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CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, April 23, 2019 5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input

CONSENT AGENDA:

- a. Approval of the April 9, 2019, Pittsburg City Commission Meeting minutes.
- b. Approval of staff recommendation to enter into a three-year lease agreement, with an additional two year option available. with Veritiv Operating Company, successor to Unisource Worldwide, Inc., d/b/a Rollsource, a Delaware corporation, for Lot Three (3) of the Pittsburg Regional Industrial Park in the amount of \$8,343 per month, and authorize the Mayor to execute the agreement on behalf of the City.
- c. Approval of staff recommendation to award the bid for the Cooling Tower Replacement Project at Fire Station #1 to the lowest and/or best responsive bidder, Satterlee Mechanical, of Joplin, Missouri, with a lump sum bid of \$63,700.00, and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- d. Approval of Public Utilities staff request to waive the City bid policy to purchase a Bobcat V519 through the National Joint Purchasing Alliance for use at the Wastewater Treatment Plant for a total purchase price of \$71,547.25 and authorize the issuance of the necessary purchase requisition.
- e. Approval of the Appropriation Ordinance for the period ending April 23, 2019 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATION:

a. SALES TAX STREET PROGRAM - Matt Bacon, Director of Public Utilities, will present an update on the Sales Tax Street Program.

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, April 23, 2019 5:30 PM

CONSIDER THE FOLLOWING:

- a. DISPOSITION OF BIDS 2019 SURFACE PRESERVATION PROJECT Consider staff recommendation to award the bid for the 2019 Surface Preservation Project on North and South Broadway Street (US-69B) and South Stilwell Street to the lowest and/or best responsive bid to Heckert Construction Co., Inc., of Pittsburg, Kansas, with a total bid of \$971,902.94. Approve or disapprove staff recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- b. FIREWORKS STAND LICENSE FEES Continue discussion regarding the annual license fees associated with fireworks stands. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

a. Follow up to Public Input received on April 9th, 2019, regarding breed-specific animal regulations.

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 9th, 2019

A Regular Session of the Board of Commissioners was held at 5:32 p.m. on Tuesday, April 9th, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dan McNally, Dawn McNay and Chuck Munsell.

Mayor O'Bryan led the flag salute.

PUBLIC INPUT -

SILVERBACK LANDING PROJECT - Cheryl Brooks, 1533 Hampton Road, indicated that she is in no way opposed to the Silverback Landing Project. She expressed concern regarding the City's funding of the streets located within the Silverback Land Project.

BREED-SPECIFIC DOG BAN - Jasmine Kyle, 219½ North Broadway, as a community member and on behalf of the Southeast Kansas Human Society, requested the Governing Body remove the breed-specific ban on pit bull dogs. She suggested breed-neutral legislation be adopted to include a requirement for microchipping and spaying/neutering of dogs housed within the City limits.

FIREWORKS STAND LICENSE FEES – Michelle and Doug Sellars, 302 North Labette, Frontenac, Kansas, and owners of BKC Fireworks, encouraged the Governing Body to reduce the City's fireworks stand license fee.

AAA SAFE DRIVING AWARD – Dave Corp, representing the Kansas Department of Transportation, presented the Pittsburg Police Department with the AAA Safe Driving Award.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the March 26th, 2019, City Commission Meeting minutes as presented. Motion carried.

PROPERTY AND LIABILITY INSURANCE – On motion of Munsell, seconded by Chenoweth, the Governing Body approved staff recommendation to renew the City's property and liability insurance policy with the EMC Insurance Company for the period April 1, 2019 to April 1, 2020. Motion carried.

RESOLUTION NO. 1220 - On motion of Munsell, seconded by Chenoweth, the Governing Body adopted Resolution No. 1220, assuring the eligibility of the City of Pittsburg to apply for funds from the Kansas Department of Parks, Wildlife and Tourism for a new splash pad at Schlanger Park and authorized the Mayor to sign all appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 9th, 2019

PITTSBURG STATE UNIVERSITY KELCE COLLEGE OF BUSINESS ECONOMIC RESEARCH PROJECT — On motion of Munsell, seconded by Chenoweth, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) 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 authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the Appropriation Ordinance for the period ending April 9th, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell and O'Bryan. Motion carried.

PURCHASE OF POLICE DEPARTMENT VEHICLE — On motion of O'Bryan, seconded by McNally, the Governing Body approved staff request to waive the City bid policy for capital purchases in order to purchase one (1) 2019 Dodge Ram Quad Cab half-ton pickup truck for use by the Pittsburg Police Department for a total purchase price of \$22,668.52 utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit. Motion carried.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE ANNUAL REPORT - Marty Beezley, Chairwoman of the Economic Development Advisory Committee, presented their annual report.

LAND BANK BOARD OF TRUSTEES ANNUAL REPORT - Marty Beezley, Chairwoman of the Land Bank Board of Trustees, presented their annual report.

TOAST, LLC - LOAN REQUEST — On motion of McNay, seconded by Chenoweth, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Roger and Heather Horton, owners of TOAST, LLC, for a loan from the Revolving Loan Fund (RLF) in the amount of \$20,000 to be repaid over five years at 5.5% interest, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried with Munsell voting in opposition, citing the lack of a parking plan.

LETTER AGREEMENT FOR PROFESSIONAL SERVICES - LAND USE PLAN — On motion of Chenoweth, seconded by McNally, the Governing Body approved a Letter Agreement for Professional Services in the amount of \$64,090.20 with Olsson, Inc., dba Ochsner Hare & Hare, the Olsson Studio, for the creation of a land use plan and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried with Munsell voting in opposition.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 9th, 2019

AGREEMENT FOR CONSULTING SERVICES - ESTABLISHMENT OF A COMMUNITY DEVELOPMENT CORPORATION — On motion of McNay, seconded by O'Bryan, the Governing Body approved an Agreement for Consulting Services in the amount of \$12,000 with Mat Burton for a comprehensive analysis and plan for establishing a Community Development Corporation (CDC) in Pittsburg and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS -

SILVERBACK LANDING CONCERNS RESPONSE – City Manager Daron Hall responded to the concerns expressed by Cheryl Brooks regarding the Silverback Landing Project. Mr. Hall stated that the Governing Body would decide if money from the Street Sales Tax or General Fund would be combined with funding from the Economic Development Advisory Committee to construct the concrete streets in Silverback Landing. It was the consensus of the Governing Body to direct Jamie Clarkson, Director of Finance, to indicate in the proposed 2020 Budget that funding from the General Fund would be used toward the construction of concrete streets in the Silverback Landing Project.

FIREWORKS STAND LICENSING FEE – Mayor O'Bryan indicated that he has not heard opposition from other fireworks stand operators regarding the license fees. Mayor O'Bryan indicated that the funding from the licensing of fireworks stands funds the City's fireworks display. Commissioner Munsell stated that he supports lowering the fireworks stand licensing fee. Commissioner Chenoweth indicated that she would like to consider the fireworks stand licensing fee during the April 23rd, 2019, City Commission meeting.

ADJOURNMENT: On motion of Munsell, seconded by Chenoweth, the Governing Body adjourned the meeting at 6:55 p.m. Motion carried.

ATTEST:	Patrick J. O'Bryan, Mayor
Tammy Nagel, City Clerk	



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 17, 2019

SUBJECT: April 23, 2019 Agenda Item

Veritiv Lease Agreement

Veritiv, parent company of Rollsource, is nearing the end of its current lease agreement with the City of Pittsburg involving the City's property at 3004 Rotary Terrace. Unisource has leased this property from the city for several years and has proposed to renew the lease agreement for an additional three years, with an option for another two years beyond 2022.

Veritiv has requested to renew the lease with the same terms, including the monthly lease rate of \$8,343. Veritiv also pays an insurance reimbursement amount of \$2,000 per year.

The EDAC considered this request at its March 19, 2019, and voted to recommend renewal of the Veritiv lease agreement for three years, with an additional two year option available.

Please place this recommendation agenda for the City Commission meeting scheduled for Tuesday, April 23, 2019. Action being requested is the approval or denial of the lease renewal recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the day of
, 2019 by and between the City of Pittsburg, Kansas, a municipal corporation,
("landlord"), and Veritiv Operating Company, successor to Unisource Worldwide, Inc., d/b/a
Rollsource, a Delaware corporation ("tenant") (the words "landlord" and "tenant" to include the respective legal representatives, successors and permitted assigns where the context requires or permits).

WHEREAS, tenant is currently in possession of the demised premises pursuant to a lease agreement between landlord and tenant, which agreement is not in default. By its terms, said lease agreement expires on July 31, 2019, and this Lease Agreement will continue the landlord/tenant relationship, in accordance with the terms provided herein.

WITNESSETH:

1. <u>Basic Lease Provisions</u>. The following constitute the basic provisions of this Lease:

(a) Demised Premises Legal Industrial Park Lot Three (3) Pittsburg Regional

Description:

Third Addition, Pittsburg Kansas 66762

(b) Demised Premises 4.53 acres along with a 40,000 square

foot building and other improvements,

commonly known as 3004 Rotary

Terrace, Pittsburg Kansas.

(c) Building Square Footage: 40,000 square feet

(d) Monthly Base Rent Installments: Lease Year 1: \$8,343.00

(the "Base Rent") Lease Year 2: \$8,343.00

Lease Year 3: \$8,343.00

(e) Annual Insurance Reimbursement

Rent Installments (the "Reimbursement

Rent")

\$2,000.00

(f) Lease Commencement Date: August 1, 2019

(g) Annual Base Rent and Reimbursement: \$102,116.00

Rent Commencement Date: August 1, 2019

(h) Expiration Date: July 31, 2022

(i) Term: 3 years, with 2 year option to renew

(i) Permitted Use: General office, warehouse, distribution

and manufacturing use in compliance with applicable zoning codes and ordinances; Landlord represents that office, warehouse, distribution, manufacturing and industrial use is compliant with current applicable zoning

codes and ordinances.

(k) Address for notice: Landlord: City of Pittsburg, Kansas

Attn: City Clerk P.O. Box 688

Pittsburg, KS 66762

Tenant: Veritiv Operating Company

1000 Abernathy Road, N.E. Building 400, Suite 1700 Atlanta, Georgia 30328 Attn: VP - Real Estate

with a copy to:

Veritiv Operating Company 1000 Abernathy Road, N.E. Building 400, Suite 1700 Atlanta, Georgia 30328

Attn: Law Department - Real Estate

Counsel

(l) Address for payment of rent: City of Pittsburg, Kansas

Attn: Director of Department of Finance

P.O. Box 688

Pittsburg, KS 66762

2. <u>Demised Premises</u>. For and in consideration of the rent hereinafter reserved and the mutual covenants hereinafter contained, Landlord does hereby lease and demise unto tenant, and tenant does hereby hire, lease and accept from landlord, all upon the terms and conditions hereinafter set forth the following premises, referred to as the 'Demised Premises': 4.53 acres of real property along with a building containing approximately 40,000 square feet of space, having an address as set forth in Section I (a), (the "Building") along with related improvements

(collectively the Project") which is Lot Three (3) Pittsburg Regional Industrial Park Third Addition, Pittsburg, Kansas.

3. <u>Term.</u> To have and to hold the Demised Premises commencing on the Lease Commencement Date as set forth in Section I, and terminating on the Expiration Date set forth in Section I (the "Term").

Tenant shall have the right to renew this lease for an additional two-year term, at the then current rent, by written notice to Landlord delivered to Landlord not less than ninety (90) days prior to the end of the initial term.

Notwithstanding the above stated terms, in the event Tenant loses the Rx account in Joplin, Missouri, Tenant shall have the right to terminate this lease, without penalty, at any time prior to the stated expiration date of the initial or renewal term upon at least 120 days prior written notice from Tenant to Landlord.

- 4. <u>Base Rent and Reimbursement</u>. Tenant shall pay to landlord at the address set forth in Section I, as Base Rent and Reimbursement Rent (collectively the "Rent") for the Demised Premises, commencing on the Rent Commencement Date and continuing throughout the term in lawful money of the united States, the amounts set forth in Section I payable in equal monthly installments as set forth in Section I, on the first day of each calendar month during the term.
- 5. <u>Business and Personal Property Taxes, Special Assessments, and Ad Valorem Taxes</u>. During the entire term of this lease, in addition to the rent payments required herein, tenant shall pay and agrees to reimburse landlord for tenant's pro rata share of any personal property, ad valorem taxes, and special assessments levied and assessed against the Demised Premises, including any taxes and assessments levied or assessed as the result of tenant's business operations thereon; except for income taxes due by landlord, if any. Tenant shall pay all taxes on tenant's business directly to the taxing authority. While tenant is the only tenant in the building, tenant's pro rata share shall be 100%.

The tenant shall have the right to contest the validity of any business or personal property taxes levied or assessed against the Premises, by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending the tenant's covenant to pay all such taxes before a penalty is assessed and in the manner and in this paragraph provided. The landlord shall not be required to join in any such proceedings unless it shall be necessary for landlord to do so in order to properly prosecute such proceedings, in which case the tenant agrees to indemnify and hold the landlord harmless against and from any and all costs and expenses, including reasonable attorney fees, in connection therewith.

6. Use of Demised Premises.

- (a) The Demised Premises shall be used for the Permitted Use set forth in Section 1.
- (b) Tenant will permit no liens to attach or exist against the Demised Premises, and shall not commit any waste. Tenant shall remove within sixty (60) days of notice of attachment any and all liens attached against the Demised Premises which are attached by persons claiming through or against the Tenant.
- (c) Tenant shall not in any way violate any law, ordinance or restrictive covenant affecting the Demised Premises.

7. Insurance.

- (a) Tenant covenants and agrees that from and after the Lease Commencement Date or any earlier date upon which tenant enters or occupies the Demised Premises or any portion thereof, tenant will carry and maintain the following types of insurance, in the amounts specified and in the form hereinafter provided for:
 - (i) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Demised Premises and tenant's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Demised Premises, which shall provide combined single limits amounts not less than \$3,000,000.00.
 - (ii) Kansas Worker's Compensation and Employer's Liability coverage which shall also cover claims for injury, disease or death of employees arising out of or in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Laws. The limits for worker's compensation shall be no less than the applicable statutory minimum, and the limits for employer's liability insurance shall be no less than \$500,000.00 per occurrence. Such insurance coverage shall have an "All States" endorsements.
- (b) During the Term, landlord shall maintain "all-risk" property insurance on a replacement cost basis for the full insurable value of the Demised Premises.
- (c) All policies of insurance provided for herein shall be issued by an insurer licensed or otherwise authorized licensed to do business in the State of Kansas. The policies shall include a blanket endorsement which provides additional insured status to landlord. Certificates of Insurance shall be delivered to landlord prior to the Lease Commencement Date.

Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to landlord or tenant, as the case may be, their

respective property, the Demised Premises or its contents, arising from any risk covered by all risks fire and extended coverage insurance of the type and amount required to be carried hereunder, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto shall cause their respective insurance companies insuring the property of either landlord or tenant against any such loss, to waive any right of subrogation that such insurers may have against landlord or tenant, as the case may be.

Notwithstanding anything to the contrary, tenant shall have the right to self insure in place of any of the foregoing tenant's insurance obligations provided that tenant will provide landlord with a copy of the standard self insurance certificate currently used by tenant upon request of the landlord.

8. <u>Maintenance and Repairs</u>.

- (a) Tenant shall maintain in good condition and repair the interior of the Demised Premises,, including but not limited to the heating, air conditioning and ventilation systems, interior fixtures, interior walls, floors, ceilings, storefronts, and other appliances and equipment located in the interior of the Demised Premises, along with maintaining and repairing the floor, plumbing and sewage lines, and the asphalt portions of the exterior parking and driving areas, except as to such maintenance and repair as is the obligation of landlord pursuant to Section 8(b). Tenant shall maintain in full force and effect a service contract for the maintenance of the heating, ventilation and air conditioning systems with an entity reasonably acceptable to landlord. Tenant's obligation to maintain or repair shall exclude any maintenance and repair required because of the willful misconduct or negligence of landlord, its employees or agents, or defects in construction which shall be the responsibility of landlord. Landlord's obligation with respect to defects in constriction shall not extend beyond the initial three (3) year term of the lease.
- (b) Landlord shall, at its own cost and expense, maintain in good condition and repair the exterior walls, roof membrane and structure, foundation, the concrete portions of the exterior parking and driving areas, and structural frame of the building. Landlord's obligation shall exclude the cost of any maintenance or repair required because of the willful misconduct or negligence of tenant, its employees or agents, the cost of which shall be the responsibility of tenant. In the event maintenance or repair is necessary because of the willful misconduct or negligence of tenant, its agents and employees, tenant agrees to make such repairs within thirty (30) days of notice to tenant of the need for such maintenance or repair; however, in the event that such maintenance or repair shall reasonably require more than thirty (30) days to complete, tenant shall be able to extend maintenance or repair period by the time reasonably necessary to complete such repair or maintenance.

- 9. <u>Tenant's Fixtures</u>. Tenant shall have the right to install in the Demised Premises trade fixtures required by tenant or used by it in its business, and if installed by tenant, to remove any or all such trade fixtures from time to time during and upon termination of this lease; provided, however, that tenant shall repair and restore any' damage or injury to the Demised Premises caused by the installation and/or removal of any such trade fixtures.
- 10. <u>Signs</u>. All signs, advertisements or notices on the Demised Premises shall conform to all applicable laws, ordinances, or covenants affecting the Demised Premises.
- I1. Governmental Regulations. Tenant shall comply with all present and future laws, ordinances and regulations of all applicable governing authorities (collectively, "Laws") relating to tenant's use or manner of use of the Demised Premises which shall include, without limitation, compliance with environmental and discrimination laws, ordinances and regulations; provided, that tenant shall not be required to make any alterations or installations to the Demised Premises in order to comply with Laws unless such alterations or installations are required (i) as a result of alterations made by tenant to the Demised Premises, or (ii) due to tenant's use of the Demised Premises which is not that of a typical office/warehouse manufacturing facility user.
- 12. <u>Waste and Nuisance</u>. Tenant shall not maintain a nuisance or commit waste upon the Demised Premises, and at the termination of this lease shall surrender and deliver the Demised Premises to landlord in as good condition as the same were at the commencement of the term excepting (i) normal wear and tear, (ii) acts of God, condemnation and casualties, (iii) damage or loss for which landlord has waived recovery, (iv) repairs and replacements which are landlord's obligation, and (v) other casualties beyond the control of tenant, its employees, agents, servants or invitees.
- 13. Tenant Alterations and Additions. Tenant shall not make any exterior alterations, improvements, or additions to the Demised Premises or interior alterations, improvements or additions which cost more than Twenty Thousand Dollars (\$20,000.00) (a "Tenant's Change"), without first obtaining landlord's prior written consent (which consent landlord agrees not unreasonably to withhold). Except as otherwise provided herein, all tenant's changes and all repairs affixed to the Demised Premises shall immediately upon completion or installation thereof be and become part of the Demised Premises and the property of landlord without payment therefor by landlord and shall be surrendered to landlord upon the expiration or earlier termination of this lease.
- 14. <u>Exterior Maintenance</u>. So long as tenant is the sole tenant in the building, tenant shall maintain in good condition the landscaped areas of the Demised Premises and shall keep the parking lot free from trash and debris.
- 15. <u>Fire and Other Casualty</u>. In the event all or any part of the Demised Premises is damaged or destroyed by fire, windstorm or other casualty, and as a result thereof, the Demised Premises or any substantial part thereof is rendered unusable for tenant' Permitted Use as set forth in Section I(j) of this lease for in excess of thirty (30) consecutive days, tenant may

terminate this lease upon thirty (30) days written notice of termination given within sixty (60) days after the date of such damage or destruction, and, on such date provided in the notice, the lease shall terminate. If any governmental public authority, including the landlord, having jurisdiction over the Demised Premises shall determine that the Demised Premises shall be demolished and removed because of damage, this lease shall terminate at the option of the tenant.

In the event all or any part of the Demised Premises is damaged or destroyed by fire or other casualty and this lease is not terminated as hereinabove provided, or if the Demised Premises or any part thereof is not rendered unusable for tenant's business, then in any of such events, the lease shall continue in full force and effect and landlord shall use the insurance proceeds to promptly repair, restore, and rebuild the Demised Premises to its condition as existed at the time immediately prior to the occurrence of the damage or destruction and all rent and other sums payable under this lease shall abate in proportion and to the extent that the Demised Premises or any part thereof is so rendered unusable for tenant's business. If landlord does not complete restoration of the Demised Premises within ninety (90) days after the date of the casualty, then tenant may, at tenant's option, terminate this lease by giving written notice to landlord.

16. Tenant's Default.

(a) The occurrence of any one or more of the following events shall constitute an "Event of Default" of tenant under this lease:

(b)

- (i) if tenant fails to pay Base Rent, or taxes and insurance (if any) billed by landlord to tenant hereunder as and when such rent becomes due and such failure shall continue for more than twenty (20) days after receipt of written notice from landlord of such failure;
- (ii) if tenant fails to perform or observe any other term of this lease and such failure shall continue for more than thirty (30) days after landlord gives tenant written notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if tenant does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time.
- (c) Upon the occurrence of any one or more Events of Default, landlord may, at landlord's option:
 - (i) Terminate this lease by giving tenant notice of termination, in which event this lease shall expire and terminate on the date specified in such notice of termination and all rights of tenant under this lease and

in and to the Demised Premises shall terminate. Tenant shall remain liable for all obligations under this lease arising up to the date of such termination, and tenant shall surrender the Demised Premises to landlord on the date specified in such notice; or

- (ii) Terminate this lease as provided in this lease and recover from tenant all damages landlord may incur by reason of tenant's default, and all rent due and owing for the remaining term of the lease (however not including any unexercised options) reduced to present value; or
- (iii) Pursue such other remedies as are available at law or equity. Notwithstanding anything to the contrary, landlord shall exercise best efforts to mitigate damages in the event of tenant's default.
- 17. <u>Landlord's Right of Entry</u>. Tenant agrees to permit landlord and the authorized representatives of landlord to enter upon the Demised Premises at all reasonable times for the purposes of inspecting the Demised Premises upon twenty-four (24) hours or more notice.
- 18. Estoppel Certificate. Landlord and tenant agree, at any time, and from time to time, within fifteen (15) days after written request of the other, to execute, acknowledge and deliver a statement in writing in recordable form to the requesting party and/or its designee certifying to the extent such facts are true and accurate that: (i) this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified), (ii) the dates to which Base Rent and other charges have been paid, (iii) whether or not to the best of its knowledge, there exists any failure by the requesting party to perform any term, covenant or condition contained in this lease, and, if so, specifying each such failure, (iv) and as to such additional matters as may reasonably be requested.
- 19. <u>Notices</u>. Any notice required or permitted to be given or served by either party to this lease shall be deemed given when made in writing, and either (i) personally delivered, (ii) deposited with the United States postal service, postage prepaid, to be mailed by registered or certified mail, return receipt requested, or (iii) delivered by nationally recognized overnight delivery service providing proof of delivery, properly addressed to the address set forth in Section I (as the same may be changed by giving written notice of the aforesaid in accordance with this lease). If any notice mailed is properly addressed with appropriate postage but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing.
- 20. <u>Brokers</u>. Neither landlord nor tenant has engaged any brokers, other than CBRE who represents Tenant, who would be entitled to any commission or fee based on the execution of this lease. Landlord and tenant hereby indemnify each other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in condition therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the

foregoing other than those amounts owed CBRE by Tenant. The foregoing indemnification shall survive the termination of this lease for any reason.

Assignment and Subleasing. The tenant shall not assign, sublease, or transfer the lease, or any interest therein, without the prior express written consent of landlord which consent shall not be unreasonably withheld. However, landlord specifically reserves the right to assign this lease to either a governmental or non-governmental agency, entity or person. Notwithstanding the foregoing, intercorporate or intercompany transfers involving mergers, acquisitions, stock transfers, or corporate restructuring shall not be considered an assignment, sublease or transfer of this lease by tenant. Tenant shall have the right to assign, sublease or transfer the lease without landlord's approval provided that (i) such assignee, sublessee or transferee agrees to be bound by the lease, and (ii) tenant remains liable under the lease.

22. <u>Termination or Expiration.</u>

- (a) No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
- (b) At the expiration or earlier termination of the term of this lease, tenant shall surrender the Demised Premises and all improvements, alterations and additions thereto pursuant to this lease, and keys therefore to landlord, clean and neat, and in the same condition as at the Lease Commencement Date, excepting normal wear and tear, condemnation and or otherwise pursuant to this lease and the Waste and Nuisance Section of this lease.
- 23. <u>Late Payments</u>. Tenant agrees to pay landlord a late charge of \$20.00 per day for each day the monthly lease payment is not paid in full by the 10th day of each month during the term of this lease. The maximum late charge which may accrue on any one (l) monthly payment is \$420.00.
- 24. <u>Quiet Enjoyment</u>. So long as tenant has not committed an Event of Default hereunder, landlord agrees that tenant shall have the right to quietly possess, use and enjoy the Demised Premises for the Term.

25. Miscellaneous.

(a) This lease shall extend to and be binding upon the parties hereto, their affiliates, subsidiaries, trustees, successors and assigns.

- (b) If any clause or provision of this lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and that in lieu of such illegal, invalid or unenforceable clause or provision there shall be substituted a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- (c) All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (d) Time is of the essence of this lease.
- (e) No failure of landlord or tenant to exercise any power given landlord or tenant hereunder or to insist upon such strict compliance by landlord or tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of landlord's or tenant's rights to demand exact compliance with the terms hereof.
- (f) This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The masculine (or neuter) pronoun, singular number shall include the masculine, feminine and neuter gender and the singular and plural number.
- (g) If either party shall file suit to enforce any provision of this lease, then the prevailing party in litigation shall be entitled to recover reasonable attorney's fees and costs actually incurred.
- (h) The captions of this lease are for convenience only and are not a part of this lease, and do not in any way define, limit, describe or amplify the terms or provisions of this lease or the scope or intent thereof.
- (i) This lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- (j) This lease shall be interpreted under the laws of the State of Kansas. Both landlord and tenant agree to submit to the jurisdiction and venue of a State of Kansas court sitting in Crawford County in the State of Kansas for the resolution for disputes arising hereunder.

- (k) The parties acknowledge that this lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item which has been stricken from this lease other than the deletion of such item.
- (1) If landlord's consent is required under this lease, landlord shall be deemed to have given such consent if landlord does not respond to a written request for such consent within twenty (20) days after landlord's receipt of such request.
- If any part of the Demised Premises should be taken for any public or (m) quasipublic use under any law or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the taking would materially interfere with tenant's use of the Demised Premises, then upon written notice by tenant to landlord, this lease shall terminate effective on the date of Taking, and rent shall be apportioned as of the date of title vesting in such proceeding or purchase. If part of the Demised Premises shall be taken, and this lease is not terminated as provided above, this lease shall continue in full force and effect, and landlord, at landlord's sole cost and expense, shall promptly and diligently proceed to restore the remaining portions of the Demised Premises, including any and all improvements made theretofore, to substantially the same condition as in prior to such Taking. An equitable proportion of the rent shall be suspended or abated until the completion of such restoration, and thereafter the rent payable hereunder during the unexpired term shall be reduced in proportion to the number of square feet of Demised Premises Taken as related to the number of square feet in the Demised Premises prior to the Taking.
- (n) If hazardous materials are hereafter discovered on the Demised Premises during the term, and (i) the presence of such hazardous materials is not the result of either tenant's use of the Demised Premises or any act or omission of tenant, its agents, employees, or contractors, (ii) the presence of such hazardous materials results in any contamination of the Demised Premises that requires remediation under applicable laws, and (iii) tenant's operations in the Demised Premises are impaired as a result of such contamination, then landlord shall promptly, at its sole expense, take all actions as are necessary to remediate such hazardous materials and as may be required by applicable laws. If landlord fails to promptly commence and diligently pursue the completion of such remediation, then tenant may elect to terminate this lease after the expiration of thirty (30) days following written notice. Rent shall be equitably adjusted if and to the extent and during the period the Demised Premises are unsuitable for tenant's operations as a result of such contamination or landlord's remediation activities.
- (o) Landlord hereby waives any lien it may have for rent against any and all of the property of tenant to the fullest extent allowed by law.

(REMAINDER OF PAGE INTENTIONALLY BLANK) (SIGNATURE PAGE FOLLOWS)

	LANDLORD:
	City of Pittsburg, Kansas
ATTEST:	By: Patrick O'Bryan, Mayor
Tammy Nagel, City Clerk	
	TENANT:
	Veritiv Operating Company
	Name:Title:
ATTEST:	
Name: Title:	
(CORPORATE SEAL)	



DEPARTMENT OF PUBLIC UTILITIES

1506 N. Walnut · Pittsburg KS 66762

(620) 240-5126 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: MATT BACON

Director of Public Utilities

DATE: April 16, 2019

SUBJECT: Agenda Item – April 23, 2019

Disposition of Bids

Cooling Tower Replacement at Fire Station #1

Bids were received on Tuesday, April 9th, 2019 for the replacement of the cooling tower (previously purchased and stored) at Fire Station #1 (see attached bid tabulation). The City requested a lump sum bid for turnkey replacement construction with unit cost breakout of glycol removal and replacement. After reviewing the bids received and checking references for similar projects, City staff is recommending that the bid be awarded to Satterlee Mechanical, of Joplin, Missouri, with a bid of \$63,700.00. Their lump sum bid included glycol removal and replacement.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 23rd, 2019. Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Satterlee Mechanical Reference Email

Bid Tabulation

VANGORDEN, JOYE L

From: Aaron Hymer <aaron@sattcorp.net>
Sent: Wednesday, April 10, 2019 1:42 PM

To: VANGORDEN, JOYE L

Cc: ALDEN, CAMERON L; BACON, MATT S; SIMONS, MIKE; PETERSON, JARED; CLARKSON,

JAMES C

Subject: RE: Cooling Tower Replacement Project

******EXTERNAL*****

This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.

Joye,

Here is the information per your requested.

- 1. Projects completed within the last 5 years.
 - a. Chilled Water / Hydronic Piping installations:
 - i. Via Christi Hospital Pittsburg, KS
 - 1. Tower Remodel
 - 2. Contact Curtis Dietz 620-232-0366
 - ii. Pittsburg State University Pittsburg, KS
 - 1. Contact Jeff Burns 620-235-4755, Lindell Haverstic 620-235-4130
 - iii. General Mills Joplin, MO
 - 1. Project Rise, Project Tundra, Aggreko Chiller, Project Ranger, Turbo Chiller
 - 2. Contact Mark Wright 314-365-9006
 - iv. KCUMB Joplin Campus Joplin, MO
 - 1. Contact Kevin Camber 417-592-1310
 - v. Premier Surgical Galena, KS
 - 1. Contact Chris Butler 417-396-2181
- 2. We figured on 800 gallons of Rho Gard RTU 30 Glycol.

Additional information:

- 1. We have figured 800 gallons to refill the system. If the system volume ends up being less than we figured we will credit the cost back to the city. The glycol is \$5.50 per gallon to purchase.
- 2. Included in our scope:
 - a. Concrete cutting & repair at the curb, sidewalk and drainage ditch.
 - b. New concrete pad & anchoring for the new chiller.
 - c. Immersible temp sensor for the VFD.
 - d. Factory startup for the VFD.
 - e. Lawn repair for the new underground chilled water lines.
 - f. Test & Balance.
 - g. Pipe insulation at the chiller.
 - h. Crane & millwright services for demolition of the existing chiller and installation of the new chiller.

Thank you, Aaron Hymer 3423 N. Main Street Suite B Joplin, MO 64801

Office (417) 624-3660 Mobile (417) 434-8061 Fax (417) 624-4106

"Come, follow me," Jesus said, "and I will make you fishers of men." Matthew 4:19

From: VANGORDEN, JOYE L < joye.vangorden@pittks.org>

Sent: Tuesday, April 9, 2019 4:42 PM

To: 'aaron@sattcorp.net' <aaron@sattcorp.net>; 'mike.ramsay@cdl-electric.com' <mike.ramsay@cdl-electric.com> **Cc:** ALDEN, CAMERON L <CAMERON.ALDEN@pittks.org>; BACON, MATT S <matt.bacon@PITTKS.ORG>; SIMONS, MIKE

<mike.simons@PITTKS.ORG>; PETERSON, JARED <Jared.Peterson@pittks.org>; CLARKSON, JAMES C

<jamiec@PITTKS.ORG>

Subject: Cooling Tower Replacement Project

Good Afternoon!

Before making a recommendation to the City Commission for award of the bid for the above-referenced project, the City of Pittsburg is requesting additional information:

- 1. Provide similar projects you have performed within the last 5 years along with contact information for those projects.
- 2. Total estimated gallons of Glycol for removal and replacement.

Thanks,

Joye L. Van Gorden
Public Utilities Office Manager/Deputy City Clerk
The City of Pittsburg
1506 N Walnut
Pittsburg, Kansas 66762

Phone: (620) 240-5126 Fax: (620) 240-5157 Email: joye@pittks.org





The City of Pittsburg, Kansas

Recapitulation of Bids

COOLING TOWER REPLACEMENT AT FIRE STATION #1

Tuesday, April 9th, 2019--2:00 p.m.

Name & Address of Bidder	LUMP SUM BID	UNIT COST #1 (Per Gal. Glycol Removal)	UNIT COST #2 (Per Gal. Glycol Replacement)
CDL Electric Co., Inc. 1308 North Walnut Pittsburg, Kansas 66762	\$21,845.00	\$25.00	\$35.00
Satterlee Mechanical 3423 North Main Joplin, Missouri 64801	\$63,700.00	Included in Lump Sum	Included in Lump Sum



DEPARTMENT OF PUBLIC UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: MATT BACON

Director of Public Utilities

DATE: April 10, 2019

SUBJECT: Agenda Item – April 23, 2019

Purchase of Bobcat V519

Staff is requesting Governing Body approval to waive the City bid policy to purchase a Bobcat V519 through the National Joint Purchasing Alliance for use at the Wastewater Treatment Plant. The total purchase amount is \$71,547.25.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 23rd, 2019. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase requisition.

If you have any questions, please free to contact me.

Attachments: Product Quotation



Product Quotation

Quotation Number: HMM-15004 Date: 2019-04-10 14:37:46

Customer Name/Address:

Bobcat Delivering Dealer

ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer

CITY OF PITTSBURG Attn: Matt Bacon 1506 N WALNUT PITTSBURG, KS 67662 K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552 Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000

West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860

Contact: Heather Messmer Heather.Messmer@doosan.com

Description
Bobcat V519

74 HP Tier 4 Turbocharged Bobcat D34 3.4L Engine Attachment Control Device (7 Pin connector) Attachment quick-tach mounting system (Bobtach) Auxiliary Hydraulics with coupler release block, selectable flow & case drain Back-up Alarm

Boom Float (SN B3YH11235 and above)

Eco Mode

Enclosed Cab (ROPS/ROPS)with heat and air conditioning; front, rear & roof washer/wipers; dome light; power port; suspension fabric seat; retractable seat belt; tilt steering

Front / rear / four-wheel steer

Hitch, rear pin type

Hydrostatic transmission with 2-speed & Speed

Management Control

Instumentation: hour meter; tachometer; engine temperature gauge; fuel gauge; warning lights

Part No Qty Price Ea. Total M2460 1 \$60,483.08 \$60,483.08

Lights, Front & Rear (Work & Road)

Mirrors, Right & Left Side

Reversible cooling fan (S/N B3YH11235 and

above)

Parking Brake

Spark Arrestor exhaust system

Wheels: 405/70 - 20 Turn Signals Wheel Fenders

Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month

warranty

Warranty Plans	36 Month Protection Plus (2000 Hours)	9974408	1	\$6,500.00	\$6,500.00
Dealer Installed	Automatic Reverse Cooling Fan Kit	7302852	1	\$1,012.92	\$1,012.92
	Keyless Start System	7308521	1	\$427.46	\$427.46
	Rear Mirror	7302928	1	\$145.53	\$145.53
Attachments	100" Snow & Light Material Bucket	6727787	1	\$1,406.76	\$1,406.76
	Bolt-On Cutting Edge, 100"	6715464	1	\$262.00	\$262.00

Total of Items Quoted \$70,237.75
Freight Charges \$1,122.00
Dealer Assembly Charges \$187.50
Quote Total - US dollars \$71,547.25

Notes:

ORDER ACCEPTED BY:	
SIGNATURE	DATED
PRINT NAME AND TITLE	PURCHASE ORDER #
SHIP TO ADDRESS:	
BILL TO ADDRESS (if different than Ship To):	

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

^{*}Prices per the Sourcewell - NJPA Contract #042815-CEC. Effective thru 05-19-2019

^{*}Customer must be a Coop Member to buy off contract – Log onto <u>www.nipacoop.org</u> if not a member to sign up.

^{*}Terms Net 30 Days. Credit cards accepted.

^{*}FOB Origin – Prepay and Add to Quote

^{*}Delivery: 60 to 90 days from ARO.

^{*}State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

^{*}TID# 38-0425350

^{*}Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.



V519 VersaHANDLER Telescopic Tool Carrier







Performance

It's sized perfectly for virtually every application — but its lift, height and reach affirm the monumental power it carries inside. The hard-working, durable V519 VersaHANDLER® telescopic tool carrier (TTC) puts all kinds of possibilities within reach.



Automatic Tilt Leveling

The auto-level feature speeds material handling and boosts productivity by preventing spillage and ensuring consistent, productive attachment performance.

Two-Stage, Low-Profile Boom

Reach into high trucks or over fences; stockpile and stack materials; or backfill hard-to-reach areas. In addition to providing excellent reach at maximum lift height, the boom's low profile gives you superior pushing performance, while the rear pivot position enhances digging ability.

Low Cab Height

The low-profile design of the VersaHANDLER TTC ensures that you can go wherever the work takes you. Whether you're sneaking through a wooded area or working inside buildings and sheds, you'll have more height clearance for more jobs. It also provides easier entry and exit as the day's work takes you in and out of the machine.

Turbo-Charged Bobcat Engine

Designed and built by Bobcat for your VersaHANDLER TTC, the Bobcat® engine is made specifically to power the tasks you do in your VersaHANDLER machine — giving you the perfect balance of power and efficiency. It's also as tough as the rest of the machine.

Three Travel Modes

Three travel modes give you the versatility you need for movement in numerous applications.

Two Travel Speeds

High- and low-speed travel gives you flexibility for improved work and better maneuverability.

Speed Management

Use speed management to adjust your travel speed independently from your engine speed. Use your accelerator pedal to set the engine speed to the optimal setting for the attachment you're operating, then dial in your desired travel speed. It's especially helpful when you operate attachments that perform best with a slow and consistent travel speed.

Inching Control

Engage working mode by lightly depressing the brake pedal up to a half stroke, and quickly cut your travel speed while sustaining the engine throttle. This inching control destrokes the drive pump to reduce drive speed without reducing power to your attachment — enabling slower, more precise control without sacrificing productivity.

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Three Steering Modes

The V519 has three steering modes to give you application-matched maneuverability.

All-Wheel Steer

All-wheel steer mode allows you to make quick and tight turns – the kind you can't achieve in an articulated loader.

• Front-Wheel Steer

The front-wheel steer mode enables top-speed road travel, eliminating the need to haul the machine on a trailer from jobsite to jobsite.

Crab Steer

Crab steer takes your maneuverability one step further by allowing precise side-to-side positioning.

Limited-Slip Differential

The limited-slip differential sends torque to the wheels with the most traction when working in muddy jobsites or on icy surfaces, which keeps you working productively in slippery conditions.



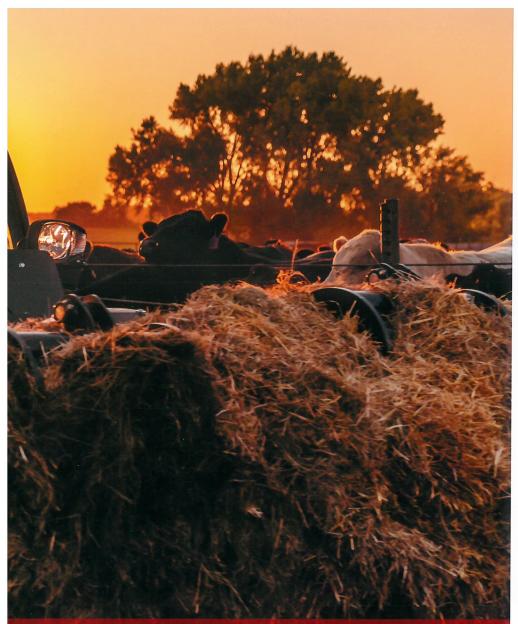


Attachment-Ready

Pick a job – any job. Comparable machines can't match the VersaHANDLER telescopic tool carrier's versatility. It doesn't just pick and place materials; it works with the widest range of attachments you can find on a telescoping work machine. This gives you the best of both worlds: the extended reach and great lift capacity of a telescoping boom with the versatility advantage of numerous attachments.



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Quick Couplers

The standard hydraulic coupler block and electrical connector – the same style found on Bobcat loaders – is tough and easy-to-use. Bobcat quick couplers can release trapped line pressure for fast, clean attachment changes every time.

Selectable Auxiliary Hydraulic Flow

The VersaHANDLER machine allows you to quickly select an auxiliary flow rate that best matches a particular attachment.

Bob-Tach Attachment Mounting System

Quickly change attachments with the Bob-Tach® mounting system. Switch to a new bucket, a pallet fork, or a variety of tough, Bobcat-built, hydraulic attachments. It keeps a tight attachment fit, every time.

7-Pin Attachment Control Kit

Get additional control and functionality in selected attachments with the 7-pin attachment control kit. Several attachments require control of more than one function, and this system gives you fingertip control of these extra functions. On-the-fly adjustments, such as the angle of an angle broom attachment, are quick and easy with a simple toggle switch.

The Largest Attachment Selection Ever for a Telescopic Tool Carrier

Nobody makes more attachments – and nobody makes them better. Bobcat designs and builds a huge selection of standard and hydraulic-powered attachments for your VersaHANDLER machine. Several attachments can even be shared with Bobcat compact loaders.

Bobcat attachments for this model:

Angle Broom
Auger
Bale Fork
Combination Bucket
Flail Cutter

HD C&I Bucket HD Pallet Fork HD Snowblade Industrial Fork Grapple Rock Bucket Root Grapple Snow Bucket Snow Pusher Snowblower Soil Conditioner Sweeper Truss Boom

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Low Cab Height

There's no need to climb or step high to enter the VersaHANDLER machine. The low-profile cab design makes it easy to get in and out of the cab.

Suspended Cab

A cushioning spring suspension isolates and reduces vibration inside the cab and improves ride quality.

Standard Heat and Air Conditioning

The AC unit is integrated into the machine, without a bulky add-on unit to obstruct your visibility or get in your way. Automotive-style vents allow you to point the air where you need it, providing greater comfort in all weather conditions.

Opening Rear Window and Split Door

The rear window provides an emergency exit, and the split door allows you to work with open windows for easier communication on the job.

Simple Controls

Controls on the VersaHANDLER telescopic tool carrier are designed to be simple and straightforward.



Simple Control Layout

Convenient, intuitive and easy to find, the VersaHANDLER machine's simple controls make operation easy and productive.

Automotive-Style Foot Pedals and Steering Wheel

The familiar steering wheel, accelerator pedal and brake pedal make maneuvering around jobsites simple.

Common Instrumentation Panel

The easy-to-read, backlit display panel monitors major machine functions. The hour meter, attachment controls, and operation lights and warnings are intuitive, easy to see and simple to read.

Automatic Wheel Realignment

When you cycle through different steering modes, the VersaHANDLER TTC wheel alignment system automatically reorients your wheels to quickly and easily transition from frontwheel, all-wheel and crab steering.

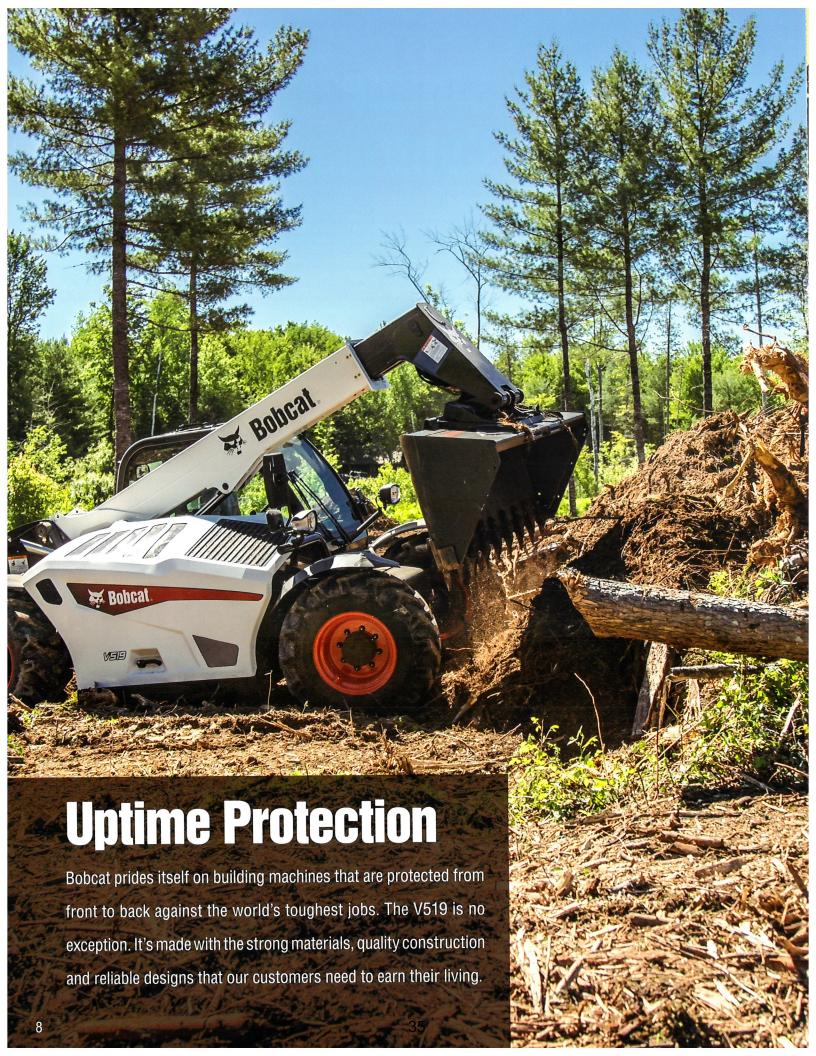
Dynamic Braking System with Automatic Parking Brake

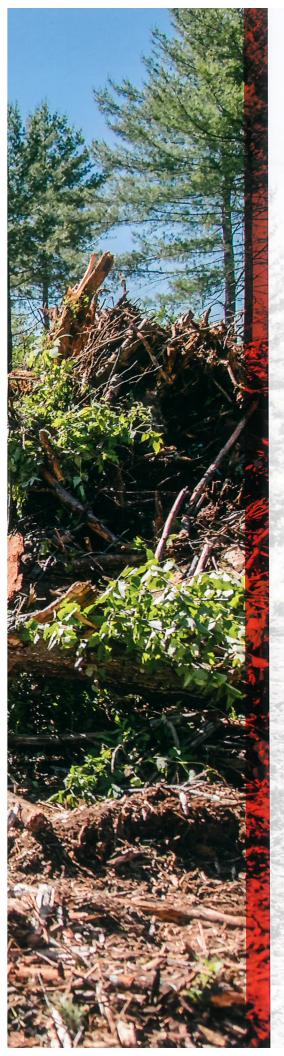
The VersaHANDLER TTC's dynamic braking system will decelerate and stop the machine as soon as you let your foot off the accelerator pedal — unlike a torque converter-style transmission that coasts before coming to a complete stop. This gives you maximum control on slopes where you can easily inch your way up or down without having to apply the brake. The parking brake is automatically engaged as soon as the machine comes to a stop, and it disengages as soon as you accelerate again.

Inching Control

By slightly pressing the brake pedal up to a half stroke, you can slow the machine while maintaining full engine rpm. This feature allows you to control your speed and maintain full hydraulic flow for attachments and improved cycle times.







Protective Chassis

The engine, cooling system and many critical components are well-protected within the center of the chassis, ensuring minimal wear and tear due to jobsite obstacles or harsh terrain.

Sealed Engine Compartment

The engine compartment provides a completely enclosed environment that helps to shut out dust and debris, ensuring long component life.

Side-by-Side Cooling Design

The radiator, oil cooler and intake air coolers are mounted side by side, carefully located to receive the same quality and temperature of air, which provides efficient, consistent cooling ability, even in the most severe and dirty conditions.

Optional Reversing Fan

Excellent for dusty and light-material applications, the optional reversible fan gives you the ability to keep the radiator area cleaner for longer. Just flip a switch to reverse the cooling fan and purge the system of dust and debris – extending productivity and uptime, and reducing the immediate need to clean debris by hand.

Protected Cylinders

Cylinders are strategically located in areas that are less prone to damaging contact on the job, protecting them from harm.

Fine Mesh Intake Screen

The engine cover screen helps prevent large debris from entering the engine basket and plugging the radiator.

Poly Fuel Tank

Diesel is contained in a durable, rust-free polypropylene fuel tank to minimize condensation and contamination of the fuel system.

Non-DPF Tier 4 Engine

Bobcat engines have a specially designed combustion chamber that minimizes the amount of particulate matter (PM) the engine creates. The amounts are low enough that a diesel particulate filter (DPF) isn't needed for Tier 4 compliance, which simplifies maintenance as well as operation.

Battery Run-Down Protection

The lighting circuit automatically shuts down after a predetermined time and voltage level, preventing accidental battery discharge.

Optional Keyless Panel

The keyless panel option gives you the convenience of keyless start and the added security of an owner-defined numeric code.

Machine Shutdown Protection

The standard machine shutdown protection system continuously monitors the engine coolant, hydraulic oil, engine oil and other vital machine functions. If a monitored function is out of normal operating range, the system provides an alert and warning message. If the issue is severe, the machine automatically shuts down to avoid catastrophic failure.

Impact-Resistant Engine Access Panel

The engine access panel resists damage from impact and retains its good looks for years, thanks to its flexible, resilient and rust-free composite construction.

Clean Work Group Plumbing

Hydraulic hoses are carefully routed to minimize exposure to friction and contact with jobsite objects and obstacles.

Reinforced Heavy-Duty Boom Pivot and Enclosed Frame Welds

The boom pivot features thick steel reinforcement for enhanced durability and long life. Heavy-duty, enclosed frame welds offer additional support throughout the frame.

Common Parts

Many of the V519 parts are the same ones used in our legendary compact loader line, which ensures easy parts availability and minimal downtime if there is an issue.

6

Easy Serviceability

Bobcat knows you want to spend your day working – and not gaining access to your machine components. That's why the V519 is designed to enable quick routine maintenance and repairs.

Simple Cooling System Cleanout

The side-by-side mounted radiator, oil cooler and fan enable easy access. Dirt and debris removal is quick and simple whenever cleaning is necessary.

Easy Engine Access

The side-mounted engine puts routine maintenance checks, filters and other engine components in easy reach.

Bobcat Service Analyzer

This feature allows your dealer to download machine performance data to a laptop – including faults, warning codes and more – to quickly troubleshoot machine issues and correct them.



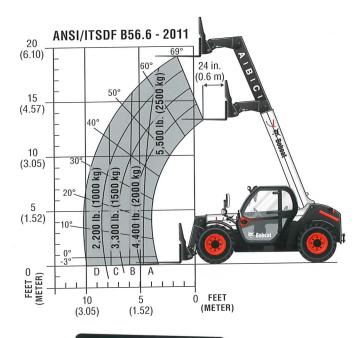


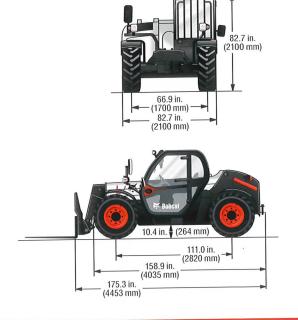


Specifications and Features

Performance	V519
Operating Weight	11,001 lb. (4990 kg)
Max Rated Capacity	5,500 lb. (2495 kg)
Max Load Full Height	5,500 lb. (2495 kg)
Max Load at Full Reach	2,205 lb. (1000 kg)
Auxiliary Hydraulic Flow	21 gpm (80 L)
Hydraulic Pressure	3,626 psi (250 bar)
Lift Height	230.0 in. (5842 mm)
Max Reach	123.3 in. (3132 mm)
Reach at Max Height (24" load center)	17.9 in. (454 mm)
Bucket Dump Height	153.5 in. (3900 mm)
Reach at Dump Height	46.2 in. (1175 mm)
Bucket Dump Angle Full Height	54 degrees
Maximum Travel Speed	
LOW	4.7 mph (7.5 km/hr.)
High	18.3 mph (29.5 km/hr.)
Draw Bar Pull	6,744 lbf. (30 000 N)
Dimensions	
Tires	405/70 x 20
Length Fork Heel to Rear	175.3 in. (4453 mm)
Length Fork Heel to Rear Hitch	184.5 in. (4674 mm)
Length Front Tire to Rear	158.9 in. (4035 mm)
Wheelbase	111.0 in. (2820 mm)
Ground Clearance	10.4 in. (264 mm)
Cab Height	82.7 in. (2100 mm)
Width	82.7 in. (2100 mm)
Tread	66.9 in. (1700 mm)
Inside Turning Clearance	52.3 in. (1329 mm)
Wheel Turning Clearance	146.3 in. (3717 mm)
Fork Turning Clearance	183.0 in. (4648 mm)
Engine	
Make/Model	Bobcat D34 Turbocharged (T4)
Fuel/Cooling	Diesel/Liquid
Cylinders	4
Horsepower	74 hp (55.2 kW)
Rated rpm	2,400
Torque @ 1,400 rpm	239.7 ftlb. (325 Nm)
Displacement	207.5 cu. in. (3.4 L)
Fuel Tank Capacity	30.4 gal. (115 L)

Four Wheel Drive 2-Speed Hydrostatic Transmission Std Steering Modes Front wheel, four wheel opposed, crab Speed Management Inching Control Std Dynamic Braking SAPR Brakes Features Self Diagnostic Troubleshooting ROPS/FOPS Approved Cab Cab with Heat and Air Conditioning Three-Way Adjustable Suspension Seat Front Work Lights Road Lights Pin Style Rear Hitch Pin Style Rear Hitch Pin Style Rear Window Wipers Back Up Alarm Retractable Seat Belt Std Boom Angle Indicator Battery Disconnect 12 Volt Accessory Port Cup Holder Attachment Capabilities Bob-Tach Attachment Mounting System Auxiliary Hydraulics with Quick Couplers Stad Std Std Std Std Std Std Std Std Std St	Operation	V519
2-Speed Hydrostatic Transmission Steering Modes Speed Management Inching Control Std Dynamic Braking SAPR Brakes Self Diagnostic Troubleshooting ROPS/FOPS Approved Cab Cab with Heat and Air Conditioning Three-Way Adjustable Suspension Seat Front Work Lights Rear Work Lights Road Lights Pin Style Rear Hitch Front/Top/Rear Window Wipers Back Up Alarm Retractable Seat Belt Battery Disconnect 12 Volt Accessory Port Cup Holder Attachment Capabilities Bob-Tach Attachment Mounting System Auxiliary Hydraulics with Quick Couplers Stad Std Std Std Std Std Std Std Std Std St		Std
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Std		Std
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Fingertip Boom Extension Control Std Attachment Control Kit (7 pin connector) Std Speed Management Std Warranty Std 1-year/2,000-hr. warranty Std		Std
Attachment Control Kit (7 pin connector) Std Speed Management Std Warranty Std 1-year/2,000-hr. warranty Std		Std
Speed Management Std Warranty Std 1-year/2,000-hr, warranty Std		Std
Warranty 1-year/2,000-hr. warranty Std		Std
1-year/2,000-hr. warranty Std		
		Std
	2-year/3,000-hr. warranty	Opt





TRAIN NOW

The VersaHANDLER TTC Operator Training Course and safety video are also available at **Bobcat.com/Training**. Training materials can assist in complying with OSHA rule 29 CFR 1910.178(I)

The leader in versatility and maneuverability



Skid-Steer Loaders



Compact Track Loaders



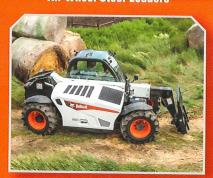
All-Wheel Steer Loaders



Compact Excavators



Mini Track Loaders



VersaHANDLER® Telescopic Tool Carriers



Toolcat™ Utility Work Machines



Utility Vehicles



Attachments

NOTE - Where applicable, dimensions are in accordance with Society of Automotive Engineers (SAE) and ISO standards. Specifications and design are subject to change without notice. Pictures of Bobcat units may show other than standard equipment. All dimensions are given for loader equipped with standard tires. All dimensions are shown in inches. Respective metric dimensions are enclosed by parentheses. Bobcat Company complies with the requirements of ISO 9001

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4/18/2019 7:44 AM

A/P HISTORY CHECK REPORT PAGE: City of Pittsburg, KS

VENDOR SET: 99 BANK: ALL BANKS

DATE RANGE: 4/03/2019 THRU 4/16/2019

INVOICE CHECK CHECK CHECK NO STATUS AMOUNT CHECK AMOUNT DISCOUNT VENDOR I.D. NAME STATUS DATE 4/05/2019 C-CHECK VOID CHECK 7.7 184366 C-CHECK VOID CHECK 4/05/2019 184367 C-CHECK VOID CHECK 4/05/2019 184373 VOID CHECK C-CHECK V 4/05/2019 184390 VOID CHECK 4/05/2019 C-CHECK 184391 v 4/05/2019 C-CHECK VOID CHECK 184392 C-CHECK VOID CHECK V 4/12/2019 184403 VOID CHECK V 4/12/2019 184404 C-CHECK C-CHECK VOID CHECK V 4/12/2019 184423 VOID CHECK 4/12/2019 C-CHECK V 184424 VOID CHECK V 4/12/2019 184425 C-CHECK INVOICE AMOUNT * * TOTALS * * DISCOUNTS NO CHECK AMOUNT REGULAR CHECKS: 0 0.00 0.00 0.00 HAND CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0.00 0.00 0.00 0 EFT: 0 0.00 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 VOID CHECKS: 11 VOID DEBITS 0.00 VOID CREDITS 0.00 0.00 0.00 TOTAL ERRORS: 0 INVOICE AMOUNT DISCOUNTS CHECK AMOUNT NO VENDOR SET: 99 BANK: * TOTALS: 11 0.00 0.00 0.00 BANK: * 0.00 0.00 0.00 TOTALS: 11

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	4/04/2019			000000		984.87
0224	KDOR	D	4/12/2019			000000	4	4,949.24
0321	KP&F	D	4/05/2019			000000	4 6	6,678.48
0728	ICMA	D	4/05/2019			000000		660.00
1050	KPERS	D	4/05/2019			000000	40	0,504.46
3570	AMERICAN EXPRESS, INC	D	4/04/2019			000000		241.66
5677	BANK OF AMERICA, INC	D	4/03/2019			000000		403.95
5904	TASC	D	4/05/2019			000000	•	6,489.19
6415	GREAT WEST TANDEM KPERS 457	D	4/05/2019			000000	4	4,338.83
7290	DELTA DENTAL OF KANSAS INC	D	4/05/2019			000000	Ś	3,207.00
7290	DELTA DENTAL OF KANSAS INC	D	4/12/2019			000000	2	2,773.50
7877	CORESOURCE	D	4/04/2019			000000	į	3,886.18
7877	CORESOURCE	D	4/11/2019			000000	23	1,657.90
0006	OLIN CHANDLER	E	4/09/2019			004158	-	1,250.00
0044	CRESTWOOD COUNTRY CLUB	E	4/09/2019			004159		337.59
0046	ETTINGERS OFFICE SUPPLY	E	4/09/2019			004160		235.55
0084	INTERSTATE EXTERMINATOR, INC.	E	4/09/2019			004161		425.00
0105	PITTSBURG AUTOMOTIVE INC	E	4/09/2019			004162		5.66
0117	THE MORNING SUN	E	4/09/2019			004163		27.49
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/09/2019			004164		150.00
0276	JOE SMITH COMPANY, INC.	E	4/09/2019			004165		95.56
0335	CUSTOM AWARDS, LLC	E	4/09/2019			004166	-	1,139.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK CHECK STATUS AMOUNT
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	4/09/2019			004167	3,463.84
0410	P & W GOLF SUPPLY, LLC	E	4/09/2019			004168	170.23
0478	VIETTI AUTO BODY INC	E	4/09/2019			004169	1,500.00
0534	TYLER TECHNOLOGIES INC	E	4/09/2019			004170	390.00
0571	WILBERT MFG. & SUPPLY	E	4/09/2019			004171	9.40
0631	TRI-STATE BUILDING & SUPPLY CO	E	4/09/2019			004172	156,229.00
0806	JOHN L CUSSIMANIO	E	4/09/2019			004173	253.00
1150	INDUSTRIAL SALES CO INC	E	4/09/2019			004174	140.53
2005	GALLS PARENT HOLDINGS, LLC	E	4/09/2019			004175	220.94
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/09/2019			004176	3,956.45
4791	SPRINGSTED INCORPORATED	E	4/09/2019			004177	3,300.00
5049	CRH COFFEE INC	E	4/09/2019			004178	40.90
5855	SHRED-IT US JV LLC	E	4/09/2019			004179	187.20
5862	HEATHER HORTON	E	4/09/2019			004180	120.00
5883	SPROULS CONSTRUCTION INC	E	4/09/2019			004181	66,633.56
6175	HENRY C MENGHINI	E	4/09/2019			004182	655.80
7283	CORESOURCE, INC	E	4/09/2019			004183	44,403.00
7407	LIMELIGHT MARKETING LLC	E	4/09/2019			004184	3,488.25
7705	JOANNA L DERFELT	E	4/09/2019			004185	1,000.00
7852	TRIA HEALTH, LLC	E	4/09/2019			004186	1,422.34
7959	ALL ABOARD FOUNDATION	E	4/09/2019			004187	2,448.34
8046	CONVERGEONE, INC.	E	4/09/2019			004188	337.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	4/15/2019			004189		52.28
0054	JOPLIN SUPPLY COMPANY	E	4/15/2019			004190		779.54
0055	JOHN'S SPORT CENTER, INC.	E	4/15/2019			004191		554.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	4/15/2019			004192		961.00
0068	BROOKS PLUMBING LLC	E	4/15/2019			004193	2	2,982.52
0073	K P & P INC	E	4/15/2019			004194		205.00
0101	BUG-A-WAY INC	E	4/15/2019			004195		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	4/15/2019			004196		838.25
0112	MARRONES INC	E	4/15/2019			004197		246.21
0133	JIM RADELL CONSTRUCTION INC	E	4/15/2019			004198	9	9,620.00
0181	INGRAM	E	4/15/2019			004199		14.90
0194	KANSAS STATE TREASURER	E	4/15/2019			004200	4	4,083.00
0202	CLIFF HIX ENGINEERING INC	E	4/15/2019			004201	1	1,487.00
0272	BO'S 1 STOP INC	E	4/15/2019			004202		529.94
0292	UNIFIRST CORPORATION	E	4/15/2019			004203		50.60
0312	HACH COMPANY, INC	E	4/15/2019			004204	4	4,137.70
0317	KUNSHEK CHAT & COAL CO, INC.	E	4/15/2019			004205	6	6,471.85
0328	KANSAS ONE-CALL SYSTEM, INC	E	4/15/2019			004206		69.60
0335	CUSTOM AWARDS, LLC	E	4/15/2019			004207	1	1,299.00
0516	AMERICAN CONCRETE CO INC	E	4/15/2019			004208	3	3,421.64
0534	TYLER TECHNOLOGIES INC	E	4/15/2019			004209	9	9,825.00
0577	KANSAS GAS SERVICE	E	4/15/2019			004210	13	3,623.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY INC	E	4/15/2019			004211		325.00
0866	AVFUEL CORPORATION	E	4/15/2019			004212	19	9,124.45
1478	KANSASLAND TIRE OF PITTSBURG	E	4/15/2019			004213	1	1,208.70
1619	MIDWEST TAPE, LLC	E	4/15/2019			004214		83.95
1792	B&L WATERWORKS SUPPLY, LLC	E	4/15/2019			004215	Ę	5,323.35
2005	GALLS PARENT HOLDINGS, LLC	E	4/15/2019			004216		900.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/15/2019			004217		137.97
2161	RECORDED BOOKS, LLC	E	4/15/2019			004218		101.64
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/15/2019			004219	1	1,018.83
2226	KEY EQUIPMENT & SUPPLY CO INC	E	4/15/2019			004220		160.01
2921	DP2 BILLING SOLUTIONS, LLC	E	4/15/2019			004221	4	4,605.71
2960	PACE ANALYTICAL SERVICES INC	E	4/15/2019			004222	4	4,315.00
3126	W.W. GRAINGER, INC	E	4/15/2019			004223		44.18
3248	AIRGAS USA LLC	E	4/15/2019			004224	2	2,291.50
3261	PITTSBURG AUTO GLASS	E	4/15/2019			004225		170.00
3288	B & G MAJESTIC PROPERTIES, LLC	E	4/15/2019			004226		488.00
4059	PSU - PRINTING & DESIGN SERVI	E	4/15/2019			004227		36.62
4307	HENRY KRAFT, INC.	E	4/15/2019			004228		183.78
4618	TRESA MILLER	E	4/15/2019			004229		962.46
5275	US LIME COMPANY-ST CLAIR	E	4/15/2019			004230	Š	9,337.20
5482	JUSTIN HART	E	4/15/2019			004231		60.00
5657	TELEDYNE INSTRUMENTS, INC	E	4/15/2019			004232		240.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6017	BOUND TO STAY BOUND BOOKS INC	E	4/15/2019			004233		82.15
6203	THE SOUTHWEST PAPER CO INC	E	4/15/2019			004234		309.10
6402	BEAN'S TOWING & AUTO BODY	E	4/15/2019			004235	3	3,770.40
6528	GALE GROUP/CENGAGE	E	4/15/2019			004236		226.32
6822	ELIZABETH BRADSHAW	E	4/15/2019			004237		988.60
6851	SCHULTE SUPPLY INC	E	4/15/2019			004238		41.06
6995	SUMMER WARREN	E	4/15/2019			004239		395.00
7028	MATTHEW L. FRYE	E	4/15/2019			004240		400.00
7038	SIGNET COFFEE ROASTERS	E	4/15/2019			004241		41.25
7128	SWABY MFG	E	4/15/2019			004242	3	3,045.00
7240	JAY HATFIELD CERTIFIED USED CA	E	4/15/2019			004243	1	,481.95
7377	US AWARDS INC	E	4/15/2019			004244		650.00
7462	ALFA LAVAL, INC	E	4/15/2019			004245	3	3,122.49
7514	NTHERM, LLC	E	4/15/2019			004246	2	2,838.69
7559	MEGAN LYNN MUNGER	E	4/15/2019			004247		249.00
7629	EARLES ENGINEERING & INSPECTIO	E	4/15/2019			004248	6	5,220.00
7655	HW ACQUISITIONS, PA	E	4/15/2019			004249		326.00
7799	SHELLYS CATERING LLC	E	4/15/2019			004250	3	3,439.70
7800	MORGAN ALYSE PANOVICH	E	4/15/2019			004251		210.00
7806	CORE & MAIN LP	E	4/15/2019			004252	203	3,476.87
7839	VISION SERVICE PLAN INSURANCE	E	4/15/2019			004253	1	,662.28
7860	RELX INC	E	4/15/2019			004254	1	,944.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8046	CONVERGEONE, INC.	E	4/15/2019			004255		225.00
8066	NATIONAL IMAGING SYSTEMS, INC	E	4/15/2019			004256		631.96
4218	MEADOWLARK TOWNHOUSES	E	4/16/2019			004257		158.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	4/05/2019			184362		38.75
8051	AFLAC GROUP INSURANCE	R	4/05/2019			184363	3	,213.22
2004	AIRE-MASTER OF AMERICA, INC.	R	4/05/2019			184364		17.22
0523	AT&T	R	4/05/2019			184365	7	,040.34
8063	BAXTER SPRINGS SENIOR RESIDENC	R	4/05/2019			184368		600.00
1006	COMMUNITY NATIONAL BANK	R	4/05/2019			184369	46	,422.96
4263	COX COMMUNICATIONS KANSAS LLC	R	4/05/2019			184370		37.29
4263	COX COMMUNICATIONS KANSAS LLC	R	4/05/2019			184371		96.14
4263	COX COMMUNICATIONS KANSAS LLC	R	4/05/2019			184372	2	,152.83
4263	COX COMMUNICATIONS KANSAS LLC	R	4/05/2019			184374		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	4/05/2019			184375		13.23
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	4/05/2019			184376		979.98
7935	CANDACE BREWSTER GAYOSO	R	4/05/2019			184377	1	,000.00
1	GILLESPIE, ADRIAEN	R	4/05/2019			184378		330.00
7995	HERITAGE TRACTOR INC	R	4/05/2019			184379		67.98
0845	JOCK'S NITCH	R	4/05/2019			184380		346.50
0226	KDOR LIQUOR TAX	R	4/05/2019			184381		39.85
7938	ROSANO DEL PILAR MENDEZ	R	4/05/2019			184382		25.00
6702	APPLIED CONCEPTS INC	R	4/05/2019			184383		191.67

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8062	KEVIN T VAUGHN	R	4/05/2019			184384		750.00
0752	US 69 HIGHWAY ASSOCIATION	R	4/05/2019			184385	3	,500.00
2916	US CELLULAR	R	4/05/2019			184386		98.49
5589	VERIZON WIRELESS SERVICES, LLC	R	4/05/2019			184387		228.62
2350	WASTE CORPORATION OF MISSOURI	R	4/05/2019			184388		500.00
1108	WESTAR ENERGY	R	4/05/2019			184389	97	,634.93
5371	PITTSBURG FAMILY YMCA	R	4/05/2019			184393		429.88
7651	K & D'S LIQUORS, LLC	R	4/09/2019			184394		430.80
2876	A-PLUS CLEANERS & LAUNDRY	R	4/12/2019			184395		711.50
2004	AIRE-MASTER OF AMERICA, INC.	R	4/12/2019			184396		17.22
7856	BARDAVON HEALTH INNOVATIONS, L	R	4/12/2019			184397		675.00
8065	BRITTAN BRENNER	R	4/12/2019			184398		77.28
8035	COMMERCIAL GASKET & PACKING CO	R	4/12/2019			184399		480.00
1006	COMMUNITY NATIONAL BANK	R	4/12/2019			184400	32	,409.07
0748	CONRAD FIRE EQUIPMENT INC	R	4/12/2019			184401		656.87
7657	COPY PRODUCTS, INC.	R	4/12/2019			184402	2	2,131.08
0375	WICHITA WATER CONDITIONING, IN	R	4/12/2019			184405		6.50
1	DE LUNA, VANESSA	R	4/12/2019			184406		143.75
6740	FELD FIRE	R	4/12/2019			184407		130.00
7995	HERITAGE TRACTOR INC	R	4/12/2019			184408		24.34
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/12/2019			184409		771.06
0225	KDOR	R	4/12/2019			184410	8	,261.91

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	4/12/2019		184411	381.92
7938	ROSANO DEL PILAR MENDEZ	R	4/12/2019		184412	25.00
7601	MEYER LAW FIRM, LLC	R	4/12/2019		184413	240.00
7392	ASSURECO RISK MANAGEMENT & REG	R	4/12/2019		184414	350.00
7472	PSU KELCE COLLEGE OF BUSINESS	R	4/12/2019		184415	25,000.00
0175	REGISTER OF DEEDS	R	4/12/2019		184416	89.00
7771	D & M RYAN, INC	R	4/12/2019		184417	103.75
1	SHEPPARD, LEM	R	4/12/2019		184418	100.00
1	SUMO'S CAKERY	R	4/12/2019		184419	75.00
6260	TRANE	R	4/12/2019		184420	695.00
7053	U.S. PEROXIDE, LLC	R	4/12/2019		184421	950.00
5589	VERIZON WIRELESS SERVICES, LLC	R	4/12/2019		184422	9,767.77
2350	WASTE CORPORATION OF MISSOURI	R	4/12/2019		184426	326.25
* * TOTALS * * REGULAR CHECKS:	NO 54			INVOICE AMOUNT 250,814.35	DISCOUNTS 0.00	CHECK AMOUNT 250,814.35
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS: EFT:	13 100			136,775.26 642,452.21	0.00	136,775.26 642,452.21
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS VOID CREDIT:	S	0.00	0.00	0.00	
TOTAL ERRORS: 0						
	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUND
VENDOR SET: 99 BANK: 80				1,030,041.82	0.00	CHECK AMOUNT 1,030,041.82
BANK: 80144 TOTALS:	167			1,030,041.82	0.00	1,030,041.82
REPORT TOTALS:	167			1,030,041.82	0.00	1,030,041.82

Passed and approved this 23 ^r	^a day of April, 2019.	
	Patrick J. O'Bryan, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		



DEPARTMENT OF PUBLIC UTILITIES

1506 N. Walnut · Pittsburg KS 66762

(620) 240-5126 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: MATT BACON

Director of Public Utilities

DATE: April 17, 2019

SUBJECT: Agenda Item – April 23, 2019

Disposition of Bids

2019 Surface Preservation Project

North and South Broadway Street (US-69B) and South Stilwell Street

Bids were received on Tuesday, April 16th, 2019 for the 2019 Surface Preservation Project on North and South Broadway Street and South Stilwell Street (see attached bid tabulation). After reviewing the bids received, City staff is recommending that the bid be awarded to Heckert Construction Co., Inc., of Pittsburg, with a total bid of \$971,902.94. This total includes the base bid plus all three (3) add alternates as follows:

Base Bid - \$399,903.51

North Broadway Street (US-69B) from 20th Street to Atkinson Road

Add Alternate 1 - \$177,285.76

South Stilwell Street and Adjoining Side Streets from Thomas Street to Centennial Drive and South Stilwell Street from Centennial Drive to Normal Street.

Add Alternate 2 - \$239,317.28

South Broadway Street (US-69B) from Ford Street to Madison Street.

Add Alternate 3 - \$155,396.39

South Broadway Street (US-69B) from Ford Street to Centennial Drive

Funding for this project will come from Sales Tax Street Program funds.

MEMO TO: DARON HALL APRIL 17, 2019 PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 23rd, 2019. Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Olsson Recommendation Memo

Bid Tabulation



MEMO

Overnight
Regular Mail
Hand Delivery
Other:

TO: Matt Bacon

Director of Public Utilities

FROM: Brian Coomes, PE

RE: Bid Award – 2019 Surface Preservation Project

DATE: April 17, 2019

PROJECT #: C19-0146 **PHASE**: 100

TASK: 100101

Dear Mr. Bacon,

On April 16, 2019 bids were opened for the 2019 Surface Preservation Project. The bidders and their bid amounts are shown on the attached bid tabulation. Overall, 5 bids were received. All bids were responsive, and all bids were under the Engineer's estimate.

Heckert Construction Company, Inc. of Pittsburg, Kansas was the low bidder for this project. Their grand total bid amount was \$971,902.94 which was below the Engineer's Estimate of \$1,464,767.00, including all Alternates. A bid bond was provided and the bidder acknowledged all addenda for the project. The bid was considered responsive.

Olsson is familiar with the work of Heckert Construction Company, Inc. They have successfully completed projects in the region of similar size and scope. They have also indicated they are ready to complete the project within the time frames established in the contract. Olsson recommends that the City award the Base Bid and All Alternates for the 2019 Surface Preservation Project to Heckert Construction Company, Inc.

Regards,

Brian Coomes



BID TABULATION

2019 Surface Preservation Project BID OPENING DATE: APRIL 16, 2019 - 2:00 PM

Client: City of Pittsburg, KS Project: Surface Preservation Project Project Number: C19-0146 Date: 4/16/2019			Engineer's Estimate		Heckert Construction Co., Inc. 746 E 520th Avenue Pittsburg, KS 66762		APAC- Central, Inc. Springfield Branch P.O. Box 1187 Springfield, MO 65801		Blevins Asphalt Construction P.O. Box 230 Mt. Vernon, MO 65712		Bettis Asphalt & Conctruction 12 W. Jackson Ave. Iola, KS 66749		Emery Sapp & Sons, Inc. 5350 East State Highway A Springfield, MO 65803	vA
ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID														
1 Mobilization	1	Lump Sum	\$ 55,000.00 \$	55,000.00	\$ 9,447.00		\$ 7,830.00		\$ 11,700.00 \$	11,700.00	\$ 72,500.00 \$		\$ 83,685.00	
2 Milling	36,826	Sq. Yd.	\$ 2.50 \$	92,065.00	\$ 1.71		\$ 1.96		\$ 1.51 \$	· · · · · · · · · · · · · · · · · · ·	\$ 2.16 \$		\$ 1.05	
3 Transporting Salvageable Material	1	Lump Sum	\$ 20,000.00 \$	20,000.00	\$ 17,000.00		\$ 13,675.00		\$ 27,705.00 \$	27,705.00	\$ 28,000.00 \$		\$ 26,490.00	\$ 26,490.00
4 HMA-Commercial Grade (Class A) (SR-12.5A) (PG 70-28) 5 Water Valve Concrete Pads	4,051 6	Tons Each	\$ 90.00 \$ \$ 750.00 \$	364,590.00 4,500.00	\$ 67.05 \$ 300.00		\$ 74.55 \$ 410.00		\$ 80.25 \$ \$ 475.00 \$	325,092.75 2,850.00	\$ 73.15 \$ \$ 975.00 \$		\$ 89.00 \$ 675.00	\$ 360,539.00 \$ 4,050.00
6 Manhole Concrete Pads	7	Each	\$ 1,250.00 \$	8,750.00	\$ 300.00		\$ 735.00		\$ 1,585.00 \$	11,095.00	\$ 1,250.00 \$		\$ 675.00	\$ 4,725.00
7 Pavement Marking Removal	1,182	Ln. Ft.	\$ 0.50 \$	591.00	\$ 0.95	· · · · · · · · · · · · · · · · · · ·	\$ 0.96		\$ 1.00 \$	1,182.00	\$ 0.95 \$		\$ 1.13	
8 Pavement Marking (Multi-Component)(White)(6")	680	Ln. Ft.	\$ 0.55 \$	374.00	\$ 0.80	\$ 544.00	\$ 0.81	\$ 550.80	\$ 0.85 \$	578.00	\$ 0.80 \$	544.00	\$ 2.56	\$ 1,740.80
9 Pavement Marking (Multi-Component)(White)(24")	164	Ln. Ft.	\$ 20.00 \$	3,280.00	\$ 14.00	· · · · · · · · · · · · · · · · · · ·	\$ 14.09	· · · · · · · · · · · · · · · · · · ·	\$ 14.80 \$	2,427.20	\$ 14.00 \$		\$ 10.25	
10 Pavement Marking (Multi-Component)(Yellow)(4")	446	Ln. Ft. Ln. Ft.	\$ 0.45 \$	200.70	\$ 0.60		\$ 0.60		\$ 0.65 \$		\$ 0.60 \$		\$ 2.05	
11 Pavement Marking (Thermoplastic)(White)(6") 12 Pavement Marking (Thermoplastic)(White)(24")	3,708 343	Ln. Ft.	\$ 0.75 \$ \$ 20.00 \$	2,781.00 6,860.00	\$ 0.80 \$ 14.00		\$ 0.81 \$ 14.09	· · · · · · · · · · · · · · · · · · ·	\$ 0.85 \$ \$ 14.80 \$	3,151.80 5,076.40	\$ 0.80 \$ \$ 14.00 \$		\$ 1.43 \$ 10.25	
13 Pavement Marking (Thermoplastic)(Ville)(24)	10,581	Ln. Ft.	\$ 0.60 \$	6,348.60	\$ 0.60	· · · · · · · · · · · · · · · · · · ·	\$ 0.60		\$ 0.65 \$		\$ 0.60 \$		\$ 0.92	
14 Pavement Mrk Sym (Multi-Component)(White)(Left Arrow)	3	Each	\$ 300.00 \$	900.00	\$ 245.00		\$ 246.53		\$ 260.00 \$	780.00	\$ 245.00 \$		\$ 138.38	\$ 415.14
15 Pavement Mrk Sym (Multi-Component)(White)(Right Arrow)	2	Each	\$ 300.00 \$	600.00	\$ 245.00	\$ 490.00	\$ 246.53	\$ 493.06	\$ 260.00 \$	520.00	\$ 245.00 \$	490.00	\$ 138.38	\$ 276.76
16 Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	40	Each	\$ 350.00 \$	14,000.00	\$ 245.00		\$ 246.53		\$ 260.00 \$	10,400.00	\$ 245.00 \$		\$ 153.75	
17 Traffic Control	1	Lump Sum	\$ 25,000.00 \$	25,000.00 605,840.30	\$ 5,592.00		\$ 7,700.00		\$ 15,500.00 \$	15,500.00 480,832.96	\$ 10,000.00 \$		\$ 6,334.50	\$ 6,334.50 \$ 555,557.17
		Total Base Bid =	\$	000,840.30		\$ 399,903.51		\$ 440,533.69	\$	400,832.96	\$	030,347.31		φ 555,557.17
ADD ALTERNATE NO. 1	1													
101 Mobilization	1 10000	Lump Sum	\$ 18,000.00 \$	18,000.00	\$ 1,702.00		\$ 565.00		\$ 3,600.00 \$	3,600.00	\$ 14,500.00 \$	14,500.00	\$ 5,500.00	\$ 5,500.00
102 Milling	19,241	Sq. Yd. Lump Sum	\$ 2.50 \$	48,102.50	\$ 1.71		\$ 1.96	· · · · · · · · · · · · · · · · · · ·	\$ 2.20 \$	42,330.20	\$ 1.85 \$		\$ 1.25	
103 Transporting Salvageable Material 104 HMA-Commercial Grade (Class A) (SR-12.5A) (PG 64-22)	2,117	Tons	\$ 12,500.00 \$ \$ 80.00 \$	12,500.00 169,360.00	\$ 8,800.00 \$ 60.45		\$ 7,425.00 \$ 75.70	· · · · · · · · · · · · · · · · · · ·	\$ 15,835.00 \$ \$ 70.31 \$	15,835.00 148,846.27	\$ 16,750.00 \$ \$ 70.00 \$		\$ 15,900.00 \$ 82.75	\$ 15,900.00 \$ 175,181.75
105 Water Valve Concrete Pads	1	Each	\$ 750.00 \$	750.00	\$ 300.00		\$ 410.00	\$ 410.00	\$ 475.00 \$	475.00	\$ 975.00 \$		\$ 675.00	\$ 675.00
106 Pavement Marking (Thermoplastic)(White)(24")	107	Ln. Ft.	\$ 20.00 \$	2,140.00	\$ 12.00	·	\$ 12.07	•	\$ 12.70 \$	1,358.90	\$ 12.00 \$		\$ 30.75	
107 Traffic Control	1	Lump Sum	\$ 3,500.00 \$	3,500.00	\$ 4,325.00	· · · · · · · · · · · · · · · · · · ·	\$ 3,020.00	\$ 3,020.00	\$ 5,300.00 \$	5,300.00	\$ 1,000.00 \$		\$ 2,101.25	
	Total Ad	dd Alternate No. 1 =	\$	254,352.50		\$ 177,285.76		\$ 210,680.75	\$	217,745.37	\$	218,294.85		\$ 226,699.50
ADD ALTERNATE NO. 2														
201 Mobilization	1	Lump Sum	\$ 26,000.00 \$	26,000.00	\$ 7,982.00	\$ 7,982.00	\$ 5,365.00	\$ 5,365.00	\$ 5,655.00 \$	5,655.00	\$ 18,500.00 \$	18,500.00	\$ 9,000.00	\$ 9,000.00
202 Milling	20,393	Sq. Yd.	\$ 2.50 \$	50,982.50	\$ 1.71	· · · · · · · · · · · · · · · · · · ·	\$ 1.97	· · · · · · · · · · · · · · · · · · ·	\$ 1.97 \$		\$ 1.75 \$		\$ 1.15	
203 Transporting Salvageable Material	1	Lump Sum Tons	\$ 12,500.00 \$	12,500.00	\$ 9,400.00		\$ 7,815.00	\$ 7,815.00	\$ 15,835.00 \$	15,835.00	\$ 16,750.00 \$		\$ 15,900.00	\$ 15,900.00
204 HMA-Commercial Grade (Class A) (SR-12.5A) (PG 70-28) 205 Water Valve Concrete Pads	2,243 16	Each	\$ 90.00 \$ \$ 750.00 \$	201,870.00 12,000.00	\$ 67.05 \$ 300.00		\$ 75.35 \$ 410.00		\$ 84.55 \$ \$ 475.00 \$	189,645.65 7,600.00	\$ 74.10 \$ \$ 975.00 \$		\$ 87.25 \$ 675.00	\$ 195,701.75 \$ 10.800.00
206 Manhole Concrete Pads	2	Each	\$ 1,250.00 \$	2,500.00	\$ 300.00	· · · · · · · · · · · · · · · · · · ·	\$ 735.00	· · · · · · · · · · · · · · · · · · ·	\$ 1,585.00 \$	3,170.00	\$ 975.00 \$ \$ 1,250.00 \$		\$ 675.00 \$,
207 Pavement Marking (Thermoplastic)(White)(6")	1,853	Ln. Ft.	\$ 0.75 \$	1,389.75	\$ 0.70		\$ 0.70		\$ 0.75 \$		\$ 0.70 \$		\$ 1.43	
208 Pavement Marking (Thermoplastic)(White)(24")	966	Ln. Ft.	\$ 20.00 \$	19,320.00	\$ 10.00	\$ 9,660.00	\$ 10.06	\$ 9,717.96	\$ 10.60 \$	10,239.60	\$ 10.00 \$	9,660.00	\$ 10.25	\$ 9,901.50
209 Pavement Marking (Thermoplastic)(Yellow)(4")	6,866	Ln. Ft.	\$ 0.60 \$	4,119.60	\$ 0.50		\$ 0.50		\$ 0.55 \$		\$ 0.50 \$		\$ 0.92	
210 Pavement Marking (Thermoplastic)(Yellow)(12")	134	Ln. Ft.	\$ 5.00 \$	670.00	\$ 5.00	•	\$ 5.03		\$ 5.30 \$		\$ 5.00 \$		\$ 4.10	
211 Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow) 212 Pavement Mrk Sym (Thermoplastic)(White)(RR X-ing)	6	Each Each	\$ 350.00 \$ \$ 1,500.00 \$	2,100.00 6,000.00	\$ 245.00 \$ 800.00		\$ 246.53 \$ 804.99		\$ 260.00 \$ \$ 845.00 \$	1,560.00 3,380.00	\$ 245.00 \$ \$ 800.00 \$		\$ 153.75 \$ 512.50	
213 Pavement Mrk Sym (Thermoplastic)(White)(Shared Lane)	29	Each	\$ 1,300.00 \$ \$ 450.00 \$	13,050.00	\$ 285.00		\$ 286.78	· · · · · · · · · · · · · · · · · · ·	\$ 301.00 \$	8,729.00	\$ 285.00 \$		\$ 281.88	\$ 2,030.00 \$ 8,174.52
214 Traffic Control	1	Lump Sum	\$ 12,500.00 \$	12,500.00	\$ 3,275.00		\$ 500.00	· · · · · · · · · · · · · · · · · · ·	\$ 8,500.00 \$	8,500.00	\$ 1,300.00 \$		\$ 5,201.88	\$ 5,201.88
	Total Ad	dd Alternate No. 2 =	\$	365,001.85		\$ 239,317.28		\$ 259,032.10	\$	300,364.71	\$	284,539.15		\$ 291,970.01
ADD ALTERNATE NO. 3														
301 Mobilization	1	Lump Sum	\$ 18,000.00 \$	18,000.00	\$ 1,188.00	\$ 1,188.00	\$ 2,185.00	\$ 2,185.00	\$ 3,525.00 \$	3,525.00	\$ 9,500.00 \$	9,500.00	\$ 4,800.00	\$ 4,800.00
302 Milling	13,979	Sq. Yd.	\$ 2.50 \$	34,947.50	\$ 1.71		\$ 1.97		\$ 1.87 \$		\$ 1.75 \$		\$ 1.15	
303 Transporting Salvageable Material	1	Lump Sum	\$ 10,000.00 \$	10,000.00	\$ 6,400.00		\$ 5,860.00		\$ 10,700.00 \$	10,700.00	\$ 11,000.00 \$		\$ 10,600.00	\$ 10,600.00
304 HMA-Commercial Grade (Class A) (SR-12.5A) (PG 70-28)	1,538	Tons	\$ 90.00 \$	138,420.00	\$ 67.05		\$ 76.20		\$ 83.45 \$		\$ 74.10 \$		\$ 87.25	
305 Water Valve Concrete Pads 306 Pavement Marking Removal	7 325	Each Ln. Ft.	\$ 750.00 \$ \$ 0.50 \$	5,250.00 162.50	\$ 300.00 \$ 1.00		\$ 410.00 \$ 1.01		\$ 475.00 \$ \$ 1.10 \$		\$ 975.00 \$ \$ 1.00 \$		\$ 675.00 \$ 10.25	
307 Pavement Marking Removal 307 Pavement Marking (Multi-Component)(White)(6")	325	Ln. Ft.	\$ 0.50 \$	18.15	\$ 2.00		\$ 1.01		\$ 1.10 \$		\$ 1.00 \$		\$ 10.25	
308 Pavement Marking (Multi-Component)(White)(24")	275	Ln. Ft.	\$ 20.00 \$	5,500.00	\$ 14.00		·	•	\$ 14.80 \$				·	
309 Pavement Marking (Multi-Component)(Yellow)(4")	18	Ln. Ft.	\$ 0.45 \$	8.10	\$ 1.00	· · · · · · · · · · · · · · · · · · ·	*							
310 Pavement Marking (Thermoplastic)(White)(6")	1,326	Ln. Ft.	\$ 0.75 \$	994.50	\$ 0.80									
311 Pavement Marking (Thermoplastic)(Yellow)(4")	4,536	Ln. Ft.	\$ 0.60 \$	2,721.60	\$ 0.60	· · · · · · · · · · · · · · · · · · ·	\$ 0.60	· · · · · · · · · · · · · · · · · · ·			<u> </u>			
312 Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	2	Each Each	\$ 350.00 \$	700.00										
313 Pavement Mrk Sym (Thermoplastic)(White)(Thru-Rt Arrow) 314 Pavement Mrk Sym (Thermoplastic)(White)(Shared Lane)	21	Each	\$ 450.00 \$ \$ 450.00 \$	900.00 9,450.00	\$ 450.00 \$ 335.00		\$ 452.81 \$ 337.09		\$ 475.00 \$ \$ 355.00 \$		\$ 450.00 \$ \$ 335.00 \$		\$ 230.63 \$ 281.88	
315 Traffic Control	1	Lump Sum	\$ 450.00 \$ \$ 12,500.00 \$	12,500.00	\$ 2,215.00		\$ 500.00		\$ 355.00 \$		\$ 335.00 \$		\$ 281.88 \$ 4,279.38	
	Total Ac	dd Alternate No. 3 =	\$	· · · · · · · · · · · · · · · · · · ·		\$ 155,396.39		\$ 172,709.97	\$	· · · · · · · · · · · · · · · · · · ·	\$			\$ 197,479.94
	GRAND TOTAL BID PRICE =			1,464,767.00		\$ 971,902.94		\$ 1,082,956.51		1,196,998.62		1,216,401.76		\$ 1,271,706.62
	GRAND I		\$	1,464,767.00		•			\$					
		Bid Guarantee	Yes		Ye		Ye		Yes		Yes		Ye	
		Addendum No. 1	Yes		Υe	S	Ye	es	Yes		Yes		Ye	S
Remarks:											1			