERT BAIR | E | 6/04/2018 | | | 000754 | | 474.00 |
| 6708 | CHARLES MERTZ | E | 6/04/2018 | | | 000755 | | 294.00 |
| 6726 | BEAU JEPSON | E | 6/04/2018 | | | 000756 | | 296.00 |
| 6868 | DAVID SIMPSON (308) | E | 6/04/2018 | | | 000757 | | 210.00 |
| 6886 | DELBERT BAIR | E | 6/04/2018 | | | 000758 | | 479.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 6/04/2018 | | | 000759 | | 3,103.00 |
| 6953 | CARL ULEPICH | E | 6/04/2018 | | | 000760 | | 336.00 |
| 7024 | KIMBERLY GRISSOM | E | 6/04/2018 | | | 000761 | | 550.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 6/04/2018 | | | 000762 | | 5,323.00 |
| 7112 | RANDY VILELA | E | 6/04/2018 | | | 000763 | | 806.00 |
| 7220 | TIMOTHY ADAM | E | 6/04/2018 | | | 000764 | | 182.00 |
| 7222 | MICHAEL WILBER | E | 6/04/2018 | | | 000765 | | 122.00 |
| 7294 | AMMP PROPERTIES, LLC | E | 6/04/2018 | | | 000766 | | 812.00 |
| 7312 | JASON HARRIS | E | 6/04/2018 | | | 000767 | | 466.00 |
| 7326 | RANDY ALLEE | E | 6/04/2018 | | | 000768 | | 742.42 |
| 7344 | TERRY O BARTLOW | E | 6/04/2018 | | | 000769 | | 307.00 |
| 7524 | SOUTHEAST KANSAS COMMUNITY ACT | E | 6/04/2018 | | | 000770 | | 2,599.62 |

VENDOR SET: 99 City of Pittsburgh, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 5/16/2018 THRU 6/05/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7562 | THOMAS E SILOVSKY | E | 6/04/2018 | | | 000771 | | 262.00 |
| 7582 | KIRK A DUNCAN | E | 6/04/2018 | | | 000772 | | 326.00 |
| 7612 | ENDICOTT RENTALS, LLC | E | 6/04/2018 | | | 000773 | | 720.00 |
| 7645 | SEWARD RENTALS, LLC | E | 6/04/2018 | | | 000774 | | 692.00 |
| 7654 | ALICIA PEINE | E | 6/04/2018 | | | 000775 | | 1,817.00 |
| 7659 | CHARLES R ALLEN | E | 6/04/2018 | | | 000776 | | 850.00 |
| 7668 | JOHN BEST | E | 6/04/2018 | | | 000777 | | 592.00 |
| 7669 | CHARLES GILMORE | E | 6/04/2018 | | | 000778 | | 540.00 |
| 7741 | SUSAN E ADAMS | E | 6/04/2018 | | | 000779 | | 217.00 |
| 7777 | DELBERT BAIR | E | 6/04/2018 | | | 000780 | | 380.00 |
| 7781 | TAWIL PROPERTIES, LLC | E | 6/04/2018 | | | 000781 | | 317.00 |
| 7805 | KIRK DARROW | E | 6/04/2018 | | | 000782 | | 316.00 |
| 7861 | CLARENCE M TRENT 2017 FAMILY T | E | 6/04/2018 | | | 000783 | | 238.00 |
| 7864 | CB HOMES LLC | E | 6/04/2018 | | | 000784 | | 603.00 |
| 7866 | JAMES MICHAEL HORTON | E | 6/04/2018 | | | 000785 | | 526.00 |
| 5393 | CARLOS ANGELES | E | 6/04/2018 | | | 000832 | | 700.00 |
| 6585 | CLASS HOMES 1 LLC | R | 6/01/2018 | | | 182178 | | 141.00 |
| 6182 | ALAN FELDHAUSEN | R | 6/01/2018 | | | 182179 | | 887.00 |
| 7616 | STEVE KUPLIN | R | 6/01/2018 | | | 182180 | | 375.00 |
| 1601 | GRAIG MOORE | R | 6/01/2018 | | | 182181 | | 897.00 |
| 1800 | DAN RODABAUGH | R | 6/01/2018 | | | 182182 | | 1,251.00 |
| 6451 | NAZAR SAMAN | R | 6/01/2018 | | | 182183 | | 352.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 5/16/2018 THRU 6/05/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0472 | LARRY SPRESSER, LLC | R | 6/01/2018 | | | 182184 | | 421.00 |
| 4636 | WESTAR ENERGY, INC. (HAP) | R | 6/01/2018 | | | 182185 | | 1,568.90 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS: | 8 | 5,892.90 | 0.00 | 5,892.90 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 104 | 113,292.01 | 0.00 | 113,292.01 |
| 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

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: HAP TOTALS: | 112 | 119,184.91 | 0.00 | 119,184.91 |
| BANK: HAP TOTALS: | 112 | 119,184.91 | 0.00 | 119,184.91 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1609 | PHILLIP H O'MALLEY | E | 6/04/2018 | | | 000786 | | 500.00 |
| 3082 | JOHN R JONES | E | 6/04/2018 | | | 000787 | | 350.00 |
| 3241 | CHARLES P SIMPSON | E | 6/04/2018 | | | 000788 | | 645.00 |
| 3593 | REMINGTON SQUARE APARTMENTS , | E | 6/04/2018 | | | 000789 | | 300.00 |
| 5534 | SYCAMORE VILLAGE APARTMENTS | E | 6/04/2018 | | | 000790 | | 1,138.00 |
| 6295 | DAVID L PETERSON | E | 6/04/2018 | | | 000791 | | 465.00 |
| 6298 | KEVAN L SCHUPBACH | E | 6/04/2018 | | | 000792 | | 250.00 |
| 7326 | RANDY ALLEE | E | 6/04/2018 | | | 000793 | | 495.00 |
| 7654 | ALICIA PEINE | E | 6/04/2018 | | | 000794 | | 700.00 |

| | | | | |
|---------------------|---------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| 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 | 4,843.00 | 0.00 | 4,843.00 |
| 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

| | | | | |
|-----------------------------------|-----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: TBRA TOTALS: | 9 | 4,843.00 | 0.00 | 4,843.00 |
| BANK: TBRA TOTALS: | 9 | 4,843.00 | 0.00 | 4,843.00 |
| REPORT TOTALS: | 363 | 1,024,921.05 | 0.00 | 1,024,921.05 |

Passed and approved this 12th day of June, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: June 7, 2018

SUBJECT: June 12, 2018 Agenda Item
Physi-Kuhl Therapy project request

Alex Kuhlman, a physical therapist currently living in Pittsburgh but employed by Oswego Community Hospital, has proposed to open his own physical therapy facility in Pittsburgh. Mr. Kuhlman would like to open his practice at 722 North Broadway, the vacant property just south of Happy Nails. This property is owned by John Do, but Mr. Kuhlman would be responsible for the build-out construction estimated at approximately \$25,000.

Mr. Kuhlman has secured private financing to acquire the initial equipment needed to start Physical-Kuhl Therapy, but has also requested a \$25,000 loan from the Revolving Loan Fund (RLF). This would cover the cost of the build-out construction.

The Economic Development Advisory Committee (EDAC) considered this request at its June 6, 2018, meeting and voted unanimously to recommend approval of a \$25,000 loan to Physi-Kuhl Therapy for the purpose of starting a physical therapy clinic at 722 North Broadway. This loan would be repaid over five years with an interest rate of 5%.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign them.



722 N. BROADWAY
PITTSBURG, KS 66762

P 620-687-0978
F 620-687-0978

www.kuhltherapies.com

May 25, 2018

Revolving Loan Fund Committee, City of Pittsburg

Dear Committee Members:

Contained in this letter is a simple overview of my strategic plan to generate revenue and grow my physical therapy clinic. My primary goal is to provide outpatient physical therapy services to the community of Pittsburg and surrounding areas of Crawford, Cherokee, Bourbon, and Labette Counties. Outpatient services refer to patients who choose to enter my clinic for physical therapy services whether they are referred by a physician/practitioner or if they walk in without a referral ("Direct Access"). I've attached two excel files that contain both my expected monthly/annual expenses as well as a projected revenue file. Found in the *Projected Revenue* file is the average reimbursement (across insurance companies) per visit that can be expected in the outpatient setting. This value is between \$95-\$108 per visit, therefore the expected income is as follows:

- 5 patients daily = ~\$125,000 gross income annually
- 10 patients daily = ~\$250,000 gross income annually
- 15 patients daily = ~\$375,000 gross income annually

What is not found in the *Projected Revenue* file is my supplemental income and/or my "plan B." In the last two months I have obtained three different home health physical therapy contracts (1099) to provide services for the following home health agencies: Angels Care Home Health of Pittsburg, Home Town Health Care of Oswego, and HealthPRO Heritage Therapy Services out of Kansas City that itself contracts with numerous home health companies throughout southeast Kansas. These contracts will reimburse me between \$75-\$90 per visit, depending on the type of visit. These contracts will allow for supplemental income, through my tax ID number, if for some reason I struggle to generate the expected outpatient caseload at 722 N. Broadway. The home health income, averaging \$82.50 per visit, can be estimated as follows:

- 2 home health patients daily = ~\$40,000 annually
- 4 home health patients daily = ~\$85,000 annually
- 6 home health patients daily = ~\$125,000 annually

The resources are evident, and the revenue is available. All I have to do is fulfill my professional responsibility with efficiency and professionalism and I will reduce the risk of failing in this business venture. Efficiency will be key, between the initial juggling act of building an outpatient clinic while supplementing my income on the road throughout SE Kansas. However, I am confident that my caseload at 722 N. Broadway will quickly grow and my home health career will fade simultaneously. There are various factors that will contribute to my ability to grow this caseload and they are as follows:

- A strong relationship with Dr. Zafuta (my team doctor while I was a member of the PSU football team)
- A strong relationship with Dr. Stringer (the uncle of one of my friends and teammates, Luke Stringer, while on the PSU football team)



Physi-Kuhl
T H E R A P Y

722 N. BROADWAY
PITTSBURG, KS 66762

P 620-687-0978
F 620-687-0978

www.kuhltherapies.com

However, the most important factor in the growth of my business certainly falls on me. My clinical skills when treating the patient combined with the ability to build a meaningful and genuine interpersonal relationship with that patient is what carried me at Oswego. I encourage the members of this committee to contact any staff member, or patient that may have been impacted by me in the last three years at the Oswego Community Hospital. I took over the therapy department as director (my first job) in 2015. By 2016 the caseload had doubled, and I will leave that position next month after increasing the caseload by almost 500% (468% to be exact) in three years.

I greatly desire to work in Pittsburg, the city where I pay taxes, send my kids to school, and attend church. This move is not financially generated but rather it is family generated. My impact on this community and my generosity will greatly outweigh any grant or contribution that will come my way. I look forward to providing the best physical therapy services in the four-state area and I hope that the city is as excited to have me as I am to have them.

Sincerely,

Alex Kuhlman, DPT
Physi-Kuhl Therapy, LLC
722 N. Broadway Pittsburg, KS 66762
p 620-687-0978
WWW.KUHLTHERAPIES.COM

Fewer Visits
BETTER OUTCOMES

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: June 5, 2018

SUBJECT: Agenda Item – June 12, 2018
All-Quip Final Plat

The Planning Commission/Board of Zoning Appeals held a meeting on May 21, 2018 to review the final plat of the All-Quip Addition. Steve Lewis of Olsson Associates, on behalf of Bob Boys and the City of Pittsburg, has submitted a final plat for review of the area located in the 2800 Block of North Broadway described as: S18, T30, R25, Acres 8.1, BEG 235' S AND 50' W NE COR SE1/4 NE1/4, TH W 1270'(S), S 602'(S), NELY 331.59', NELY 211.05', E 890'(S), N 219', TO POB.

After reviewing the final plat, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend approval of the proposed plat. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

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

Attachment: Final Plat

FINAL PLAT
ALL-QUIP ADDITION
PART OF THE NORTHEAST QUARTER
SECTION 18, TOWNSHIP 30 SOUTH, RANGE 25 EAST
CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS

SE Corner Lot 1, Block 2
Pittsburg Town Center
Point of beginning

N87°41'29"E 30.00'

North Broadway Street

Found iron pin (CLS 20)

12' Utility Easement

30' Building Setback line

S02°34'25"E 217.90'

Set iron pin

Book 606
Page 979

Found 3/4" pipe
Book 615
Page 1001

Unplatted

Book 612
Page 118

Found 5/8" iron pin
(no cap)
NE Corner Lot 4

Book 611
Page 475

Found 1/2" iron pin no cap

5.62'

S05°57'18"E 57.53'

N05°57'18"W 59.29'

Set mag nail in concrete

30' Building Setback line

N02°12'55"W 6.75'

N07°23'09"W 54.15'

N58°14'41"W 65.70'

89.37'

342.03'

12' Utility Easement

Found iron pin (CLS 20)

30' Building Setback Line

12' Utility Easement

781.83'

12' Building Setback Line

N87°41'29"E 1251.40'

12' Utility Easement

68.17'

S45°18'32"W 44.32'

S02°55'34"W 61.21'

S02°12'55"E 6.75'

R=970.00'
L=63.31'

R=1030.00'
L=67.23'

60.10'

S58°41'50"W 211.05'

West line
SE1/4, NE1/4

20' Building Setback line

20' Building Setback line

329.97'

S87°25'03"W 881.05'

Found 3/4" pipe
(Book 5, Page 128)

Deed line per
survey recorded in
Book 5, Page 128

West line of
Miller Addition

Found pipe
(Book 5 Page 128)

Found 1/2 iron pin (no cap)
SW Corner Miller Addition
1.9' south and 9.7' west of
found pipe

S87°26'05"W 47.95'

S06°48'55"W 18.70'

Lot 1
157,505 Sq. Ft.

Lot 2
179,325 Sq. Ft.

Lot 4
Miller Addition

Lot 4
Miller Addition

1" = 50'
0' 25' 50' 100'
SCALE IN FEET

Atkinson Rd.
S. 210th St.
20th St.
Broadway St.

18

SEC. 18, T-30-S, R-25-E
LOCATION MAP
SCALE: 1"=2000'

REVIEW CERTIFICATE

State of Kansas } SS
Crawford County

This plat has been reviewed and approved for filing pursuant to and in compliance with K.S.A. 58-2005 and with the requirements of Crawford County. No other warranties are extended or applied.

Given under my hand and seal this _____ day of _____, 2018.

Ronald K. Albertini LS 823 KS

PLANNING COMMISSION CERTIFICATE

State of Kansas } SS
Crawford County

The dedications shown on this plat are hereby accepted by the Planning Commission this _____ day of _____, 2018.

Attest:

CERTIFICATE OF CITY COMMISSION

State of Kansas } SS
Crawford County

The dedications shown on this plat are hereby accepted by the City Commission of Pittsburg, Kansas on this _____ day of _____, 2018.

City Clerk

President of the Board

COUNTY TREASURER'S CERTIFICATE

I do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in this plat. I further certify that I have received all statutory fees in connection with this plat.

Signed this _____ day of _____, 2018

Crawford County Treasurer: Joe Grisolano

CERTIFICATE OF REGISTER OF DEEDS

State of Kansas } SS
Crawford County

This is to certify that this instrument was filed for record in the register of deeds office on the _____ day of _____, 2018 at _____ M and duly recorded in Book _____, at Page _____ Fee \$ _____.

Given under my hand and seal this _____ day of _____, 2018.

Sandy Casey, Register of Deeds

CERTIFICATE OF TITLE

State of Kansas } SS
Crawford County

Be it known that this plat has been submitted to me, and the subdivider, Bob Boys, owner of All-Quip Addition, owns all of the property within the boundary of this plat in fee. Signed this _____ day of _____, 2018.

By

Printed Name

Title

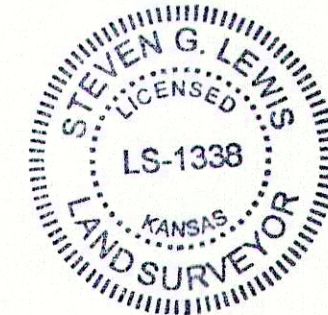
CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

This is to certify that I Steven G. Lewis, have surveyed and subdivided the heretofore described property, as shown by the plat which is a correct representation of said survey and subdivision. All distances are shown in feet and decimals. I further certify that all subdivision regulations of the City of Pittsburg, Kansas have been complied with in preparation of this plat. I further certify that I am authorized by law to make this certification.

Steven G. Lewis, KS LS 1338
Olsson Associates, KS LC 114

4/16/18
Date



BOUNDARY DESCRIPTION

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 18, Township 30 South, Range 25 East, in the City of Pittsburg, Crawford County, Kansas, being a portion of that parcel described in Deed Book 414, Page 195 as recorded in the Office of the Register of Deeds in said Crawford County, Kansas and further described as follows: Beginning at the southeast corner of Lot 1, Block 2 in Pittsburg Town Center, a subdivision in said City of Pittsburg, thence N87°41'29"E, 30.00 feet to a point on the west right-of-way line of North Broadway Street; Thence S02°34'25"E along said west right-of-way line, 217.90 feet to the northeast corner of a parcel described in Book 606, Page 979; Thence S87°25'03"W along the north line of parcels described in said Book 606, Page 979, Book 612, Page 118, Book 615, Page 1001, Book 611, Page 475 and along the north line of Lot 4 in Miller Addition, an addition to said City of Pittsburg, 881.05 feet to an angle point in said Lot 4; Thence S58°41'50"W along the platted boundary of said Lot 4, 211.05 feet; Thence S26°48'25"W along the platted boundary of said Lot 4, 329.97 feet; Thence S87°26'05"W, 47.95 feet to a found pipe; Thence S06°48'55"W, 18.70 feet to point on the west line of said Southeast Quarter of the Northeast Quarter; Thence N02°47'24"W along said west line of the Southeast Quarter of the Northeast Quarter, 631.38 feet to the southwest corner of said Pittsburg Town Center; Thence N87°41'29"E along the south line of said Pittsburg Town Center, 1251.40 feet to the point of beginning.

Subject to any existing easements or restrictions of record.

Containing 8.1 acres, more or less.

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

| | Yes | No | Item |
|------------------------|-----|----|--|
| a) Deed of Record | X | | Book 414 Page 195 Book 603 Page 42 Book 611 Page 475 Book 615 Page 1001 Book 612 Page 118 Book 606 Page 979 |
| b) Filed Maps | X | | Plat of Miller Addition Plat of Schroeder Acres Subdivision Plat of Schroeder Acres Subdivision Plat 2 Plat of Pittsburg Town Center |
| c) Title Search/Binder | | X | Kansas Land Survey Reference Reports |
| d) Other | X | | Kansas Department of Transportation Highway Plans |

2. Certified To: City of Pittsburg, Kansas

This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed during February, March and April of 2018, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "Kansas State Board of Technical Professions". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.

5. Current Zoning: CP-2 Planned General Commercial District
Height Requirements: 35 feet and/or 3 stories
Front Yard Setback: 30 feet
Side Yard Setback: 10 feet
Rear Yard Setback: 20 feet
Minimum Lot Size: 7000 square feet

6. According to F.E.M.A. Flood Insurance Rate Map Community Panel Number: 20037C0337E Effective Date: April 16, 2009 this property is in an area determined to be outside the 0.2% annual chance flood plain and is Zone X.

7. Boundary Closure: 1:72,000

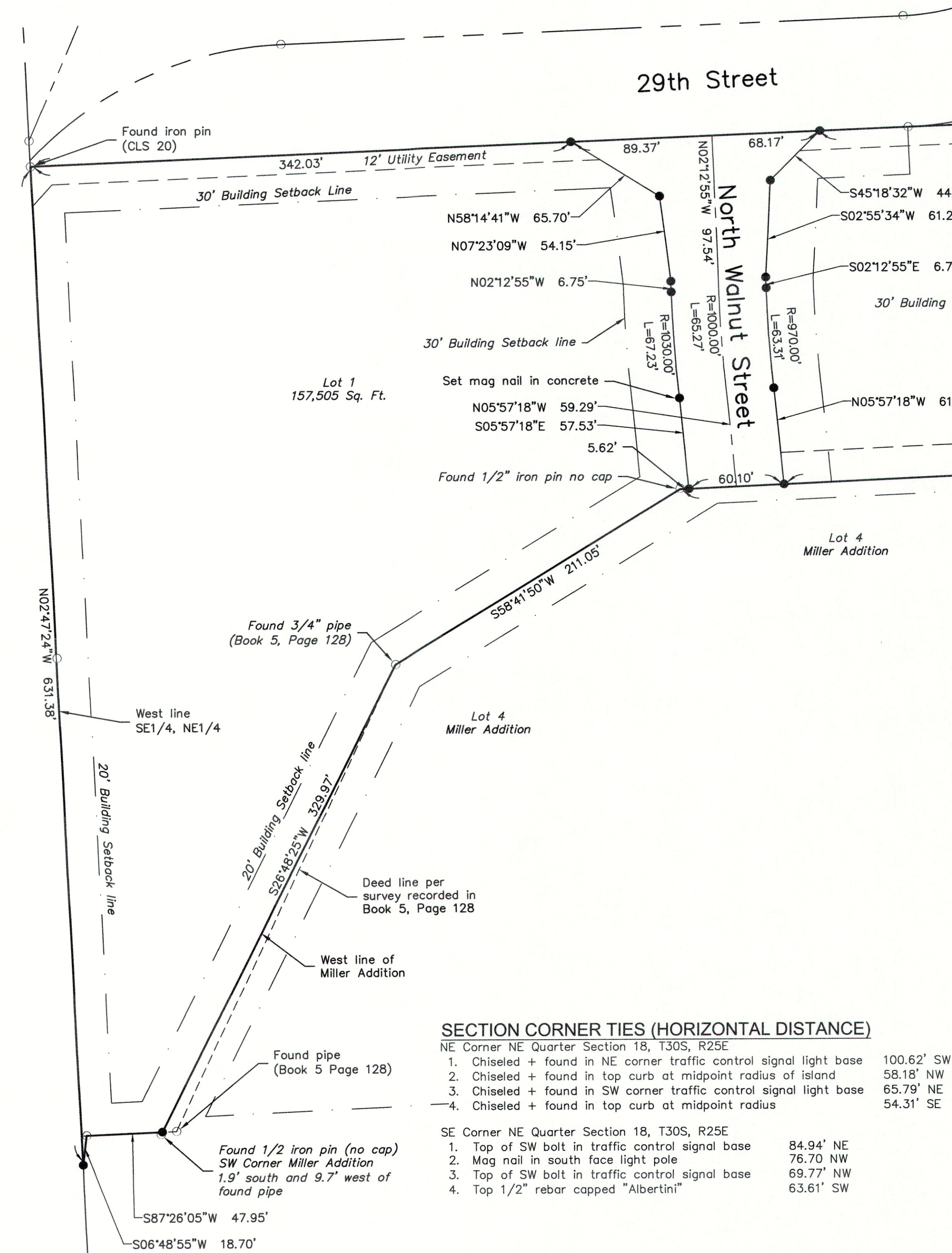
Final Plat for All-Quip Rental & Sales, Inc.

| | DATE | REVISION | BY |
|---------------------------|----------------------|----------|-----|
| drawn by: SGL/DVH | | | |
| surveyed by: BS | | | |
| checked by: | | | |
| approved by: SGL | | | |
| project no.: 017-1053 | | | |
| file name: see plot stamp | | | |
| 03/18 | Original Preparation | | DVH |

OLSSON
ASSOCIATES

702 South Main
Joplin, MO 64801

TEL 417.781.0643
FAX 417.781.4714
www.olsconsulting.com



SECTION CORNER TIES (HORIZONTAL DISTANCE)

NE Corner NE Quarter Section 18, T30S, R25E

1. Chiseled + found in NE corner traffic control signal light base 100.62' SW
2. Chiseled + found in top curb at midpoint radius of island 58.18' NW
3. Chiseled + found in SW corner traffic control signal light base 65.79' NE
4. Chiseled + found in top curb at midpoint radius 54.31' SE

SE Corner NE Quarter Section 18, T30S, R25E

1. Top of SW bolt in traffic control signal base 84.94' NE
2. Mag nail in south face light pole 76.70 NW
3. Top of SW bolt in traffic control signal base 69.77' NW
4. Top 1/2" rebar capped "Albertini" 63.61' SW

OWNER'S CERTIFICATE

State of Kansas } SS
Crawford County

Bob Boys, owner representative for All-Quip, hereby certifies that they are the owner of the land described on this final plat of All-Quip Addition, an addition to the City of Pittsburg, Crawford County, Kansas and they have caused the same to be surveyed and platted as shown on this final plat, which plat represents a correct survey of all property included therein and being a part of the Northeast Quarter of Section 18, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas.

He further certifies that he does hereby dedicate to the public all easements and rights of way as shown on said plat to the use of the public forever, and have caused the same to be released from all encumbrances.

In witness whereof, the undersigned have caused this instrument to be executed on this _____ day of _____, 2018.

Before me, the undersigned, a Notary Public in and for County and State, on this _____ day of _____, 2018, personally appeared Bob Boys, owner of All-Quip Addition to me known to be the identical person who executed this instrument and duly acknowledged the execution of the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My Commission expires _____

Notary Public

PREPARED FOR

City of Pittsburg, KS
201 W. 4th Street
Pittsburg, KS

PREPARED BY

OLSSON ASSOCIATES
306 N. Broadway Suite 175
Pittsburg, KS 66762

BASIS OF BEARINGS
GRID NORTH BASED ON
THE KANSAS COORDINATE
SYSTEM OF 1983, SOUTH
ZONE.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: June 5, 2018

SUBJECT: Memo Agenda Item – June 12, 2018
Engineering Design for 69 Bypass at 20th Street

On February 14, 2017, the City Commission approved a design agreement with TranSystems Corporation for the design of the concrete overlay replacement on the City's portion of the Highway 69 Bypass at 20th Street. TranSystems Corporation held off on starting the design work at the City's request in the hopes that KDOT would be able to replace the state's portion that starts at the intersection and runs to the north. After much discussion and effort, KDOT staff was able to get funding to replace the state's portion at the same time as the City. Through discussion and agreement, the City would design the entire concrete overlay replacement project and KDOT would use those plans to bid and construct the project at KDOT's cost.

Staff worked with TranSystems Corporation to revise the previous scope and fee to include the state's portion of the project. The original fee for design of only the City's portion was \$66,400. The revised fee would now be a not to exceed amount of \$89,260.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 12, 2018. Action necessary will be the approval or disapproval of TranSystems Corporation performing the scoped task as part of their master services agreement the City has with TranSystems Corporation and authorize the Mayor to sign the agreement for the work authorized as part of the attached scope on behalf of the City of Pittsburg.

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

Attachment: Proposed scope of work and not to exceed fee

Cc: Tammy Nagel, City Clerk
Project File
Memo File

**AGREEMENT BETWEEN
City of Pittsburg, Kansas and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2018, by and between City of Pittsburg, Kansas (hereafter referred to as "CLIENT") and TranSystems Corporation (hereinafter referred to as 'TranSystems').

Whereas CLIENT intends to design and construct the following described project:

Concrete Overlay of 69 Bypass: *This project generally consists of design of a 6" concrete overlay near the intersection of 20th street and US 69 (Bypass). The design will include an edge drain system for subsurface water. The project is more fully described in the Project Description section set forth on Exhibit A.*

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

**SECTION 2
ADDITIONAL SERVICES OF TRANSYSTEMS**

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification

requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. Plans will be developed in stages no later than the current Project schedules due dates as issued by KDOT, exclusive of delays beyond the Consultant's control. TRANSYSTEMS shall submit to the City (and to the Secretary of Transportation upon request) progress reports at monthly or mutually agreed intervals in conformity with the official Project schedule. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this

Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

TRANSYSTEMS shall perform the Basic Services described in Exhibit A for a not to exceed amount of \$89,260. TranSystems shall invoice the Client at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect, with the amount not to exceed \$89,260.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. In addition to payments provided for in paragraph 5.1.1, CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable

demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or

procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT'S contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions or [Add applicable sections from "Additional/Alternate contract terms"]

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Mr. Cameron Alden, PE
Director of Public Works
201 W. 4th Street
Pittsburg, Kansas 66762

If to TRANSYSTEMS:

Mr. Shawn Turner, PE
Vice President
115 South 6th
Independence, Ks 67310

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

Because the Secretary of Transportation of the State of Kansas (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 20_____.

City of Pittsburg, Kansas

TranSystems Corporation

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: Shawn Turner
Title: Vice President

Exhibit “A”
Scope of Service
69 Highway Bypass Concrete Overlay
Pittsburg, Kansas

PROJECT UNDERSTANDING

The project shall be designed in conformity with the state design criteria appropriate for the Project in accordance with the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design’s road memorandums, the latest version, as adopted by the Secretary, of the Manual of Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology’s Traffic Engineering Guidelines, and the current version of the KDOT Standard Specification for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions. Other pertinent design guidelines that have been previously approved by KDOT on similar projects may be used and are referenced in the detailed scope below.

The Design Plans shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the above paragraph. The Design Plans will be sealed by the licensed professional engineer responsible for preparation for the Design Plans. In addition, any geological investigations or studies will be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

The general project improvements as agreed upon by the City of Pittsburg and TranSystems generally consists of the design of a concrete overlay of US69 (Bypass) near 20th Street in Pittsburg, Kansas. The approximate project location is illustrated in the shaded area shown in **Figure 1**. This project includes:

- Reviewing existing pavement design reports
- Conducting a new subsurface geological investigation to determine the current conditions of the project
- Preparing a final pavement and drainage recommendation for review
- Providing topographical survey
- Preparing Final Plans for Letting and probable construction cost estimate



Figure 1: Project Location (Pittsburg, KS)

FINAL DELIVERABLES

The City will be provided one full size (22" x 36") electronic PDF set of final plans, one set of half size plans (11"x17") on bond paper and the Engineer's Probable Construction Cost. Project Specific Special Provisions, where applicable, will be written and submitted by TranSystems.

PROJECT TASKS

The study will be conducted in six phases, which are listed below with a brief description for each phase.

Phase 100 – Concept Plans

Data Collection, Survey & Initial Analysis

69/Bypass Concrete Overlay

Phase 200 – Field Check Plans
Phase 300 – Final Check Plans
Phase 400 – Final Plans

Refinement of Project, and detail development
Final Review of plans
Completion of Plans

PHASE 100 - CONCEPT PLANS

Task 100 Survey/Basemap

101. Control - Establish and supplement Horizontal Control throughout the project limits on Kansas State Plane Coordinate System, NAD83 (latest adjustment), South Zone. Reference tie and control sketches on all control points along project. Final data will have a C.A.F (Combined Adjustment Factor) applied to bring to ground distance measurements in U.S. survey feet. Establish and supplement Vertical Control throughout the project limits on NAVD 88 Datum with GEOID12B. Set a minimum of two (2) benchmarks and two (2) horizontal control points along project limits with tied references to their locations.
102. Topographical Survey- A topography survey will be completed for the proposed improvements. Project survey limits will be approximately 1,150' north/south, and 200' either side of the intersection centerline inside existing right of way. The topographic survey along the roadways will consist of a total width of approximately 180'. Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, utilities, drainage structures with measure down information, natural ground elevations, trees 6" or above noted with size and type, curbing, power poles, signs, fences and etc.) Project survey limits will be approximately 75' north and south of the intersection, and 160' east and west of the intersection centerline (approximate limits are shown by the shaded area in Figure 1). Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, utilities, drainage structures with measure down information, natural ground elevations, trees with diameters 6" or above noted with size and type, curbing, power poles, signs, fences and etc.)
103. Utilities- Utilities will be located using the Kansas "One Call" system. The resulting markings will be surveyed at the same time as the topographic survey. No physical locates of any underground utilities will be completed as a part of the survey.
104. Existing storm sewers and channel- Existing storm sewers, storm inlets and channels that have easily accessible manholes will be surveyed and flow lines established by measurements from the rim as part of the topographic survey.
105. Base Map Development- The raw field survey gathered topographic features and utility data will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. Base maps will be prepared in a format consistent with the Kansas Department of Transportation (KDOT). The maps will be prepared in English units and at a scale of 1:20.
106. Right-of-way and Existing Alignment - Obtain necessary research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. Make a reasonable effort (using a metal detector, existing property pin or section corner information) to find existing property corners, quarter section corners and section corners along the project and outside of project if necessary to assist in establishing existing right of way base map. Field survey will be tied to nearest section corners and quarter section corners. Prepare an existing right of way strip map along the project alignment showing but not limited to section lines, property lines, and existing easements.

Task 200 Geologic Investigations

201. Existing Conditions Investigation -These services will include a minimum of seven (7) borings to a depth of 5 feet located at the intersection, midpoints, project ends, and areas with visible pavement failures. The necessary traffic control to accomplish the work will be provided. The location of the borings will also be located for inclusion in the plans.
202. A formal Geotechnical Engineering Report will be prepared, and will include a Site Location Plan, Boring Location Plan, typed boring logs, photographs of the pavement core samples, laboratory test results, results of the DCP testing, and recommendations for pavement rehabilitation design and construction.
202. Pavement & Drainage Design - Prepare a pavement design report for the design service life of the pavement including cost options for subgrade structures and alternative pavement types. Design traffic information determined during the study phase of the project will be provided by TranSystems for use in the ASSHTO pavement designs.

Task 300 Communications

301. Meet with Agencies – Meet in person with City & KDOT Staff to review reports and recommendations prior to moving forward with design plans. The meeting will also address coordination between appropriate parties, plan submittals, schedules and necessary permitting as required for this project.

PHASE 200 - FIELD CHECK PLANS**Task 100 Plans and Estimates**

101. TranSystems will develop the design geometry for the project using the base mapping obtained in the Field Surveys portion of this agreement and in accordance with due consideration for comments received from the meeting with the agencies. Drainage structures will be designed per KDOT criteria, spread widths will be based on City of Wichita/Sedgwick County criteria.
102. Field Check plans will be prepared and submitted in accordance with KDOT policies and practice, and will be approximately 80% complete. The following sheets are anticipated to be included in this submittal:
- Title Sheet
 - Typical Sections/General Notes
 - Roadway Plan and Profile Sheets
 - KDOT Standard Details
 - Miscellaneous Details
 - Standard Details
 - Erosion Control Plans – KDOT typical BMP sheets
 - Signing and Pavement Marking
 - Storm Sewer Profiles
 - Summary of Quantities
 - Traffic Control/ Construction Sequencing (General discussion and overview)
 - Cross Sections (Driveways will be shown in the cross sections)
103. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one

set of full size plans (22"x36") in electronic PDF format to KDOT and City.

Task 200 Communications

201. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments. This task also includes preparation of meeting minutes.

Task 300 Utility Coordination

301. Utility Coordination – In addition to contacting Kansas "One-call", TranSystems will provide Utility Plans to each affected utility company within the project limits. It is anticipated that no utility relocations will be required.

PHASE 300 - FINAL CHECK PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Field Check Plans are approved, Final Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans including the geologic and hydraulic recommendations approved by the Agencies. Final Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 99% complete plans, which will include all of the items in Field Check.
102. TranSystems will submit one full size (22" x 36") electronic PDF copy and estimate to the City and KDOT for review.
103. Special Provisions- Prepare Special Provisions to supplement the City standard construction specifications as needed.
104. QA/QC- Perform quality assurance/quality control reviews of the designs and drawings. Submit 99% signal plans to the City for review.

Task 200 Permitting

201. Permitting – KDOT will handle all environmental clearances associated with the project. TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:
- The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the City of Pittsburg.
 - TranSystems will prepare the KDOT Form 1307 - List of Permits & Status.

PHASE 400 - FINAL PLANS

Task 100 Plans and Estimates

101. Plans Preparation- Once the Final Check Plans are approved, Final plans will be stamped and submitted in accordance with KDOT policies and practice. This should complete the plan production portion of the contract.

Proposal Conditions

The following is a list of conditions that were the basis for this proposal:

- KDOT will advertise and bid the roadway project.
- KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required;
- Existing geometry is to remain. Changes to the current roadway widths and profiles are not anticipated;
- No public meetings have been included as part of this project.
- No aesthetics including special lighting, graphics, form liner, artwork or landscaping are including in the plans.
- Traffic signal design, timings, or modifications are not included in this scope and a separate agreement with the City of Pittsburg will be negotiated if these services are desired.
- English units will be used for this project.
- The scope of work does not include waters of the U.S. mitigation (likely not required).
- It is assumed that others will be providing the following if necessary:
 - Threatened and endangered species surveys and habitat studies.
 - Cultural resource/archaeological surveys.
- Floodplain development permit or FEMA flood map revisions are not included in this contract.
- No right-of-way acquisition is anticipated with this project. Services for negotiating, staking or surveying the proposed property easements, acquisitions or proposed device locations are not included in this contract;
- Should public utilities need to be relocated as a part of this project, e.g. waterline relocations, the City will be responsible for specific relocation work. The design of public utilities are not included in this scope and a separate agreement with the City will be negotiated if these services are desired.
- Microstation V8i or later will be used for CAD file creation to prepare the plans noted herein;
- The selected contractor may enter into a separate agreement with TranSystems regarding the use of the electronic data;
- The Contractor will be required to apply for and acquire any permits necessary for the construction of the project.
- Lane configurations are assumed to match existing lane configurations. Changes to the current roadway widths and profiles are not anticipated;
- No public meeting or council meetings have been included as part of the project.
- Construction Inspection services are available upon request, but are not included in this agreement. A separate agreement with the City and/or KDOT will be negotiated if these services are desired.

It is anticipated that the City will provide the following:

- Review and comment on project design details;
- Provide desired pavement design life and other pertinent data;
- Provide site access for survey and geotechnical investigations;
- Provide rights-of-entry for survey or geotechnical work on private property;
- Any fees required for permits, advertising, or other required documents.
- Provide any notices and space for the public meeting or individual meetings with adjacent property owners.

Design Fee

The above services will be provided at a schedule of rates with a cost not to exceed the following amount:

Project Total: \$89,260

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses



TranSystems Corporation
Schedule of Hourly Rates for 2018
Independence Office

| Classification | Rate | Classification | Rate |
|---|----------|----------------|----------|
| Administrative II | \$87.00 | Planner I | \$91.00 |
| Architect II | \$97.00 | Planner II | \$93.00 |
| Architect IV | \$236.00 | Planner III | \$142.00 |
| Construction Services I | \$60.00 | Planner IV | \$253.00 |
| Construction Services II | \$78.00 | Surveyor I | \$58.00 |
| Construction Services III | \$105.00 | Surveyor II | \$78.00 |
| Construction Services IV | \$155.00 | Surveyor III | \$99.00 |
| Construction Services V | \$225.00 | Surveyor IV | \$113.00 |
| Engineer I | \$92.00 | Surveyor V | \$165.00 |
| Engineer II | \$118.00 | Scientist II | \$102.00 |
| Engineer III | \$165.00 | Technician I | \$80.00 |
| Engineer IV | \$267.00 | Technician II | \$94.00 |
| Engineer V | \$361.00 | Technician III | \$106.00 |
| Civil Engineer I | \$92.00 | Technician IV | \$115.00 |
| Civil Engineer II | \$118.00 | Technician V | \$162.00 |
| Civil Engineer III | \$165.00 | | |
| Civil Engineer IV | \$267.00 | | |
| Civil Engineer V | \$361.00 | | |
| Electrical Engineer IV | \$226.00 | | |
| Structural Engineer II | \$137.00 | | |
| Structural Engineer III | \$186.00 | | |
| Structural Engineer IV | \$227.00 | | |
| Structural Engineer V | \$297.00 | | |
| <ul style="list-style-type: none"> • Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. • Vehicle mileage to be paid at the current IRS rate per mile. • The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2018. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year. | | | |

