



City of Bonner Springs

KANSAS

Monday, May 22, 2023

200 East Third Street, Bonner Springs, KS 66012
Bonner Springs City Hall
Council Chambers

WORKSHOP MEETING - 6:30 p.m.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

WORKSHOP

1. 2024 Budget Workshop - Special Revenue, Enterprise, Multi-Year Capital and Equipment Plans

Action

Recommendation

Documents:

CITY COUNCIL MEETING - 7:30 P.M.

1. Proclamation - National Gun Violence Awareness Day

Action

Recommendation

Documents:

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA. (COPIES OF MATERIAL PRESENTED TO THE CITY COUNCIL MUST ALSO BE PROVIDED TO THE CITY CLERK.)

This item is for comments and questions from the audience about items that are not included on today's agenda.

CONSENT AGENDA

1. Minutes of the May 8, 2023 City Council Meeting

Action

Make a motion to approve the minutes as presented.

Recommendation

Documents:

1. 05082023 CCM Minutes

2. Claims for City Operation

Action

Make a motion to approve/adopt the claims for City operations as presented.

Recommendation

Staff recommends approval.

Documents:

1. Supplement Check Register
2. Supplement Expense Approval Report
3. Main Check Register
4. Main Expense Approval Report

3. Public Use Request - Junker's Jamboree

Action

Make a motion to approve the Public Use Request for Junker's Jamboree on Saturday, June 3, 2023 from 10 a.m. - 3 p.m.

Recommendation

Documents:

1. Public Use Request - Junker's Jamboree

4. Public Use Request - Tiblow Days Festival

Action

Make a motion to approve the Public Use request for Tiblow Days as presented.

Recommendation

Documents:

1. Public Use Request - Tiblow Days 2023

OLD BUSINESS

1. Lift Station No. 2 - Design/Build Phase II Agreement

Action Make a motion to approve the Design/Build Phase II agreement with Burns & McDonnell/CAS Constructors, LLC for construction of Lift Station No. 2 in the amount of \$3,860,031.

Recommendation The Public Works Director recommends approval.

Documents:

1. Contract

NEW BUSINESS

1. Memorandum of Understanding and Resolution for Moderate Income Housing Program Application

Action Make a motion to authorize the City to enter into a memorandum of understanding with Katfish Inc. and approve a resolution to submit an application for the Kansas Housing Resources Corporation Moderate Income Housing Program

Recommendation The Assistant City Manager recommends approval.

Documents:

1. Oak Street MIH Resolution
2. Katfish MOU - 2023 MIH
3. FY-2022-MIH-Income-Limits

2. Resolution Determining a Need for Housing and Proposed Rural Housing Incentive District

Action Make a motion to approve a resolution determining a need for housing within the City of Bonner Springs and proposing a Reinvestment Housing Incentive District.

Recommendation The Assistant City Manager and Bond Counsel recommend approval.

Documents:

1. RHID Resolution No. 1

3. Farmers Market Pavilion Project

Action Make a motion to approve the purchase of the pavilion through Icon Shelter Systems, for the amount of \$197,857.00.

Recommendation The Recreation Manager recommends approval.

Documents:

1. HGAC - KS Farmers Market REV B
2. boardagenda_september2020
3. Legal Ads_Houston Chronicle_4.5.20
4. Legal Ads_Houston Chronicle_4.12.20
5. pr11-20_final
6. PR11-20-Response-Opening-ScreenShots
7. IN40x80M-P4-20-90-14~79088 FINAL

4. Fire Department Staff Vehicle Purchase

Action Motion to approve the purchase of a 2023 Ford Explorer from Shawnee Mission Ford for the amount of \$49,750.

Recommendation The Fire Chief recommends approval

Documents:

1. Fire Department Command Vehicle Pricing

5. 2023 Street Resurfacing Project - Award Bid

Action Make a motion to award the bid for the 2023 Street Resurfacing project to McAnany Construction for the amount of \$889,422.

Recommendation The Public Works Director recommends approval.

Documents:

6. 2023 Annual Mowing Services - Award Bid

Action Make a motion to award the bid for the 2023 Annual Mowing Services to Lawn Force for an estimated cost of \$54,097.

Recommendation The Deputy Director of Public Works recommends approval.

Documents:

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. 5.16.23_Completed_Planning_Project_List
2. 5.16.23_Pending_Planning_Project_List
3. InCode_Building_Permit_Report
4. InCode_Code_Enforcement_Report
5. City Managers Update 5-16-23

2. City Council Items

3. Mayor's Report

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From:

Subject: Minutes of the May 8, 2023 City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes as presented.

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – May 8, 2023

The Bonner Springs City Council met in Workshop session at 6:00 p.m.

Councilmembers present: Council President Stephens, Shannon, Long, Wood, Kipp and Reeves.

Mayor Harrington and Councilmembers McMahan and Gurley were absent.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Justine Spease, Recreation Manager, Mark Lee, Community Development Director and Tillie LaPlante, Finance Director.

1. Unified Development Ordinance Update – Dawn Warrick, Frees & Nichols, provided an update on the Unified Development Ordinance project.
2. FY 2024 Budget Workshop – Financial Outlook – the City Manager and Finance Director gave a presentation on the financial outlook of the City in preparation for 2024 budget discussions.

The Workshop session adjourned at 6:51 p.m.

Executive Session to Discuss Non-Elected Personnel Matters – Shannon moved and Kipp seconded to go into executive session to discuss non-elected personnel matters K.S.A. 75-4319(b)(1). The open meeting will resume in the Council Chamber at 7:30 p.m.

Shannon moved and Long seconded to resume the open meeting with no action taken.

The Bonner Springs City Council met in regular session at 7:30 p.m.

Councilmembers present: Council President Stephens, Shannon, Long, Wood, Kipp and Reeves.

Mayor Harrington and Councilmembers McMahan and Gurley were absent.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Amber Vogan, Assistant City Manager, Mark Lee, Community Development Director, Mark Stites, Codes enforcement Officer and Tillie LaPlante, Finance Director. Hale Wierick, City Attorney, was also present

The Council President led the Pledge of Allegiance to the Flag of the United States of America, and Reverend Flournoy led the invocation.

Citizen Concerns about Items Not on Today's Agenda – None presented.

CONSENT AGENDA – The Mayor read the Consent Agenda items and asked the staff, audience or City Council if they wished to remove an item for separate consideration. No items were removed.

1. Minutes of the April 24, 2023 City Council Meeting
2. Claims for City Operations

Reeves moved and Shannon seconded to approve the consent agenda as presented. Unanimous approval.

OLD BUSINESS – None presented.

NEW BUSINESS –

1. **Public Hearing and Condemnation Resolution – 820 N. Nettleton** – Long moved and Reeves seconded to open the public hearing at 7:32 p.m..
Wood moved and Long seconded to close the public hearing at 7:42 p.m.
Long moved and Shannon seconded to adopt resolution 2023-07 with the amendment of changing the date in Section IV from June 23rd to June 27th. Unanimous approval. Assigned Resolution No. 2023-07
2. **Public Hearing and Condemnation Resolution – 13103 Metropolitan** – Long moved and Reeves seconded to open the public hearing.
Long moved and Reeves seconded to close the public hearing.
Shannon moved and Long seconded to adopt resolution 2023-08 with the amendment of changing the date in Section IV from June 23rd to June 27th. Unanimous approval. Assigned Resolution No. 2023-08

3. **Presentation and Acceptance of the 2022 Audit** - Reeves moved and Shannon seconded to accept the 2022 Audit. Unanimous approval.
4. **Special Use Permit for 11845 Kaw Drive – SUP-04-23** – Shannon moved and Kipp seconded to adopt an ordinance approving the requested Special Use Permit for 11845 Kaw Drive – SUP-04-23. Unanimous approval. Assigned Ordinance No. ____
5. **Fitness Court Concrete Pad Installation – Award Bid** – Shannon moved and Long seconded to award the bid for the fitness court concrete pad to Legacy Underground for \$34,500. Unanimous approval.
6. **WaterOne Contract Amendment No. 1** – Reeves moved and Shannon seconded to approve Contract Amendment No. 1 with WaterOne for emergency water access and water sales to the City of Bonner Springs. Unanimous approval.
7. **Water Treatment Plant – KDHE Loan and Laon Forgiveness** - Shannon moved and Long seconded to approve the loan agreement with KDHE for project No. 3155 in the amount of \$2.5 million. Unanimous approval.
8. **Water Meter Endpoint project** – Kipp moved and Reeves seconded to approve the agreement with Innovative Utility Solutions for the acquisition of water meter endpoints and the supporting software system in the amount of \$763,200. Unanimous approval.
9. **Lift Station No. 2 - Design/Build Phase II Agreement** – Shannon moved and Reeves seconded to table the item until the May 22, 2023 City Council meeting. Unanimous approval.

REPORTS

Item No. 1: City Manager's Report:

- The City finalized a \$1.7 million tax credit sale from the historic tax credits earned during the construction of City Hall.
- The City was awarded the Medallion award by the Kansas Preservation Alliance.
- Introduced new Fire Chief, Tim Richards.

Item No. 2: City Council Items

- Wood thanked staff for making things work.

Item No. 3: Mayor's Report

- No report given in the Mayor's absence

The meeting adjourned at 9:37 p.m.

_____ Christina Brake, City Clerk

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Sarah Frehe

Subject: Claims for City Operation

Recommendation: Staff recommends approval.

Action: Make a motion to approve/adopt the claims for City operations as presented.

Background: Staff enclosed the supplement claims for City operations in the amount of \$34,766.80 and the regular claims in the amount of \$1,253,060.65.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00583 - 5/12/2023 Payroll Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
5615	AT & T 5011	05/12/2023	Regular	0.00	305.35	151092
1274	BARBARA BILLE	05/12/2023	Regular	0.00	130.00	151093
12271	CITY OF GARDEN CITY	05/12/2023	Regular	0.00	40.00	151094
10942	EVERGY KANSAS CENTRAL INC FKA WE	05/12/2023	Regular	0.00	13,322.78	151095
7513	HSA BANK	05/12/2023	Regular	0.00	7,042.34	151096
12267	JARED MASTERS	05/12/2023	Regular	0.00	144.00	151097
10784	LAUREN TINBERG	05/12/2023	Regular	0.00	148.00	151098
12268	LOIS ROBERTS	05/12/2023	Regular	0.00	2,625.00	151099
9879	MAINSTREET CREDIT UNION	05/12/2023	Regular	0.00	865.00	151100
11912	MEGAN GILLILAND	05/12/2023	Regular	0.00	214.84	151101
7764	MICHAEL J. DANIELS	05/12/2023	Regular	0.00	164.00	151102
7206	NATIONAL INSURANCE MARKETING BI	05/12/2023	Regular	0.00	1,085.98	151103
11621	TALIA ROSA PEREZ	05/12/2023	Regular	0.00	132.00	151104
11421	WEX INC.	05/12/2023	Regular	0.00	8,547.51	151105

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	14	0.00	34,766.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	20	14	0.00	34,766.80



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 5/12/2023 - 5/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 5615 - AT & T 5011				
AT & T 5011	0790469593-042523	05/12/2023	SPECIAL CIRCUITS AND ALARMS 4/25/23 - 5/24/23	31.35
AT & T 5011	0790469593-042523	05/12/2023	SPECIAL CIRCUITS AND ALARMS 4/25/23 - 5/24/23	134.00
AT & T 5011	0790469593-042523	05/12/2023	SPECIAL CIRCUITS AND ALARMS 4/25/23 - 5/24/23	140.00
Vendor 5615 - AT & T 5011 Total:				305.35
Vendor: 1274 - BARBARA BILLE				
BARBARA BILLE	0002802	05/12/2023	HOA & KACE CONFERENCE REIMBURSEMENT	130.00
Vendor 1274 - BARBARA BILLE Total:				130.00
Vendor: 12271 - CITY OF GARDEN CITY				
CITY OF GARDEN CITY	0002812	05/12/2023	REGION VII DINNER AT IIMC CONFERENCE	40.00
Vendor 12271 - CITY OF GARDEN CITY Total:				40.00
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC ...	0002804	05/12/2023	STREETLIGHTS 3/30/23 - 4/28/23	12,773.42
EVERGY KANSAS CENTRAL INC ...	0002805	05/12/2023	MUNICIPAL STREETLIGHT - LED 3/31/23 - 4/30/23	471.68
EVERGY KANSAS CENTRAL INC ...	0002806	05/12/2023	ELECTRICAL SERVICE 4/5/23 - 5/4/23	48.77
EVERGY KANSAS CENTRAL INC ...	0002807	05/12/2023	ELECTRICAL SERVICE 4/5/23 - 5/4/23	28.91
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				13,322.78
Vendor: 7513 - HSA BANK				
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	2,354.84
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	187.50
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	125.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	125.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	250.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	562.50
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	187.50
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	187.50
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	1,750.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	625.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	250.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	250.00
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	62.50
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	62.50

Expense Approval Report

Post Dates: 5/12/2023 - 5/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
HSA BANK	0002814	05/12/2023	HEALTH SAVINGS FOR 5/12/2023	62.50
Vendor 7513 - HSA BANK Total:				7,042.34
Vendor: 12267 - JARED MASTERS				
JARED MASTERS	0002803	05/12/2023	2023 APWA SNOW CONFERENCE REIMBURSEMENT	144.00
Vendor 12267 - JARED MASTERS Total:				144.00
Vendor: 10784 - LAUREN TINBERG				
LAUREN TINBERG	LT04292023	05/12/2023	SOCCER OFFICIAL - 3 GAMES	56.00
LAUREN TINBERG	LT04302023	05/12/2023	SOCCER OFFICIAL - 5 GAMES	92.00
Vendor 10784 - LAUREN TINBERG Total:				148.00
Vendor: 12268 - LOIS ROBERTS				
LOIS ROBERTS	0002810	05/12/2023	2140 S 138TH ST - ROW AND/OR EASEMENTS	2,625.00
Vendor 12268 - LOIS ROBERTS Total:				2,625.00
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0002815	05/12/2023	PAYROLL FOR 5/12/2023	865.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				865.00
Vendor: 11912 - MEGAN GILLILAND				
MEGAN GILLILAND	0002811	05/12/2023	HEARTLAND EDC COURSE MILEAGE REIMBURSEMENT	214.84
Vendor 11912 - MEGAN GILLILAND Total:				214.84
Vendor: 7764 - MICHAEL J. DANIELS				
MICHAEL J. DANIELS	MD04292023	05/12/2023	SOCCER OFFICIAL - 5 GAMES	88.00
MICHAEL J. DANIELS	MD04302023	05/12/2023	SOCCER OFFICIAL - 4 GAMES	76.00
Vendor 7764 - MICHAEL J. DANIELS Total:				164.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARKET...A019097		05/12/2023	MAY BENEFITS DIRECT INSURANCE	1,085.98
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				1,085.98
Vendor: 11621 - TALIA ROSA PEREZ				
TALIA ROSA PEREZ	TP04292023	05/12/2023	SOCCER OFFICIAL - 3 GAMES	56.00
TALIA ROSA PEREZ	TP04302023	05/12/2023	SOCCER OFFICIAL - 4 GAMES	76.00
Vendor 11621 - TALIA ROSA PEREZ Total:				132.00
Vendor: 11421 - WEX INC.				
WEX INC.	88914313	05/12/2023	APRIL FUEL	163.47
WEX INC.	88914313	05/12/2023	APRIL FUEL	425.00
WEX INC.	88914313	05/12/2023	APRIL FUEL	5,358.53
WEX INC.	88914313	05/12/2023	APRIL FUEL	1,087.24
WEX INC.	88914313	05/12/2023	APRIL FUEL	270.67
WEX INC.	88914313	05/12/2023	APRIL FUEL	677.65
WEX INC.	88914313	05/12/2023	APRIL FUEL	564.95
Vendor 11421 - WEX INC. Total:				8,547.51
Grand Total:				34,766.80



Bonner Springs, KS

Check Register

Packet: APPKT00585 - 5/16/2023 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
7484	1138, INC	05/16/2023	Regular	0.00	20.00	151106
6515	911 CUSTOM	05/16/2023	Regular	0.00	8,924.42	151107
12272	ACROSS THE STREET PRODUCTIONS, II	05/16/2023	Regular	0.00	1,540.00	151108
5763	AERO-MOD, INC.	05/16/2023	Regular	0.00	1,706.29	151109
10078	AMAZON CAPITAL SERVICES, INC AMA	05/16/2023	Regular	0.00	746.94	151110
10764	ARTHUR J GALLAGHER RISK MANAGEN	05/16/2023	Regular	0.00	320.00	151111
11920	ATHLETES OF TOMORROW	05/16/2023	Regular	0.00	100.00	151112
2470	ATMOS ENERGY	05/16/2023	Regular	0.00	1,265.18	151113
1461	AUGUSTINE EXTERMINATORS	05/16/2023	Regular	0.00	139.00	151114
10140	BEVERLY S MILLS	05/16/2023	Regular	0.00	20.00	151115
7416	BG CONSULTANTS, INC	05/16/2023	Regular	0.00	28,636.75	151116
11759	BURNS & MCDONNELL	05/16/2023	Regular	0.00	1,012,958.39	151117
12273	CALEB CLARK	05/16/2023	Regular	0.00	100.00	151118
11793	CHARTER COMMUNICATIONS HOLDING	05/16/2023	Regular	0.00	244.72	151119
10027	CINTAS	05/16/2023	Regular	0.00	461.87	151120
11655	CINTAS FIRE 636525	05/16/2023	Regular	0.00	185.00	151121
5560	COMMERCIAL AQUATIC SVCS INC CAS	05/16/2023	Regular	0.00	3,245.05	151122
10136	COMPLIANCEONE	05/16/2023	Regular	0.00	762.70	151123
12276	CONSTRUCTION AND ABATEMENT SEF	05/16/2023	Regular	0.00	3,352.00	151124
2216	CROSBY PLUMBING	05/16/2023	Regular	0.00	375.00	151125
11409	CSE INC	05/16/2023	Regular	0.00	32.74	151126
12274	DAVID BLAKE	05/16/2023	Regular	0.00	100.00	151127
0014	DEFFENBAUGH INDUSTRIES INC WM C	05/16/2023	Regular	0.00	1,160.27	151128
11899	EASY ICE, LLC	05/16/2023	Regular	0.00	140.00	151129
11557	ELECTRONIC CONTRACTING COMPAN	05/16/2023	Regular	0.00	600.00	151130
7003	ERIC B PARR	05/16/2023	Regular	0.00	595.00	151131
10942	EVERGY KANSAS CENTRAL INC FKA WE	05/16/2023	Regular	0.00	25,345.81	151132
11686	FIRE RECOVERY EMS	05/16/2023	Regular	0.00	1,465.06	151133
7858	GALLS, LLC	05/16/2023	Regular	0.00	71.76	151134
1532	GT DISTRIBUTORS	05/16/2023	Regular	0.00	126.59	151135
12160	GUARDIAN SECURITY SYSTEMS INC	05/16/2023	Regular	0.00	151.94	151136
4804	HASTY AWARDS	05/16/2023	Regular	0.00	141.41	151137
10009	HD FENCE, LLC	05/16/2023	Regular	0.00	1,902.46	151138
7242	HELGET GAS PRODUCTS INC	05/16/2023	Regular	0.00	173.53	151139
12277	JAMES KERR	05/16/2023	Regular	0.00	250.00	151140
5345	JOHNSON COUNTY WASTEWATER	05/16/2023	Regular	0.00	805.46	151141
12278	JOSEPHINE CHILSON	05/16/2023	Regular	0.00	100.00	151142
7899	JUSTINE SPEASE	05/16/2023	Regular	0.00	600.00	151143
5308	KANSAS ONE-CALL SYSTEM, INC C/O M	05/16/2023	Regular	0.00	193.20	151144
11747	LENEXA PARK & RECREATION	05/16/2023	Regular	0.00	443.00	151145
6250	LEXIS NEXIS RISK DATA MGMT INC	05/16/2023	Regular	0.00	366.67	151146
12279	LISA TRUDELL	05/16/2023	Regular	0.00	1,500.00	151147
7604	M.R.P.P. INC.	05/16/2023	Regular	0.00	528.82	151148
6849	MJV-A LLC	05/16/2023	Regular	0.00	187.08	151149
12280	NANCY GOSS	05/16/2023	Regular	0.00	1,006.00	151150
12192	NEW CONCEPT BONNER LLC	05/16/2023	Regular	0.00	434.05	151151
0187	OLATHE WINWATER WORKS	05/16/2023	Regular	0.00	85.00	151152
0947	O'REILLY AUTO STORES INC	05/16/2023	Regular	0.00	32.47	151153
6624	OVIVO USA, LLC	05/16/2023	Regular	0.00	115,277.50	151154
11541	PEREGRINE CORPORATION	05/16/2023	Regular	0.00	943.03	151155
3531	PERRY & TRENT LLC	05/16/2023	Regular	0.00	6,762.00	151156
11867	PI MANAGED SERVICES LLC	05/16/2023	Regular	0.00	62.50	151157
0562	POMP'S TIRE SERVICE, INC	05/16/2023	Regular	0.00	508.40	151158
11931	QUENTINS BBQ & SIDES LLC	05/16/2023	Regular	0.00	247.50	151159

Check Register

Packet: APPKT00585-5/16/2023 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10641	REDISHRED KANSAS INC PROSHRED SE	05/16/2023	Regular	0.00	147.32	151160
11773	RONALD TILDEN	05/16/2023	Regular	0.00	297.05	151161
3714	SAM'S CLUB DIRECT COMMERCIAL CR	05/16/2023	Regular	0.00	143.18	151162
11859	SEAN GORDON	05/16/2023	Regular	0.00	7,910.00	151163
12281	SHANNON WHISENANT	05/16/2023	Regular	0.00	100.00	151164
11869	SOUTHWEST ANSWERING SERVICE INC	05/16/2023	Regular	0.00	147.88	151165
7670	STAPLES CONTRACT & COMMERCIAL S	05/16/2023	Regular	0.00	118.29	151166
11692	STAR SIGNS LLC	05/16/2023	Regular	0.00	340.00	151167
12282	STEPHANIE WEIR	05/16/2023	Regular	0.00	40.00	151168
11573	STUMBO HANSON LLP	05/16/2023	Regular	0.00	538.80	151169
10854	THE JATH GROUP, INC	05/16/2023	Regular	0.00	3,392.59	151170
2975	THE KANSAS JUDICIAL COUNCIL	05/16/2023	Regular	0.00	140.00	151171
12283	THE SMALL HINGE LLC	05/16/2023	Regular	0.00	1,200.00	151172
6802	TOTAL ELECTRIC CONTRACTORS INC	05/16/2023	Regular	0.00	1,961.35	151173
7715	TYLER TECHNOLOGIES INC	05/16/2023	Regular	0.00	130.00	151174
11556	U.S. BANK EQUIPMENT FINANCE	05/16/2023	Regular	0.00	965.02	151175
6819	UNIFIRST CORPORATION	05/16/2023	Regular	0.00	471.53	151176
4137	UNIVERSITY OF KS HOSPITAL AUTH	05/16/2023	Regular	0.00	90.00	151177
3088	VANCE BROTHERS, INC	05/16/2023	Regular	0.00	611.03	151178
8404	VESTA LEE LUMBER COMPANY	05/16/2023	Regular	0.00	44.09	151179
7375	WATCHMEN SECURITY SERVICES	05/16/2023	Regular	0.00	191.29	151180
2845	WATTS UP	05/16/2023	Regular	0.00	14.42	151181
8411	WILSON & COMPANY ENGINEERS	05/16/2023	Regular	0.00	6,624.25	151182

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	129	77	0.00	1,253,060.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	129	77	0.00	1,253,060.65



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 5/16/2023 - 5/16/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7484 - 1138, INC				
1138, INC	230903	05/16/2023	BACKGROUND CHECKS - LU	20.00
Vendor 7484 - 1138, INC Total:				20.00
Vendor: 6515 - 911 CUSTOM				
911 CUSTOM	50086	05/16/2023	UNIT 73 - NEW SETUP EQUIP	7,088.31
911 CUSTOM	52187	05/16/2023	UNIT 72	1,836.11
Vendor 6515 - 911 CUSTOM Total:				8,924.42
Vendor: 12272 - ACROSS THE STREET PRODUCTIONS, INC				
ACROSS THE STREET PRODUCTI...	INV14667	05/16/2023	COMMAND TRAINING	1,540.00
Vendor 12272 - ACROSS THE STREET PRODUCTIONS, INC Total:				1,540.00
Vendor: 5763 - AERO-MOD, INC.				
AERO-MOD, INC.	SO43574-1	05/16/2023	REPAIR PARTS FOR WWTP PRESS	1,517.06
AERO-MOD, INC.	SO43586-1	05/16/2023	FLANGE BOLT - WWTP PRESS	189.23
Vendor 5763 - AERO-MOD, INC. Total:				1,706.29
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES, IN...	131T-CLF9-4WHG	05/16/2023	COFFEE CUPS	32.96
AMAZON CAPITAL SERVICES, IN...	136V-H36L-J7MX	05/16/2023	WELLNESS PROGRAM PRIZES	283.00
AMAZON CAPITAL SERVICES, IN...	1C9T-N7R6-679M	05/16/2023	KENNEL SUN SCREEN	73.99
AMAZON CAPITAL SERVICES, IN...	1CMN-XLLK-4XF6	05/16/2023	PICTURE HANGING STRIPS/WALL HOOKS	66.47
AMAZON CAPITAL SERVICES, IN...	1DLK-QTV4-MQTK	05/16/2023	WELLNESS PROGRAM PRIZES	64.56
AMAZON CAPITAL SERVICES, IN...	1LKC-36HX-HGKY	05/16/2023	ACO SUPPLIES	96.02
AMAZON CAPITAL SERVICES, IN...	1M4M-6QQ9-14CJ	05/16/2023	NO DIVING STENCILS FOR POOL	54.97
AMAZON CAPITAL SERVICES, IN...	1M4M-6QQ9-14CJ	05/16/2023	CLIP BOARDS/PAGE PROTECTORS	45.98
AMAZON CAPITAL SERVICES, IN...	1WY9-KK1V-9CKW	05/16/2023	TICK SPRAY FOR AC BUILDING	28.99
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				746.94
Vendor: 10764 - ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC				
ARTHUR J GALLAGHER RISK MA...	4660361	05/16/2023	KS UNDERGROUND STORAGE TANK LIABILITY INS	320.00
Vendor 10764 - ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC Total:				320.00
Vendor: 11920 - ATHLETES OF TOMORROW				
ATHLETES OF TOMORROW	49714041	05/16/2023	REFUND DEPOSIT - GYMNASIUM 5/6/23	100.00
Vendor 11920 - ATHLETES OF TOMORROW Total:				100.00
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0002827	05/16/2023	GAS SERVICE	288.82
ATMOS ENERGY	0002827	05/16/2023	GAS SERVICE	517.59
ATMOS ENERGY	0002827	05/16/2023	GAS SERVICE	154.08
ATMOS ENERGY	0002827	05/16/2023	GAS SERVICE	123.53
ATMOS ENERGY	0002827	05/16/2023	GAS SERVICE	154.08
ATMOS ENERGY	0002827	05/16/2023	GAS SERVICE	27.08
Vendor 2470 - ATMOS ENERGY Total:				1,265.18
Vendor: 1461 - AUGUSTINE EXTERMINATORS				
AUGUSTINE EXTERMINATORS	2391621	05/16/2023	PEST CONTROL	139.00
Vendor 1461 - AUGUSTINE EXTERMINATORS Total:				139.00
Vendor: 10140 - BEVERLY S MILLS				
BEVERLY S MILLS	23-125	05/16/2023	GREEN TREE ID PLAQUE FOR MEMORIAL TREE - STOLFUS	10.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BEVERLY S MILLS	23-142	05/16/2023	GREEN TREE ID PLAQUE FOR MEMORIAL TREE - REHM	10.00
Vendor 10140 - BEVERLY S MILLS Total:				20.00
Vendor: 7416 - BG CONSULTANTS, INC				
BG CONSULTANTS, INC	20-1413L (31)	05/16/2023	Owners Representative Services - Water Plant Proj	26,469.25
BG CONSULTANTS, INC	22-1301L (10)	05/16/2023	Owners Rep services with Lift Station #2 Project	2,167.50
Vendor 7416 - BG CONSULTANTS, INC Total:				28,636.75
Vendor: 11759 - BURNS & MCDONNELL				
BURNS & MCDONNELL	PMT #10	05/16/2023	Phase II Water Treatment Facility Project	1,012,958.39
Vendor 11759 - BURNS & MCDONNELL Total:				1,012,958.39
Vendor: 12273 - CALEB CLARK				
CALEB CLARK	49957608	05/16/2023	REFUND DEPOSIT SUNFLOWER ROOM 5/6/23	100.00
Vendor 12273 - CALEB CLARK Total:				100.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC				
CHARTER COMMUNICATIONS HO...	0099865050623	05/16/2023	INTERNET BILL 5/6/23 - 6/5/23	244.72
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				244.72
Vendor: 11655 - CINTAS FIRE 636525				
CINTAS FIRE 636525	0F58680618	05/16/2023	SERVICE FIRE EXTINGUISHERS IN COMMUNITY CENTER	185.00
Vendor 11655 - CINTAS FIRE 636525 Total:				185.00
Vendor: 10027 - CINTAS				
CINTAS	4155040134	05/16/2023	BUILDING SUPPLIES	224.67
CINTAS	4155044705	05/16/2023	MATS, SCREENS - CITY HALL	237.20
Vendor 10027 - CINTAS Total:				461.87
Vendor: 5560 - COMMERCIAL AQUATIC SVCS INC CAS				
COMMERCIAL AQUATIC SVCS I...	46081-1	05/16/2023	VGB DRAINS	3,245.05
Vendor 5560 - COMMERCIAL AQUATIC SVCS INC CAS Total:				3,245.05
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	303853	05/16/2023	APRIL DRUG POOL MONTHLY CHARGE	37.44
COMPLIANCEONE	303853	05/16/2023	APRIL DRUG POOL MONTHLY CHARGE	18.72
COMPLIANCEONE	303853	05/16/2023	DOT 5 SUBSTANCE/PRE- EMPLOYMENT - BEADLE	89.50
COMPLIANCEONE	303853	05/16/2023	APRIL DRUG POOL MONTHLY CHARGE	14.04
COMPLIANCEONE	303853	05/16/2023	APRIL DRUG POOL MONTHLY CHARGE	4.68
COMPLIANCEONE	303854	05/16/2023	NON 9 PANEL URINE - O'BRIEN	52.80
COMPLIANCEONE	303854	05/16/2023	NON 5 PANEL URINE - RICHARDS	52.80
COMPLIANCEONE	303854	05/16/2023	APRIL DRUG POOL MONTHLY CHARGE	327.60
COMPLIANCEONE	303854	05/16/2023	NON 5 PANEL URINE - BARTELS	52.80
COMPLIANCEONE	303854	05/16/2023	APRIL DRUG POOL MONTHLY CHARGE	112.32
Vendor 10136 - COMPLIANCEONE Total:				762.70
Vendor: 12276 - CONSTRUCTION AND ABATEMENT SERVICES, INC				
CONSTRUCTION AND ABATEM...	8515	05/16/2023	REMOVAL OF ASBESTOS TILE AND MASTIC	3,352.00
Vendor 12276 - CONSTRUCTION AND ABATEMENT SERVICES, INC Total:				3,352.00
Vendor: 2216 - CROSBY PLUMBING				
CROSBY PLUMBING	33662027	05/16/2023	CUT OUT FLANGE IN RESTROOMS	375.00
Vendor 2216 - CROSBY PLUMBING Total:				375.00

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Post Dates: 5/16/2023 - 5/16/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11409 - CSE INC				
CSE INC	198587	05/16/2023	UNIFORM ITEMS	32.74
Vendor 11409 - CSE INC Total:				32.74
Vendor: 12274 - DAVID BLAKE				
DAVID BLAKE	52006139	05/16/2023	REFUND DEPOSIT GYMNASIUM 5/6/23	100.00
Vendor 12274 - DAVID BLAKE Total:				100.00
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC				
DEFFENBAUGH INDUSTRIES INC...	7102065-4858-2	05/16/2023	COMMUNITY CENTER DUMPSTER SERVICE	710.45
DEFFENBAUGH INDUSTRIES INC...	7117109-4858-1	05/16/2023	PD DUMPSTER SERVICE	449.82
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC Total:				1,160.27
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	00944238	05/16/2023	MAY 2023 ICE MACHINE RENTAL	70.00
EASY ICE, LLC	00944238	05/16/2023	MAY 2023 ICE MACHINE RENTAL	70.00
Vendor 11899 - EASY ICE, LLC Total:				140.00
Vendor: 11557 - ELECTRONIC CONTRACTING COMPANY				
ELECTRONIC CONTRACTING C...	42696	05/16/2023	ALARM MONITORING SERVICES 5/1/23 - 4/30/24	600.00
Vendor 11557 - ELECTRONIC CONTRACTING COMPANY Total:				600.00
Vendor: 7003 - ERIC B PARR				
ERIC B PARR	199	05/16/2023	REDISTRICTING WARD MAPS	595.00
Vendor 7003 - ERIC B PARR Total:				595.00
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	1,969.16
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	116.27
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	1,241.53
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	1,400.49
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	91.81
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	2,129.23
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	189.89
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	1,763.10
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	12,137.59
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	3,215.15
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	278.86
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	72.19
EVERGY KANSAS CENTRAL INC ...	0002828	05/16/2023	ELECTRIC SERVICE	740.54
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				25,345.81
Vendor: 11686 - FIRE RECOVERY EMS				
FIRE RECOVERY EMS	050223CBKS	05/16/2023	APRIL AMBULANCE PAYMENTS	1,465.06
Vendor 11686 - FIRE RECOVERY EMS Total:				1,465.06
Vendor: 7858 - GALLS, LLC				
GALLS, LLC	024174974	05/16/2023	UNIFORM SHIRT	71.76
Vendor 7858 - GALLS, LLC Total:				71.76
Vendor: 1532 - GT DISTRIBUTORS				
GT DISTRIBUTORS	INV0951280	05/16/2023	UNIFORM ITEMS	93.60
GT DISTRIBUTORS	UNIV0022913	05/16/2023	UNIFORM ITEMS	32.99
Vendor 1532 - GT DISTRIBUTORS Total:				126.59
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC				
GUARDIAN SECURITY SYSTEMS ...	0002816	05/16/2023	ALARM SYSTEM 5/1/23 - 5/31/23	36.38
GUARDIAN SECURITY SYSTEMS ...	0002816	05/16/2023	ALARM SYSTEM 5/1/23 - 5/31/23	79.18
GUARDIAN SECURITY SYSTEMS ...	0002816	05/16/2023	ALARM SYSTEM 5/1/23 - 5/31/23	36.38
Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:				151.94

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Post Dates: 5/16/2023 - 5/16/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 4804 - HASTY AWARDS				
HASTY AWARDS	05230098	05/16/2023	SOCCER MEDALS	141.41
Vendor 4804 - HASTY AWARDS Total:				141.41
Vendor: 10009 - HD FENCE, LLC				
HD FENCE, LLC	1306	05/16/2023	FIX FENCE POST AT AQUATIC PARK	600.67
HD FENCE, LLC	1307	05/16/2023	FIX FENCE HOLE AT AQUATIC PARK	1,301.79
Vendor 10009 - HD FENCE, LLC Total:				1,902.46
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	02018080	05/16/2023	OXYGEN	115.13
HELGET GAS PRODUCTS INC	02596092	05/16/2023	OXYGEN	22.45
HELGET GAS PRODUCTS INC	02599544	05/16/2023	OXYGEN	35.95
Vendor 7242 - HELGET GAS PRODUCTS INC Total:				173.53
Vendor: 12277 - JAMES KERR				
JAMES KERR	116799	05/16/2023	PARTIAL BOND REFUND JAMES KERR	130.00
JAMES KERR	116799	05/16/2023	PARTIAL BOND REFUND JAMES KERR	120.00
Vendor 12277 - JAMES KERR Total:				250.00
Vendor: 5345 - JOHNSON COUNTY WASTEWATER				
JOHNSON COUNTY WASTEWAT...	0002817	05/16/2023	WW CHARGES 4/1/23 - 4/30/23	805.46
Vendor 5345 - JOHNSON COUNTY WASTEWATER Total:				805.46
Vendor: 12278 - JOSEPHINE CHILSON				
JOSEPHINE CHILSON	50704261	05/16/2023	REFUND DEPOSIT SUNFLOWER ROOM 5/7/23	100.00
Vendor 12278 - JOSEPHINE CHILSON Total:				100.00
Vendor: 7899 - JUSTINE SPEASE				
JUSTINE SPEASE	0002820	05/16/2023	PETTY CASH FOR SWIMMING POOL	600.00
Vendor 7899 - JUSTINE SPEASE Total:				600.00
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT				
KANSAS ONE-CALL SYSTEM, INC...	3040167	05/16/2023	APRIL LOCATES (161)	193.20
Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT Total:				193.20
Vendor: 11747 - LENEXA PARK & RECREATION				
LENEXA PARK & RECREATION	0002826	05/16/2023	WINE AROUND (EXCELSIOR SPRINGS) TRIP	443.00
Vendor 11747 - LENEXA PARK & RECREATION Total:				443.00
Vendor: 6250 - LEXIS NEXIS RISK DATA MGMT INC				
LEXIS NEXIS RISK DATA MGMT I...	1240964-20230430	05/16/2023	AVCC ANNUAL FEE	366.67
Vendor 6250 - LEXIS NEXIS RISK DATA MGMT INC Total:				366.67
Vendor: 12279 - LISA TRUDELL				
LISA TRUDELL	282	05/16/2023	BOOTH FEE AT MWTN CONFERENCE	750.00
LISA TRUDELL	282	05/16/2023	2023 MWTN CONFERENCE SPONSORSHIP	750.00
Vendor 12279 - LISA TRUDELL Total:				1,500.00
Vendor: 7604 - M.R.P.P. INC.				
M.R.P.P. INC.	5605	05/16/2023	TIBLOW TRANSIT	11.88
M.R.P.P. INC.	5606	05/16/2023	NOTICE FOR REQUEST ON CALL RATES CODE ENFORCEMENT	93.60
M.R.P.P. INC.	5607	05/16/2023	NOTICE TO BID - NETTLETON FITNESS COURT	38.61
M.R.P.P. INC.	5638	05/16/2023	ORD. 2542	10.53
M.R.P.P. INC.	5639	05/16/2023	ORD. 2543	39.78
M.R.P.P. INC.	5640	05/16/2023	ORD. 2544	40.95
M.R.P.P. INC.	5641	05/16/2023	ORD. 2545	39.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
M.R.P.P. INC.	5642	05/16/2023	ORD. 2546	126.16
M.R.P.P. INC.	5653	05/16/2023	TREASURER'S REPORT	70.20
M.R.P.P. INC.	5654	05/16/2023	NOTICE TO BID - 2023 RESURFACING PROJECT	19.89
M.R.P.P. INC.	5655	05/16/2023	NOTICE OF PUBLIC HEARING BZA-01-23	37.44
Vendor 7604 - M.R.P.P. INC. Total:				528.82
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	123400-043023	05/16/2023	UNIFORM CLEANING	187.08
Vendor 6849 - MJV-A LLC Total:				187.08
Vendor: 12280 - NANCY GOSS				
NANCY GOSS	2020-12215	05/16/2023	SEIZED EVIDENCE MONEY RETURN	1,006.00
Vendor 12280 - NANCY GOSS Total:				1,006.00
Vendor: 12192 - NEW CONCEPT BONNER LLC				
NEW CONCEPT BONNER LLC	1689	05/16/2023	UNIT 64	117.12
NEW CONCEPT BONNER LLC	1709	05/16/2023	UNIT 52	316.93
Vendor 12192 - NEW CONCEPT BONNER LLC Total:				434.05
Vendor: 0187 - OLATHE WINWATER WORKS				
OLATHE WINWATER WORKS	18149700	05/16/2023	CHECK VALVE, PVC PIPE & BUSHING FOR WTP SUMP PUMP	85.00
Vendor 0187 - OLATHE WINWATER WORKS Total:				85.00
Vendor: 0947 - O'REILLY AUTO STORES INC				
O'REILLY AUTO STORES INC	0264-214497	05/16/2023	FLEET SUPPLIES	3.49
O'REILLY AUTO STORES INC	0264-226618	05/16/2023	FLEET SUPPLIES	28.98
Vendor 0947 - O'REILLY AUTO STORES INC Total:				32.47
Vendor: 6624 - OVIVO USA, LLC				
OVIVO USA, LLC	8485121	05/16/2023	WWTP Aerator/Mixer Unit Replacement	115,277.50
Vendor 6624 - OVIVO USA, LLC Total:				115,277.50
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	516181	05/16/2023	SECT 4 APRIL UTIL BILLS (1024/990)	570.50
PEREGRINE CORPORATION	516258	05/16/2023	SECT 5 APRIL UTIL BILLS (676/645)	372.53
Vendor 11541 - PEREGRINE CORPORATION Total:				943.03
Vendor: 3531 - PERRY & TRENT LLC				
PERRY & TRENT LLC	03408	05/16/2023	PROSECUTOR SVCS 3/1/23 - 3/31/23	6,762.00
Vendor 3531 - PERRY & TRENT LLC Total:				6,762.00
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	INV0013918	05/16/2023	IT SERVICES	62.50
Vendor 11867 - PI MANAGED SERVICES LLC Total:				62.50
Vendor: 0562 - POMP'S TIRE SERVICE, INC				
POMP'S TIRE SERVICE, INC	1250141513	05/16/2023	UNIT 50	508.40
Vendor 0562 - POMP'S TIRE SERVICE, INC Total:				508.40
Vendor: 11931 - QUENTINS BBQ & SIDES LLC				
QUENTINS BBQ & SIDES LLC	000053	05/16/2023	CATERING FOR COUNFIL OF MAYORS MEETING 5/3/23	247.50
Vendor 11931 - QUENTINS BBQ & SIDES LLC Total:				247.50
Vendor: 10641 - REDISHRED KANSAS INC PROSHRED SECURITY				
REDISHRED KANSAS INC PROSH...	1160211	05/16/2023	64 GALLION SECURITY BIN/64 GALLON TEMP BIN	90.64
REDISHRED KANSAS INC PROSH...	1160226	05/16/2023	SHREDDING SERVICES	56.68
Vendor 10641 - REDISHRED KANSAS INC PROSHRED SECURITY Total:				147.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	106795	05/16/2023	VEHICLE OIL CHANGE/INSPECTION	49.95
RONALD TILDEN	106799	05/16/2023	UNIT 50	112.20
RONALD TILDEN	106893	05/16/2023	TIRE DISPOSAL	50.00
RONALD TILDEN	106943	05/16/2023	UNIT 72	84.90
Vendor 11773 - RONALD TILDEN Total:				297.05
Vendor: 3714 - SAM'S CLUB DIRECT COMMERCIAL CREDIT				
SAM'S CLUB DIRECT COMMERC...	0002818	05/16/2023	WATER/SNACKS FOR TRIP TO OMAHA	25.94
SAM'S CLUB DIRECT COMMERC...	0002819	05/16/2023	CITY WIDE CLEAN UP SUPPLIES	105.86
SAM'S CLUB DIRECT COMMERC...	0002829	05/16/2023	INTEREST CHARGE	11.38
Vendor 3714 - SAM'S CLUB DIRECT COMMERCIAL CREDIT Total:				143.18
Vendor: 11859 - SEAN GORDON				
SEAN GORDON	186-22-2	05/16/2023	FINAL PAYMENT - AUDIT SERVICES 2022 YE	7,910.00
Vendor 11859 - SEAN GORDON Total:				7,910.00
Vendor: 12281 - SHANNON WHISENANT				
SHANNON WHISENANT	494393738	05/16/2023	REFUND DEPOSIT SUNFLOWER ROOM 4/30/23	100.00
Vendor 12281 - SHANNON WHISENANT Total:				100.00
Vendor: 11869 - SOUTHWEST ANSWERING SERVICE INC				
SOUTHWEST ANSWERING SERV...	287104212023	05/16/2023	AFTER HOURS ANSWERING SERVICE 3/24/23 - 4/20/23	147.88
Vendor 11869 - SOUTHWEST ANSWERING SERVICE INC Total:				147.88
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE				
STAPLES CONTRACT & COMME...	8070102317	05/16/2023	HP TONER	84.29
STAPLES CONTRACT & COMME...	8070102317	05/16/2023	EASY CLOSE CATALOG ENVELOPES	34.00
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE Total:				118.29
Vendor: 11692 - STAR SIGNS LLC				
STAR SIGNS LLC	6956	05/16/2023	ADA ROOM ID'S	340.00
Vendor 11692 - STAR SIGNS LLC Total:				340.00
Vendor: 12282 - STEPHANIE WEIR				
STEPHANIE WEIR	51772561	05/16/2023	REFUND - GIRLS 12U SUMMER BALL	50.00
STEPHANIE WEIR	51772561	05/16/2023	REFUND - GIRLS 12U SUMMER BALL	-10.00
Vendor 12282 - STEPHANIE WEIR Total:				40.00
Vendor: 11573 - STUMBO HANSON LLP				
STUMBO HANSON LLP	69703	05/16/2023	LEGAL SERVICE - WW PROJECTS	538.80
Vendor 11573 - STUMBO HANSON LLP Total:				538.80
Vendor: 10854 - THE JATH GROUP, INC				
THE JATH GROUP, INC	73470	05/16/2023	REG JANITORIAL SERVICE 5/1/23 - 5/31/23	1,870.00
THE JATH GROUP, INC	74124	05/16/2023	EXTRA CLEANING AT SOUTH PARK	125.00
THE JATH GROUP, INC	S-12762	05/16/2023	JANITORIAL SUPPLIES	128.25
THE JATH GROUP, INC	S-12763	05/16/2023	JANITORIAL SUPPLIES	865.99
THE JATH GROUP, INC	S-12764	05/16/2023	CLEANING SUPPLIES	403.35
Vendor 10854 - THE JATH GROUP, INC Total:				3,392.59
Vendor: 2975 - THE KANSAS JUDICIAL COUNCIL				
THE KANSAS JUDICIAL COUNCIL	43736	05/16/2023	KS MUNI CT MANUAL 2022 SUPPLEMENT	45.00
THE KANSAS JUDICIAL COUNCIL	44191	05/16/2023	2022 PIK MANUAL	95.00
Vendor 2975 - THE KANSAS JUDICIAL COUNCIL Total:				140.00

Expense Approval Report

Post Dates: 5/16/2023 - 5/16/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12283 - THE SMALL HINGE LLC				
THE SMALL HINGE LLC	95329929	05/16/2023	PRINTED MATERIALS FOR DOWNTON EVENT	1,200.00
Vendor 12283 - THE SMALL HINGE LLC Total:				1,200.00
Vendor: 6802 - TOTAL ELECTRIC CONTRACTORS INC				
TOTAL ELECTRIC CONTRACTORS ..12903		05/16/2023	REPAIR TRAFFIC SIGNAL K7 & 130TH ST	872.31
TOTAL ELECTRIC CONTRACTORS ..12904		05/16/2023	REPAIR TRAFFIC SIGNAL K7 & CANANN CENTER DR	678.40
TOTAL ELECTRIC CONTRACTORS ..12930		05/16/2023	REPAIR TRAFFIC SIGNAL K7 & CANAAN CENTER DR	410.64
Vendor 6802 - TOTAL ELECTRIC CONTRACTORS INC Total:				1,961.35
Vendor: 7715 - TYLER TECHNOLOGIES INC				
TYLER TECHNOLOGIES INC	025-421931	05/16/2023	Tyler Content Manager Software	130.00
Vendor 7715 - TYLER TECHNOLOGIES INC Total:				130.00
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINANCE 499943603		05/16/2023	COPIER RENTAL 4/17/23 - 5/17/23	142.78
U.S. BANK EQUIPMENT FINANCE 499943603		05/16/2023	COPIER RENTAL 4/17/23 - 5/17/23	142.79
U.S. BANK EQUIPMENT FINANCE 500148333		05/16/2023	FD PRINTER LEASE 4/20/23 - 5/20/23	339.95
U.S. BANK EQUIPMENT FINANCE 500148648		05/16/2023	PD PRINTER LEASE 4/20/23 - 5/20/23	339.50
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				965.02
Vendor: 6819 - UNIFIRST CORPORATION				
UNIFIRST CORPORATION	3281031708	05/16/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	13.88
UNIFIRST CORPORATION	3281031708	05/16/2023	UNIFORM RENTALS	117.71
UNIFIRST CORPORATION	3281031708	05/16/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	13.87
UNIFIRST CORPORATION	3281031708	05/16/2023	UNIFORM RENTALS	49.28
UNIFIRST CORPORATION	3281034103	05/16/2023	BLDG MAINT/RESTROOM SUPPLIES - WWTP	74.97
UNIFIRST CORPORATION	3281034104	05/16/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	44.31
UNIFIRST CORPORATION	3281034104	05/16/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281034104	05/16/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	44.32
UNIFIRST CORPORATION	3281034104	05/16/2023	UNIFORM RENTALS	49.28
Vendor 6819 - UNIFIRST CORPORATION Total:				471.53
Vendor: 4137 - UNIVERSITY OF KS HOSPITAL AUTH				
UNIVERSITY OF KS HOSPITAL A...	00319728-00	05/16/2023	RANDOM DS PANEL-ESCREEN TEST	90.00
Vendor 4137 - UNIVERSITY OF KS HOSPITAL AUTH Total:				90.00
Vendor: 3088 - VANCE BROTHERS, INC				
VANCE BROTHERS, INC	IG00019408	05/16/2023	ASPHALT STREET REPAIRS	611.03
Vendor 3088 - VANCE BROTHERS, INC Total:				611.03
Vendor: 8404 - VESTA LEE LUMBER COMPANY				
VESTA LEE LUMBER COMPANY	173810	05/16/2023	LUMBER/SCREWS	27.89
VESTA LEE LUMBER COMPANY	173827	05/16/2023	POSTS FOR MEMORIAL TREE PLAQUES	16.20
Vendor 8404 - VESTA LEE LUMBER COMPANY Total:				44.09
Vendor: 7375 - WATCHMEN SECURITY SERVICES				
WATCHMEN SECURITY SERVICES	75587	05/16/2023	MAY MONTHLY MONITORING - COMMUNITY CENTER	132.97
WATCHMEN SECURITY SERVICES	75824	05/16/2023	MAY MONTHLY MONITORING - AQUATIC PARK	58.32
Vendor 7375 - WATCHMEN SECURITY SERVICES Total:				191.29

Expense Approval Report

Post Dates: 5/16/2023 - 5/16/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 2845 - WATTS UP				
WATTS UP	INV043535	05/16/2023	REPLACEMENT LED BULBS	7.21
WATTS UP	INV043617	05/16/2023	REPLACEMENT LED BULBS	7.21
Vendor 2845 - WATTS UP Total:				14.42
Vendor: 8411 - WILSON & COMPANY ENGINEERS				
WILSON & COMPANY ENGINEE...	114762	05/16/2023	ENGINEERING SERVICES FOR SANDSTONE TOWNHOMES	5,907.50
WILSON & COMPANY ENGINEE...	114763	05/16/2023	ENGINEERING SERVICES FOR FARMERS MARKET	716.75
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				6,624.25
Grand Total:				1,253,060.65



City of Bonner Springs KANSAS

Private Use of Parks, Streets, or Public Parking Lot Application

Fee \$50.00 (Non-Alcohol)

Fee \$250.00 (Alcohol on Premises)

Not-for-profit organizations or individuals exempt from fees. (Attach certification form or 501c status)

Date: 5/12/23

Date of Requested Event: Saturday June 3, 2023

Time of Requested Event: 10am - 3pm

Applicant Name: City of Bonner Springs / Megan Gilliland

Business or Organization: Downtown Forward / City

Street Address/Mailing Address: - City/State/Zip: 66012

Phone - Email: mgilliland@bonnersprings.org

Public Parking Lot(s) Requested:

☐ Clear diagram of the parking lot area to be used attached

(Events with alcohol or cereal malt beverages must be fenced and be at least 30 feet from Centennial Park).

Park Requested: ☐ Centennial Park ☐ Dog Park ☐ Lion's Park ☐ Kelly Murphy Memorial Park

☐ Kerry Roberts Memorial Park ☐ North Park ☐ South Park ☐ Trails:

Street(s) Requested: 100 + 200 block of Oak closed from 7am - 5pm

☒ Route Attached

Police, Fire, EMS or Other Municipal Services Needed: Yes ☐ No ☐ If yes, what services? police in area

☐ Background check forms for security personnel for police chief approval attached.

☐ Certificate of insurance that names the city as an additional insured attached.

Tent will be Used: Yes ☐ No ☒ (Tent permit form required, if applicable) Small 10x10 Vendor tents

Provide full, detailed explanation of purpose of event; include if admissions or space rental will be charged:

no admission. Special event promoting vintage & antique shopping.

☐ List of vendors that will participate in event attached. n/a

☐ List of planned activities attached

☒ Statement that the public property used and adjacent areas will be cleaned immediately after the event attached.

☒ Statement detailing how applicant will notify all affected property owners and tenants attached. If the applicant does not notify affected tenants, future requests may be denied.

Event to Raise Funds for Charitable Purposes: Yes ☐ No ☒ If yes, what Charitable Purpose?

☐ Organization Status Proof attached

Application Requirements:

- A. Submit this application and all required forms and information to the City Clerk's Office at least 30 days prior to the date of the event for City Council approval, but no more than one year in advance.
- B. Not-for-profit organizations, association or individuals must provide proof of their non-profit status. A not-for-profit certificate of good standing from the Kansas Secretary of State is an acceptable proof for purposes of this subsection.
- C. Unincorporated associations, organizations or individuals not registered with the Kansas Secretary of State must provide certification of their not-for-profit status.
- D. All applicants must have or obtain all applicable business licenses and ensure vendors that participate in the event have or obtain an occupational license from the City.

Restrictions:

- A. Unless otherwise allowed by ordinance, no more than four special event permits will be issued per calendar year to any individual, business, association, or organization for the use of a public parking lot.
- B. Any event or activity that a for-profit individual, business, association or organization co-sponsors, promotes or participates in any way with any not-for-profit qualified individual, business, association or organization as defined in Section 12-703, paragraph J or K of this ordinance, will count as an event for the for-profit entity.
- C. Unless otherwise allowed by ordinance, no permit will be issued for more than three consecutive days, except for the carnival for Tiblow Days.
- D. No permit will be issued which conflicts with the Annual Chamber of Commerce Tiblow Days, or any other city approved celebration.
- E. Approved event shall not take place between the hours of 12 a.m. midnight and 6 a.m. of any day.
- F. No permit will be issued in conflict with any other approved event, Zoning Ordinance, City Ordinance, policy, or regulation.
- G. Sale, possession and/or consumption of alcoholic beverages or cereal malt beverages require separate permits per Chapter III Beverages, Article 1 General Provisions, Sections 3-104 and 3-105 and Chapter 8 Temporary Permits of this Code. Applications for these permits shall be submitted at the same time as the permit required in this Article.

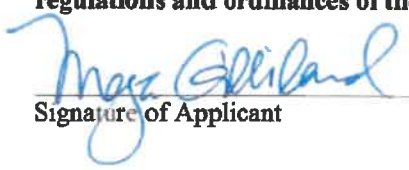
Display of Permit: A permit issued shall prominently display the permit at the special event site or have the permit available to display to any officer or employee of the City upon demand.

Revocation of Permit: The City Manager or designee may suspend or revoke a permit issued if: The permittee fails to meet the conditions imposed on the issuance of the permit; violates any provision of this Code or other ordinance of the City governing the activities permitted by the permit or if the permit was obtained by fraud or misrepresentation.

Hazard Prohibited: No person shall make any use of the public parking lot that constitutes an immediate hazard requiring immediate action to protect the public.

Penalty: Any person who violates the requirements of Ordinance No. 2304, upon conviction, shall be fined not less than \$20.00 nor more than \$500.00 or be imprisoned for not more than thirty (30) days, or be both so fined and imprisoned. Each day that a person violates the requirements of this Article shall constitute a separate offense.

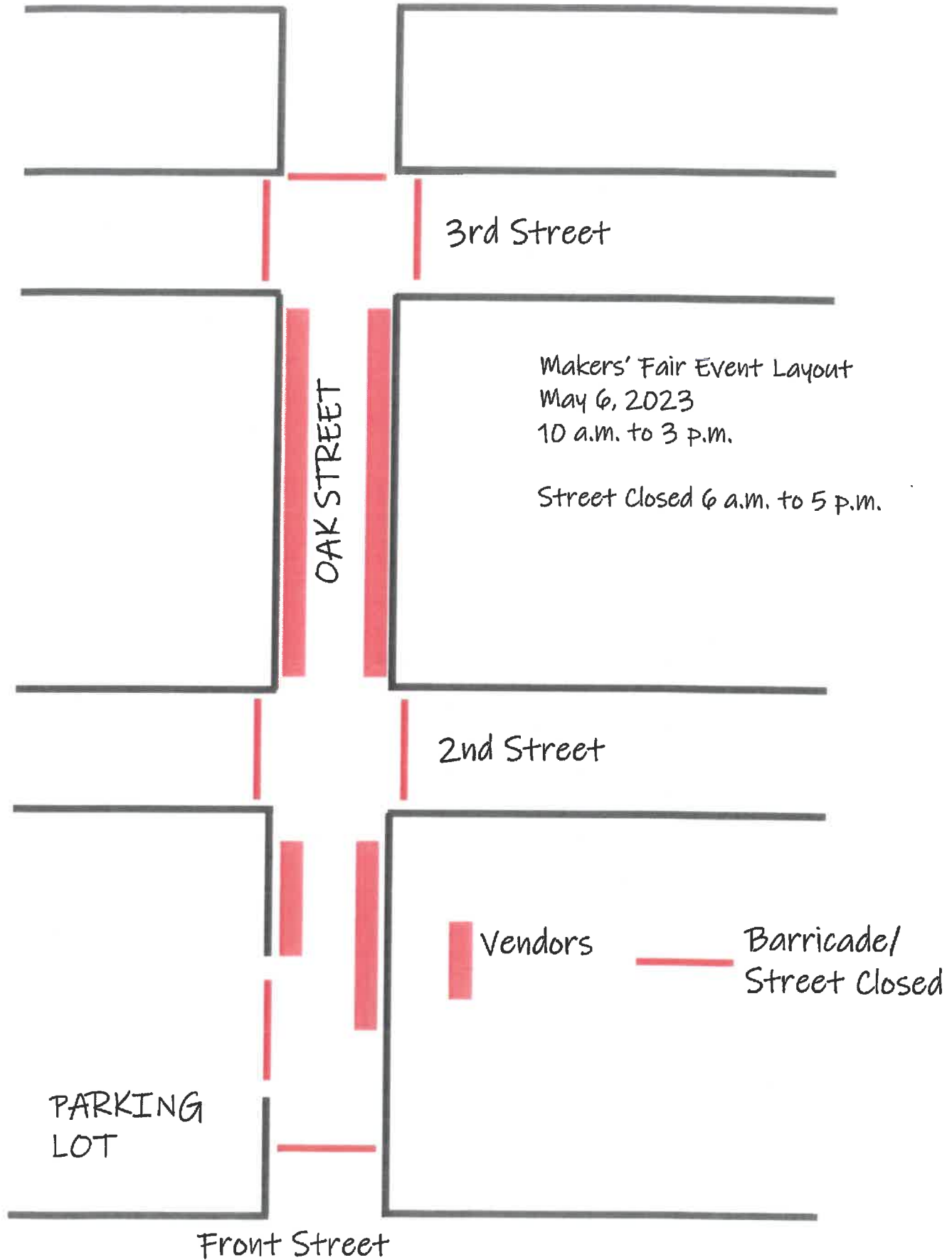
I hereby confirm by signing this application that I understand the regulations and will comply with all regulations and ordinances of the City of Bonner Springs, as outlined above.


Signature of Applicant

Receipt

Transaction Code: MS
Product Code: LL

South Nettleton



Memorandum

Date: May 22, 2023
To: Mayor and City Council
From:

Subject: Public Use Request - Tiblow Days Festival

Recommendation:

Action: Make a motion to approve the Public Use request for Tiblow Days as presented.

Background: The Chamber of Commerce Director submitted a public use request for Tiblow Days on August 24-26, 2023. The request includes the following closures:

- **City Parking lots** - at Centennial Park, 2nd Street and Cedar, Elm between 2nd and 3rd Streets
- **Streets** - Oak Street from Front Street to Nettleton, 2nd Street from Cedar to Elm, 3rd Street from Cedar to Elm, a portion of the south side of 2nd Street from Neconi to the Fuel House, Morse from Lion's Park to Nettleton, Nettleton from Morse to 2nd Street, Elm from S. Nettleton to 2nd Street.

Discussion:

Financial Impact:



City of Bonner Springs
KANSAS

Private Use of Parks, Streets, or Public Parking Lot Application

Fee \$50.00 (Non-Alcohol)

Fee \$250.00 (Alcohol on Premises)

Not-for-profit organizations or individuals exempt from fees. (Attach certification form or 501c status)

Date: 5/12/23

Date of Requested Event: Tiblow Days Festival August 25-26, 2023

Time of Requested Event: Varies - See attached map

Applicant Name: Emily Blanks - Executive Director, BSEDW CHamber

Business or Organization: Bonner Springs Edwardsville Chamber of Commerce

Street Address/Mailing Address: 309 Oak St., P.O. Box 548 City/State/Zip: Bonner Springs, KS 66012

Phone: _____ Email: director@bsedwchamber.org

Public Parking Lot(s) Requested: See attached map

☒ Clear diagram of the parking lot area to be used attached

(Events with alcohol or cereal malt beverages must be fenced and be at least 30 feet from Centennial Park).

Park Requested: ☒ Centennial Park ☐ Dog Park ☐ Lion's Park ☒ Kelly Murphy Memorial Park

☐ Kerry Roberts Memorial Park ☐ North Park ☐ South Park ☐ Trails: _____

Street(s) Requested: Oak, Second, Third, Cedar, a portion of Second Street from Neconi to Fuel House - See attached map

☒ Route Attached

Police, Fire, EMS or Other Municipal Services Needed: Yes ☒ No ☐ If yes, what services? _____

☐ Background check forms for security personnel for police chief approval attached.

☒ Certificate of insurance that names the city as an additional insured attached.

Tent will be Used: Yes ☒ No ☐ (Tent permit form required, if applicable)

Provide full, detailed explanation of purpose of event; include if admissions or space rental will be charged:
Annual Tiblow Days Festival

☒ List of vendors that will participate in event attached.

☒ List of planned activities attached

☒ Statement that the public property used and adjacent areas will be cleaned immediately after the event attached.

☒ Statement detailing how applicant will notify all affected property owners and tenants attached. If the applicant does not notify affected tenants, future requests may be denied.

Event to Raise Funds for Charitable Purposes: Yes ☐ No ☒ If yes, what Charitable Purpose? _____

☐ Organization Status Proof attached

Application Requirements:

- A. Submit this application and all required forms and information to the City Clerk's Office at least 30 days prior to the date of the event for City Council approval, but no more than one year in advance.
- B. Not-for-profit organizations, association or individuals must provide proof of their non-profit status. A not-for-profit certificate of good standing from the Kansas Secretary of State is an acceptable proof for purposes of this subsection.
- C. Unincorporated associations, organizations or individuals not registered with the Kansas Secretary of State must provide certification of their not-for-profit status.
- D. All applicants must have or obtain all applicable business licenses and ensure vendors that participate in the event have or obtain an occupational license from the City.

Restrictions:

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- B. Any event or activity that a for-profit individual, business, association or organization co-sponsors, promotes or participates in any way with any not-for-profit qualified individual, business, association or organization as defined in Section 12-703, paragraph J or K of this ordinance, will count as an event for the for-profit entity.
- C. Unless otherwise allowed by ordinance, no permit will be issued for more than three consecutive days, except for the carnival for Tiblow Days.
- D. No permit will be issued which conflicts with the Annual Chamber of Commerce Tiblow Days, or any other city approved celebration.
- E. Approved event shall not take place between the hours of 12 a.m. midnight and 6 a.m. of any day.
- F. No permit will be issued in conflict with any other approved event, Zoning Ordinance, City Ordinance, policy, or regulation.
- G. Sale, possession and/or consumption of alcoholic beverages or cereal malt beverages require separate permits per Chapter III Beverages, Article 1 General Provisions, Sections 3-104 and 3-105 and Chapter 8 Temporary Permits of this Code. Applications for these permits shall be submitted at the same time as the permit required in this Article.

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Hazard Prohibited: No person shall make any use of the public parking lot that constitutes an immediate hazard requiring immediate action to protect the public.

Penalty: Any person who violates the requirements of Ordinance No. 2304, upon conviction, shall be fined not less than \$20.00 nor more than \$500.00 or be imprisoned for not more than thirty (30) days, or be both so fined and imprisoned. Each day that a person violates the requirements of this Article shall constitute a separate offense.

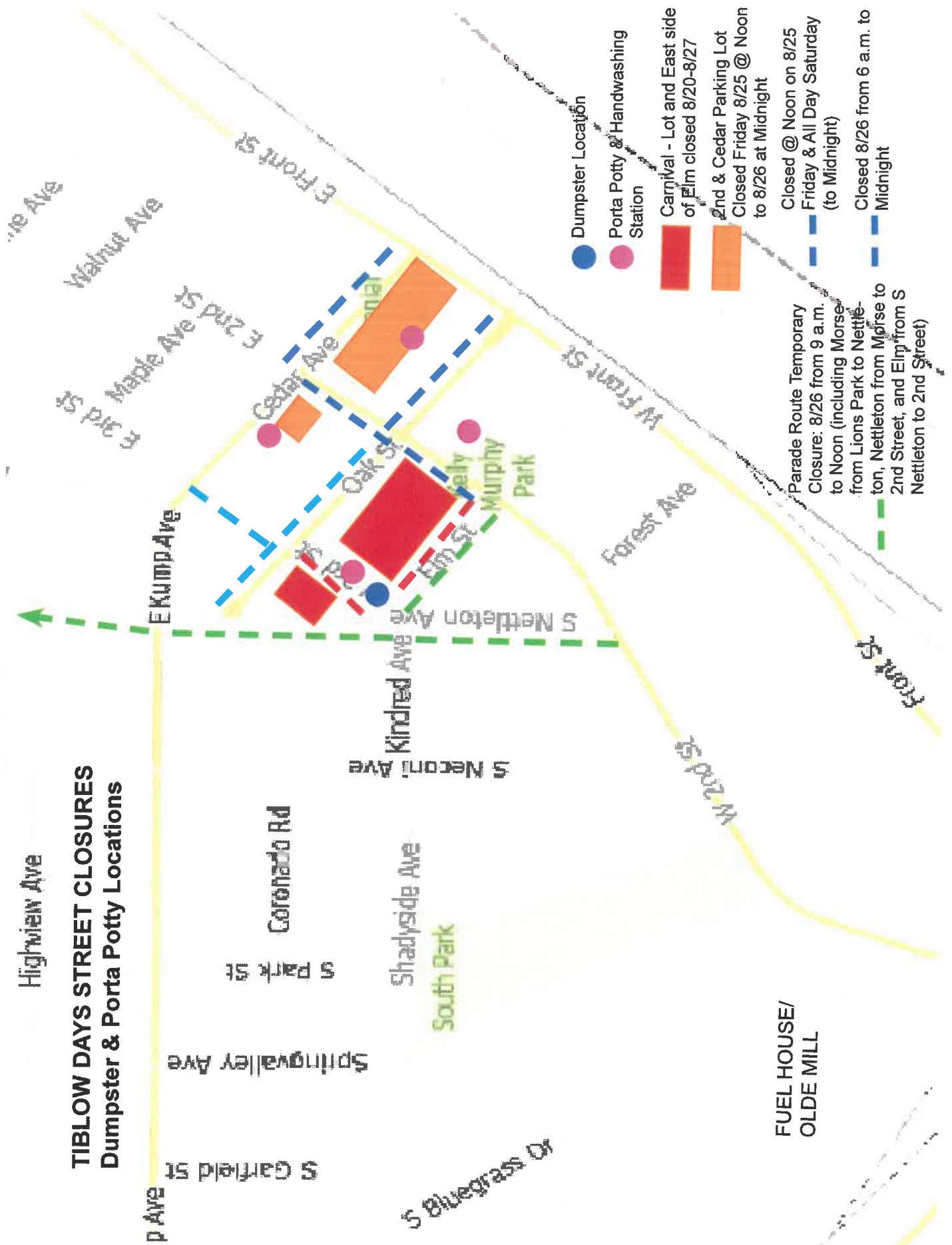
I hereby confirm by signing this application that I understand the regulations and will comply with all regulations and ordinances of the City of Bonner Springs, as outlined above.

Signature of Applicant

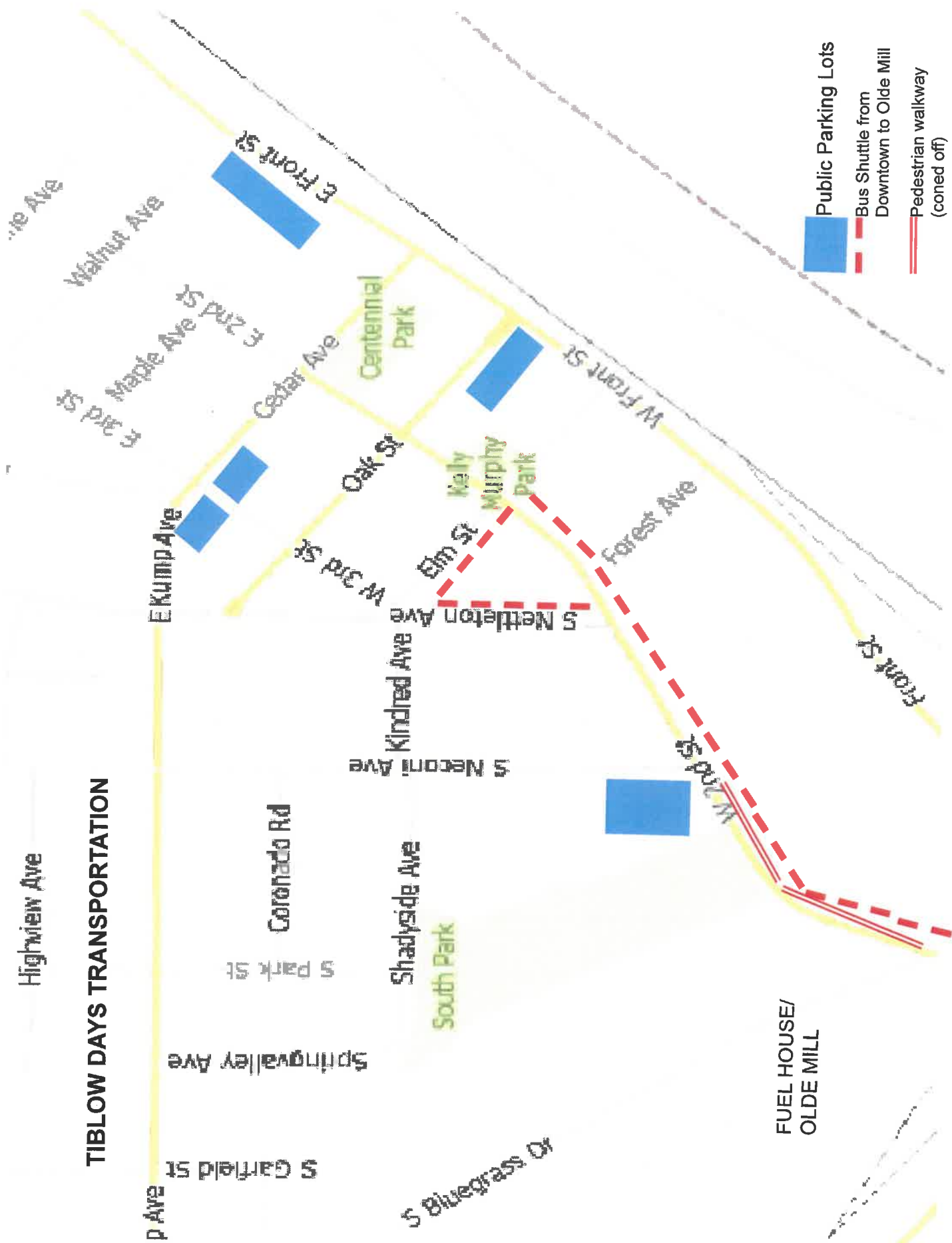
Receipt

Transaction Code: MS
Product Code: LL

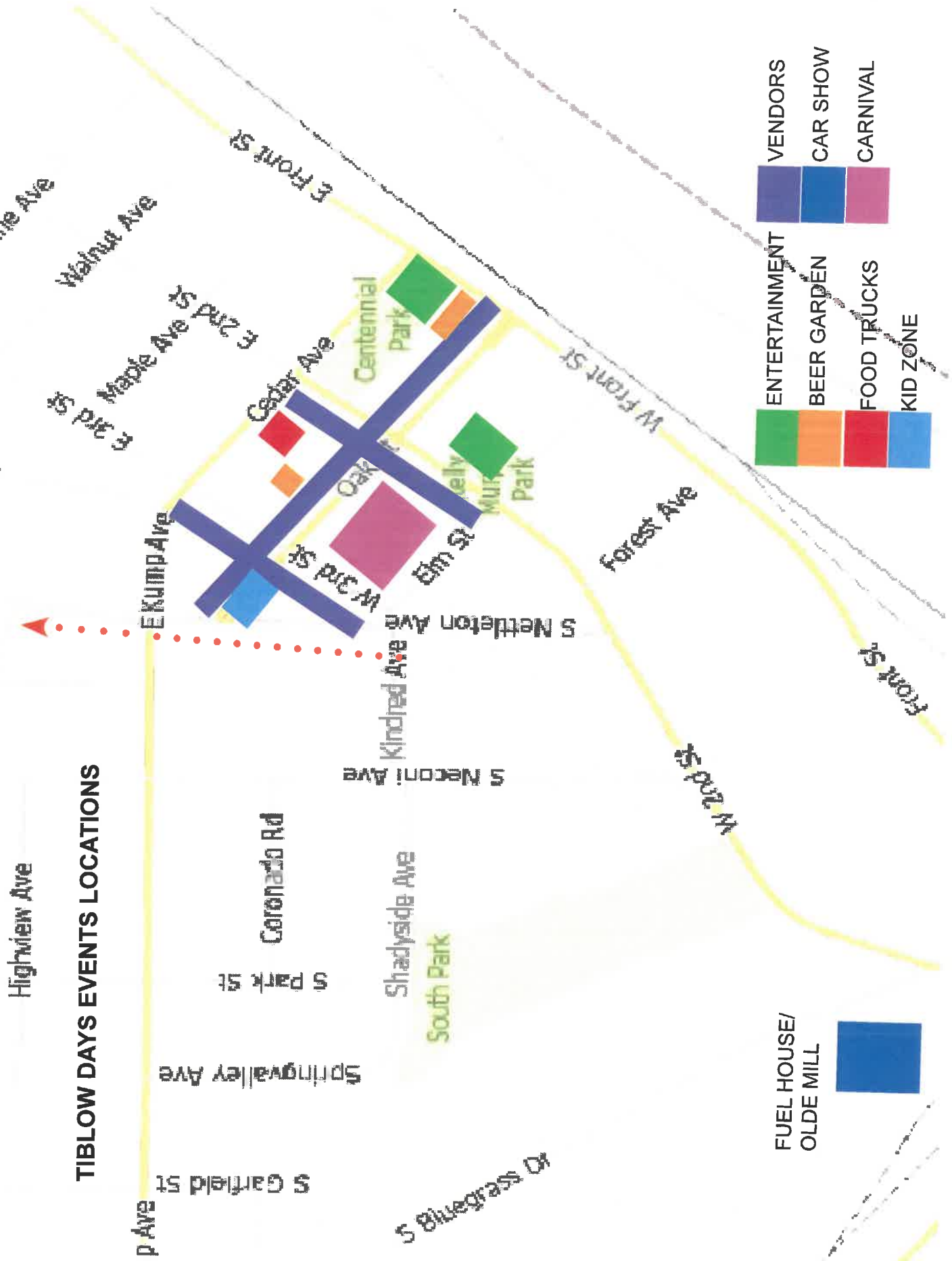
TIBLOW DAYS STREET CLOSURES **Dumpster & Porta Potty Locations**



TIBLOW DAYS TRANSPORTATION



TIBLOW DAYS EVENTS LOCATIONS



- VENDORS
- CAR SHOW
- CARNIVAL
- ENTERTAINMENT
- BEER GARDEN
- FOOD TRUCKS
- KID ZONE

FUEL HOUSE/
OLDE MILL

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Lift Station No. 2 - Design/Build Phase II Agreement

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve the Design/Build Phase II agreement with Burns & McDonnell/CAS Constructors, LLC for construction of Lift Station No. 2 in the amount of \$3,860,031.

Background: This item was previously tabled as the City awaits confirmation of property insurance participation. As of May 19th, 2023, MPR has not yet provided this information.

At the end of May, 2022, there was a significant failure of sanitary sewer Lift Station No. 2. As a result, Public Works took temporary corrective actions to manage the raw sewage through this location while preparing a permanent solution. A determination was made to pursue a design/build process to achieve 30% design plans and cost information. This was Phase I of the project and it was approved by City Council on July 25, 2022 in the amount of \$194,941. Over 70% of the City's raw sewage passes through this station to the treatment facility.

Discussion: The design/build team has concluded the work associated with Phase I (30% design) and the final Phase II proposal is presented for Council consideration. Phase II consists of completing final design, coordinating KDHE approvals, ordering materials, and constructing the Lift Station. At this point, the estimated time for completion is the Fall of 2024 if the agreement is approved. Although the circumstances surrounding the replacement of this lift station were not anticipated, the replacement is consistent with the master plan.

Financial Impact: The costs associated with the recovery effort have been nearly 100% reimbursed/compensated by our insurance carrier. The level of participation by the insurance carrier in the replacement project itself has not yet been agreed upon. The cost for the Phase II Agreement to complete the project is \$3,860,031. Funding for this project is anticipated to come from a combination of insurance, Sanitary Sewer Enterprise funds, and other financing tools. The most advantageous combination for the City is being confirmed. There will also be an expenditure of approximately \$200,000 for owner representative services to provide oversight, management, and inspection of the project, but these costs are not part of this request. They are provided to assure public knowledge of the expenditure.



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM

AS MODIFIED BY THE PARTIES

Document No. 525

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

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

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2023,
by and between the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

City of Bonner Springs, Kansas
200 E. 3rd Street
Bonner Springs KS 66012

DESIGN-BUILDER:

(Name and address)

Burns & McDonnell / CAS Constructors, Bonner Springs Lift Station No. 2
Joint Venture
9400 Ward Parkway
Kansas City, Missouri 64114

PROJECT:

Bonner Springs Lift Station No. 2
Bonner Springs, Kansas

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform or furnish all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2010 Edition) **Exhibit A** as modified by the Parties ("General Conditions of Contract");

.2 This Agreement

.3 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract

.4 The Basis of Design Documents, including:

A. Exhibit B - Preliminary Design Report

.5 **Exhibit C** - Work Description which includes Allowance Items

.6 The Following, which may be delivered, prepared or issued after the effective date of this Agreement and are Attached as draft hereto:

A. Exhibit D- Performance and Payment Bonds and Kansas Statutory Bond.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are

discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.4 shall be resolved by giving precedence first to the Work Description.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 For any information, data, or specification provided or furnished by Owner: (a) Design-Builder is entitled to reasonably rely on the accuracy of the data information or specification provided or furnished and their compatibility with any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 In the event of some ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, including any Architectural Works, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of this Project only, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein. The Work Product cannot be used for other projects without Design-Builder's express written consent and appropriate compensation and agreement on terms of use and indemnity.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

4.6 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design-Builder's rights.

4.7 The Owner shall not utilize the Documents, designs, or specifications furnished by Design-Builder to solicit bids or obtain negotiated prices from other contractors.

4.8 This Article 4 shall survive any termination of this Agreement by either Party.

Article 5

Contract Time

5.1 Date of Commencement. The parties agree that the Owner will issue a notice to proceed for the Work no later than May 17, 2023. Work shall commence within five (5) calendar days of the Design-Builder's receipt of Owner's Notice to Proceed provided that KDHE's acceptance of the Preliminary Design Report and any permits, regulatory approvals, property and easement acquisitions required to commence construction have been obtained by Owner("Date of Commencement"), unless the parties mutually agree otherwise in writing. Delay in any of the foregoing shall entitle the Design-Builder to an adjustment in Contract Time and Contract Price to the extent either is impacted.

5.2 Substantial Completion and Final Completion

.1 Substantial Completion of the entire Work shall be achieved no later than five hundred sixty-five (565) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Substantial Completion shall be defined as set out in the General Conditions.

.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

None.

.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

.5 If the Design-Builder is delayed in the progress of this Project by acts or neglect by the Owner, its employees, separate contractors employed by Owner, or by its separate contractors or subcontractors employed by the tenant, governmental action, or by change orders in the Work not caused in any part by the fault, negligence or omissions of the Design-Builder; then the Contract Time for completion shall be extended, and the Contract Price shall be equitably adjusted by a written Change Order.

.6 Where the Design-Builder reasonably establishes that delays as set forth above or that are caused by shortage of labor, strikes, lockout, tornado, flood, wind damage, fire, unusual delay in transportation, adverse weather, explosion, sabotage, accidents, riots, civil commotion, acts of war, casualty, condemnation, epidemic, pandemic, public health emergency, supply chain disruption, acts, omissions, of failure to act by governmental entities or agencies, or other Force Majeure beyond the Design-Builder's reasonable control impact the cost and/or Contract Time, the Design-Builder shall be entitled to recover all extra costs and an appropriate extension of the Contract Time. Design-Builder shall provide written notice of the existence of such cause of delay, together with back-up documentation that verifies the impact.

.7 For purposes of determining weather delays, adverse weather days shall also include those days when site conditions are such that Work cannot be performed, or cannot be performed efficiently, due to adverse weather on the preceding day or days (including a weekend) which impact site conditions.

5.3 Time . Owner and Design-Builder mutually agree that time is material with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date in Section 5.2.1, above, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Seven Hundred Dollars (\$700.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates or Final Completion.

.1 Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be Seventy Thousand Dollars (\$70,000.00).

5.6 Early Completion Bonus. Not Used

5.7 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate, mutually agreed upon, adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Three Million Eight Hundred Sixty Thousand Thirty Dollars (\$3,860,030.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

The Contract Price includes the Allowances set forth in Exhibit C Allowance Items.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a mark-up of not more than eight and eighty-seven hundredths percent (8.87%) for overhead and not more than fifteen percent (15%) for profit on the additional costs incurred for that Change Order. In addition to mark-up for Fee, Design-Builder shall be entitled to mark-up for insurance and bond (if bonded Project) in an amount of two and one-half percent (2.5%). Neither Design-Builder's Fee nor insurance and bond shall be reduced due to deductive Change Orders issued by the Owner.

.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in **Exhibit C - Work Description** which includes Allowance Items.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, design fees, Design-Builder's overall project management and general conditions costs, overhead, profit, bonds and insurance associated with the applicable Allowance Item.

.5 Whenever the cost for an Allowance Item, including both direct and indirect cost, is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost, both direct and indirect cost, incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 Performance Incentives Not Used

Article 7

Procedure for Payment

7.1 Progress Payments

.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments

.1 Owner will retain five percent (5%) of each Application for Payment, exclusive of amounts paid for design services, provided, however, that when fifty percent (50%) of the construction Work has been completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. No retention will be held on account of design or professional services.

.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one-half percent (1.5%) per month until paid. In any legal action or arbitration by Design-Builder to recover amounts due and not paid, Design-Builder shall be permitted to recover its attorney's fees and costs from Owner.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of one (1) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any lump sum, hourly rates, multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such lump sum, multiplier or markup has been charged in accordance with this Agreement, but the composition of such lump sum, multiplier or markup is not subject to audit. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and/or time is agreed by the parties.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1 All Work executed and for loss, cost or expense in connection with the Work;
- .2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and the fair and reasonable sums for overhead and profit on the sum of items .1 and .2 above.

8.2 Not used

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representative of the Parties

9.1 Owner's Representatives

.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract

Name: Frank Abart
Title: Public Works Director
Address: 200 E 3rd St.
Bonner Springs, KS 66012
Telephone No.: (913) 441-1961
E-mail.: fabart@bonnersprings.org

.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Name: Matt Beets
Title: Deputy Public Works Director
Address: 200 E 3rd St.
Bonner Springs, KS 66012
Telephone No.: (913) 441-1961
E-mail.: mbeets@bonnersprings.org

9.2 Design-Builder's Representatives

.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: Travis Stryker
Title: JV Authorized Representative
Address: 9400 Ward Parkway
Kansas City, MO 64114
Telephone No.: (785) 270-1142
E-mail.: travis.stryker@casconstructors.com

.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name: Darin Brickman
Title: JV Authorized Representative
Address: 9400 Ward Parkway
Kansas City, MO 64114
Telephone No.: (816) 822-3344
E-mail.: dbrickman@burnsmcd.com

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure the insurance coverages set forth below and in accordance with Article 5 of the General Conditions of Contract.

TYPE:

1. Worker's Compensation Insurance

2. Employer's Liability

3. Commercial General Liability (CGL)

General Aggregate:	\$2,000,000
Completed Operations Aggregate:	\$2,000,000
Limit Per Occurrence:	\$2,000,000

4. Automobile Liability: (Hired, Owned and Non-owned Included)
Combined Single Limit per Accident

\$2,000,000

5. All-Risk Builder's Risk: Limits equal to the Completed Value of Project Work. This policy shall be in place during construction of the Work until Substantial Completion of the Work. Owner is responsible for deductible amounts.

6. Professional Liability

\$1,000,000 per claim
and in the annual
aggregate.

10.2 Bonds. Design-Builder shall provide the following performance bond and labor and material payment bond.

Performance Bond.

☒ Required ☐ Not Required

Payment Bond and Kansas Statutory Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

.1 Where this Agreement is entered into subsequent to the Design-Builder beginning performance of the Work for the Project including, preconstruction services provided under the Preliminary Design-Build Agreement, the parties acknowledge and agree that this Agreement is intended to and shall govern all Work provided by the Design-Builder for the Project, whether initiated or performed prior or subsequent to the execution of this Agreement, and that this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral for the subject matter set forth in this Agreement.

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed the total compensation actually received by Design-Builder under this Agreement. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Bonner Springs, Kansas

(Signature)

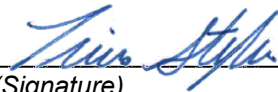
(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

Burns & McDonnell / CAS Constructors, Bonner
Springs Lift Station No. 2 Joint Venture.



(Signature)

Travis Stryker

(Printed Name)

Authorized Representative

(Title)

Date: 5/2/2023 | 10:42 AM CDT

Exhibit A

General Conditions, DBIA Doc. No. 535, as
modified by the Parties



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

AS MODIFIED BY THE PARTIES

Document No. 535

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Standard Form of General Conditions of Contract Between Owner and Design-Builder

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

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Article 1

General

1.1 Mutual Obligations

.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder Lump Sum* (2010 Edition), as modified by the parties.

.2 *Basis of Design Documents* are as follows: For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder, Lump Sum*, , the Basis of Design Documents are those documents specifically listed in the Agreement.

.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared, furnished, or assembled by the Design-Builder consistent with the Agreement.

.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

.6 *Design Consultant* is a qualified, licensed design professional who may be an employee of Design-Builder, or who is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by any one under contract to Design Consultant, to furnish design services required under the Contract Documents. Owner recognizes that Design-Builder is an integrated company with in-house design capabilities and that the function of Design Consultant may be self-performed by Design-Builder.

.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, terrorism, vandalism, floods, labor disputes, earthquakes, epidemics, pandemics, public health emergency, quarantines, protest, civil unrest or disturbance, action or inaction by any governmental authority, disruption in supply chains, adverse weather conditions not reasonably anticipated, and other acts of God.

.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified by the parties.

.10 Not Used

.11 Not Used .

.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

.14 *Owner's Project Criteria Not Used*

.15 *Site* is the land or premises on which the Project is located.

.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers and shall not include the Design Consultants retained by the Design-Builder.

.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

.18 *Substantial Completion* or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can use the Project or a portion thereof for its intended purposes.

.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder, which shall not be unreasonably withheld by the Owner. It is understood and accepted that Design-Builder does not plan to have a full-time, on-site Superintendent or Project Manager until amount of Work on site warrants that level of presence on site.

.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The

schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services

.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall not proceed with construction in accordance with the approved Construction Documents until KDHE written approval is received and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract

Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

.5 Upon completion of the Design Development Phase, the Design-Builder shall provide the Owner with drawings, outline specifications and other documents for written acceptance by the Owner. Owner shall provide written approval and / or comments within ten (10) working days of the receipt of the same.

2.5 Legal Requirements

.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

.1 Design Builder shall apply for and obtain a City of Bonner Springs Building Permit, any fees levied by the Owner to issue such permit shall be waived. The Design-Builder shall obtain and pay for the Stormwater Pollution Prevention Permit State of Kansas. Owner shall obtain and pay for all other necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents. Owner shall provide temporary water and sanitary sewer service at no charge to Design Builder.

.2 Design-Builder shall perform all construction activities efficiently and with the requisite skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

.3 Design-Builder shall employ only Subcontractors who are duly licensed (where applicable) and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

.4 Design-BUILDER assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any negligent acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

.5 Design-BUILDER shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-BUILDER agrees to reasonably cooperate with such separate contractors so that the Project can be completed in an orderly manner without unreasonable disruption. However, unless otherwise stated, Design-BUILDER is not responsible to schedule or coordinate Owner's separate contractors.

.6 Design-BUILDER shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-BUILDER to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-BUILDER shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-BUILDER's Responsibility for Project Safety

.1 Design-BUILDER recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-BUILDER assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-BUILDER shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-BUILDER's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-BUILDER's personnel, Subcontractors and others as applicable. The Safety Representative may be the Design-BUILDER's Superintendent or Project Manager.

.2 Design-BUILDER and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-BUILDER will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

.3 Design-BUILDER's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work. Design-BUILDER is not responsible for any safety violations, acts or omissions of the Owner or its separate contractors, consultants and their subcontractors.

2.9 Design-BUILDER's Warranty

.1 For a period of one year following the date of Substantial Completion of the Work, Design-BUILDER warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and

workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to duplicate or limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

.2 The Design-Builder agrees to assign to the Owner at the time of Final Completion of the Work the manufacturer's warranties relating to materials and labor used in the Work. Owner agrees to look solely to such manufacturer(s) for remedies for defects in equipment and material, and not to Design-Builder to the extent covered by an express or implied warranty. Design-Builder's sole obligation is to provide reasonable assistance to Owner in obtaining relief under such manufacturer's warranties.

.3 The warranties and remedies provided in this Section 2.9 are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. All Design-Builder liability shall end upon expiration of the one-year warranty period, provided that Owner may continue to enforce any claim for which it has given notice prior to that date.

2.10 Correction of Defective Work

.1 To the extent not covered by a manufacturer's warranty under Section 2.9.2, Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information

.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

.3 Temporary and permanent easements, zoning, approvals, and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

.4 A legal description of the Site;

.5 To the extent available, record drawings of any existing structures at the Site; and

.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

.7

.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners and utilities that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information

.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative

.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits

.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in 2.6.1.

.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors

.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

.2 Owner shall require its separate contractors to name Design-Builder as an additional insured on their general liability insurance and to waive rights of subrogation against Owner, Design-Builder and its Design Consultant, consistent with Section 5.3.5, below.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts and contractors to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless, (iii) remove, abate and remediate such Hazardous Conditions. Design-Builder is entitled to rely on the information and work of Owner's separate experts and contractors as being complete and accurate.

.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract,

to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

.5 The provisions of 4.1.7 below notwithstanding, to the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

.6 OWNER shall be responsible for the presence, removal or remediation of Hazardous Conditions at the site, except to the extent provided under 4.1.7. The Design-Builder shall not be responsible for any claims, losses, damages, liabilities, or expenses, including attorney's fees and expenses and fines and/ or penalties arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site except to the provided under Section 4.1.7.

.7 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions brought to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions brought to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

.8 Design-Builder and Owner acknowledge and understand that Owner shall retain ownership of and title to any Hazardous Conditions previously existing at the Site. The parties agree that such Hazardous Conditions were not caused by and are not the responsibility of Design-Builder; and that Agreement or any documents or exhibits associated with the Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Conditions to Design-Builder. Under no circumstances shall Design-Builder assume ownership of or legal liability for such Hazardous Conditions under any law, rule, order, or regulation pertaining to Hazardous Conditions, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Conditions.

.9 Design-Builder makes no representation, warranty, or guarantee, express or implied, that the environmental consulting services will result in a complete resolution for Owner of responsibilities and liabilities for contaminants, Hazardous Conditions, and their residuals associated with the site, or that the site will become completely free of all contaminants and Hazardous Conditions or fit for all uses. No warranty shall apply to Design-Builder's environmental consulting services performed under this Agreement. Design-Builder's services are based upon the limited scope authorized by Owner.

.10 Design-Builder shall not execute or sign any Hazardous Conditions manifests, except as provided in these General Conditions. Owner, as the person or entity with legal title to the Hazardous Conditions, shall have a representative available to sign all contracts, certifications, manifests, and all other documents associated with arranging for all transportation, treatment and disposal, or handling of Hazardous Conditions, identified in the Contract Documents or encountered on the Site, including investigation derived wastes; Owner may authorize Contractor to sign Hazardous Conditions manifests and other shipping documents as an agent for Owner, by signing "On behalf of City of Bonner Springs," for the purpose of expediting off-site transportation of Hazardous Conditions;

.11 If Design-Builder provides Owner with a written report in connection with the environmental consulting services performed, the report will present such findings and conclusions respecting the site as Design-Builder may reasonably make with the information gathered in accordance with the

environmental consulting services. The report shall be based only upon Design-Builder's environmental consulting services. In preparing the report, Design-Builder may review and interpret certain information provided by third-parties, including government authorities, title companies, testing laboratories, and other entities. Design-Builder will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. Design-Builder's services will be performed solely for the benefit of Owner and not for the benefit of any other persons or entities. Nothing contained in the Agreement is intended to benefit anyone other than the parties hereto, nor to create a contractual relationship with, or a cause of action in favor of, a third-party. Design-Builder does not authorize any sharing of any information, report, or other deliverables, instruments of service or work product provided to Owner, with any third-party. If Owner shares with any third-party any information, report, or other deliverable, instrument of service, or work product as result of Design-Builder's environmental consulting services, Owner does so at its sole risk. Third-parties shall not rely on Design-Builder's environmental consulting services. Design-Builder assumes no liability for any decision or course of action by any third-party based on information and deliverables and environmental consulting services provided to Owner. Owner shall waive, release, and otherwise indemnify, defend, and hold harmless Design-Builder from any injury, damage, liability, cost, or expense brought by any third-party that arises out or is related to such unauthorized disclosure or sharing of Design-Builder's deliverables, instruments of service, or work product with any third-party. Certification or verification by Design-Builder of test results or reports constitute a statement of the professional judgment of Design-Builder based on the facts and data known to Design-Builder. Certification, verification, or other confirmation are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Owner or others will be entitled to any innocent land Owner or purchaser defenses that may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

4.2 Differing Site Conditions

.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents, survey or geotechnical report or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

.3 Design-Builder will take steps to minimize the spread of COVID 19 on the jobsite by following published guidelines of the Centers for Disease Control and Prevention (CDC) and OSHA in effect as of the date of execution of the Agreement. For any impacts to the Project or the Work due to the global outbreak and spread of COVID-19 ("coronavirus"), including without limitation, impacts caused by quarantines, actions by governmental entities, and labor force and supply chain disruptions, by Change Order, the Contract Time shall be extended appropriately, and the Contract Price will be adjusted to account for the additional costs incurred by Design-Builder as a result of such impacts.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, or renewal refused unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

.4 Nothing in this Agreement shall require the Design-Builder or its Design Consultants to name the Owner or others as additional insureds on any Professional Liability or Workers Compensation policies.

5.2 Owner's Liability Insurance

.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Existing Property Insurance

.1 Prior to Design-Builder commencing any Work, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance for their existing property to the full insurable value of the existing property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. Upon Substantial Completion, Owner shall procure and maintain property insurance for the full insurable value of the Project at the Site. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to existing property and, upon Substantial Completion of the Project, the Project and the Work at the Site. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1

.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice

is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance or that could be covered by property insurance, if self-insured, including deductibles, and including rights of subrogation, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security

.1 Design-Builder shall obtain performance and labor and material payment bonds as set forth in the Agreement.

.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values

.1 Unless required by the Owner upon execution of this Agreement, within twenty (20) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments

.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or

established at the meeting required by Section 2.1.4 hereof.

.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon Design-Builder's receipt of payment

6.3 Withholding of Payments

.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest

.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations

.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Provided Owner makes all payments to Design-Builder when due, Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion

.1 Design-Builder shall notify Owner when it believes the Work, or a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in

accordance with the requirements of the Contract Documents. The Owner and Design-Builder shall prepare a written list (Punch List) of all incomplete items of Work existing at that time, including any deficiencies noted. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

.4 If Owner occupies or attempts to use any portion of the Work prior to Substantial Completion, it agrees to it does so at its own risk and shall sign any reasonable release or indemnity agreement required by Design-Builder as a condition of such use or occupancy.

6.7 Final Payment

.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests, or that any existing liens have been bonded by Design-Builder;

.2 a general release executed by Design-Builder waiving, upon receipt and bank clearance of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

.3 consent of Design-Builder's surety, if any, to final payment;

.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification

.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's

directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification

.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond or Owner's indemnity bond. If Design-Builder fails to do so within ten (10) days after receipt of written notice from Owner to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees. However, in the event that a lien is a result of disputed sums, the Owner shall give the Design-Builder reasonable time and opportunity to negotiate settlement with its Subcontractor prior to the Owner taking steps to discharge the lien directly.

7.4 Design-Builder's General Indemnification

.1 Subject to Section 10.5 and any limitations in the Agreement, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against losses, damages, and expenses including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification

.1 In addition to other specific indemnities elsewhere in this Agreement, Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against losses, damages, and expenses including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

.2 If an employee of Owner or its separate contractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Design-Builder, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times

.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

.3 For purposes of this Article 8, Force Majeure Events include not only adverse weather conditions, but the resulting impact on the Project after such weather condition ceases, such as mud, standing water, frozen soil or weather damage due to hail, high wind or other weather event.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

- .1 The scope of the change in the Work;
- .2 The amount of the adjustment to the Contract Price; and
- .3 The extent of the adjustment to the Contract Time(s).

.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives

.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract

Time(s).

.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 Costs, fees and any other markups set forth in the Agreement; and

.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Market Volatility / Delivery Delays

.1 If, during the performance of this contract, the price of materials and freight costs increases, through no fault of Design-Builder, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase. As used herein, a price increase shall mean any increase in price experienced by Design-Builder or subcontractor from the date of this contract until the time of delivery. Such price increases shall be documented through quotes, estimates, invoices, or receipts. Where the delivery of materials is delayed, through no fault of Design-Builder, as a result of a shortage or unavailability, Design-Builder shall be granted an extension of time, and for any additional costs or damages associated with such delay(s).

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

.5 In the event that a dispute arises between the parties is submitted to mediation under this Section, the parties agree to split the mediator's and any filing fees equally. The mediation shall be held in Kansas City, Kansas. In the event that it is necessary to file a lawsuit or demand arbitration in order to meet the requirements of a statute of limitations which is about to expire, the parties agree, nonetheless, to submit the dispute to mediation within thirty (30) days after the filing of such lawsuit or demand. Any agreements reached in mediation shall be enforceable as a settlement agreement.

10.3 Arbitration

.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above shall be decided by arbitration. The number of arbitrators shall be one (1) and the place of the arbitration shall be Kansas City, Kansas, unless the parties agree otherwise in writing.

.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. A "prevailing party" is one who wins more than 75% of what it claimed was owed, or one who defends more than 75% of the opposing party's claim.

10.4 Duty to Continue Performance

.1 Subject to 11.3 and 11.4, and unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES

.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER

ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, ANTICIPATED PROFITS, BUSINESS, REPUTATION, INCREASED COST OF OPERATION, CUSTOMER COSTS, OR FINANCING.

.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.6 COMMENCEMENT OF STATUTORY PERIOD

.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion, or the date of issuance of final payment (for acts or failures to act occurring after Substantial Completion).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been

purchased or provided for incorporation into the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

.5 Design-Builder shall not be liable for either design services or construction Work (including, but not limited to, equipment installation) that is incomplete due to a termination by Owner for cause or for convenience under this Agreement, including any errors, omissions or defects in such designs or Work which Design-Builder is prevented from correcting and completing due to any termination.

.6 Owner shall pay Design-Builder to make reasonably safe any incomplete Work or Site conditions left open due to any termination under this Agreement. Thereafter, Owner assumes full risk and control of the Site.

11.3 Design-Builder's Right to Stop Work

.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under

Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder

.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data. The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data

.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol

.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information

.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment

.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship

.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law

.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles. Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1, et seq.

13.5 Severability

.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver

.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings

.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice

.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments

.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Exhibit B

Preliminary Design Report (with Preliminary Drawings)

Preliminary Design Report



City of Bonner Springs
KANSAS

City of Bonner Springs, Kansas

**Lift Station No. 2 and Sanitary Sewer
Improvements
BMcD Project No. 148855**

**Revision 0
3/15/2023**

Preliminary Design Report

prepared for

**City of Bonner Springs, Kansas
Lift Station No. 2 and Sanitary Sewer
Improvements**

BMcD Project No. 148855

**Revision 0
3/15/2023**

prepared by

**Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri**

INDEX AND CERTIFICATION

City of Bonner Springs, Kansas Preliminary Design Report Project No. 148855

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Certification

I hereby certify, as a Professional Engineer in the state of Kansas, that the information in this document was assembled under my direct personal charge. This report is not intended or represented to be suitable for reuse by the City of Bonner Springs, Kansas or others without specific verification or adaptation by the Engineer.



Dana Lynne Weir
Dana Lynne Weir, PE
Kansas No. 26862

Date: 03/15/2023

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LIST OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Term/Phrase/Name</u>
ADDF	Average daily dry weather flow
APWA	American Public Works Association
Burns & McDonnell	Burns & McDonnell Engineering Company, Inc.
DIP	Ductile iron pipe
fps	Feet per second
FRP	Fiber-reinforced plastic
ft	Feet
gpm	Gallons per minute
HDPE	High-density polyethylene
hp	Horsepower
I&I	Inflow and infiltration
IPS	Iron pipe size
KDHE	Kansas Department of Health and Environment
LF	Linear feet
MGD	Million gallons per day
PDDF	Peak daily dry weather flow
PDR	Preliminary design report
PVC	Polyvinyl chloride
ROW	Right-of-way
s	Second
SDR	Standard dimension ratio

<u>Abbreviation</u>	<u>Term/Phrase/Name</u>
VFD	Variable frequency drive
WWTF	Wastewater treatment facility

1.0 INTRODUCTION

1.1 Purpose

The Preliminary Design Report (PDR) of Lift Station No. 2 and Sanitary Sewer Improvements has been prepared for the City of Bonner Springs (City) and Kansas Department of Health and Environment (KDHE) for review and approval by Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell).

The City's existing Lift Station No. 2 experienced a catastrophic failure in May 2022 resulting in temporary bypass pumping until a new lift station can be designed and constructed to replace the failed station. Lift Station No. 2 is the City's primary lift station that handles approximately 70 percent of sanitary flows in the system. The station is currently located on W Front Street just east of S Bluegrass Drive. The City has acquired land just east of the existing lift station for construction of the replacement Lift Station No. 2. Gravity sanitary sewer improvements will be required to convey flows from the existing lift station site to the new lift station.

This PDR provides results of flow analysis, capacity evaluation, and a preliminary design for the lift station and sanitary sewer improvements.

1.2 Site Description

The City acquired the site for the construction of the replacement Lift Station No. 2 in November 2022. The site is generally forested with a creek running north to south across the site. As shown in Figure 1-1, the new lift station site is northwest of the existing station with the drive entrance from 2nd Street. After completion of the new lift station, the existing site will be demolished with all pipelines properly capped/plugged, holes knocked in the abandoned structures to prevent floating then filled with gravel and soil and the site regraded with topsoil and seeded.

New gravity sewer will be required to convey flow to the new wet well and an extension of the 10-inch forcemain will be made to connect the discharge of the new lift station to the existing 10-inch forcemain along Front Street. There is an existing 18-inch forcemain that was constructed in 2010; however this line was never put into service and the flows in this area would result in velocities below the recommended minimum, therefore the existing 10-inch forcemain will remain in service.

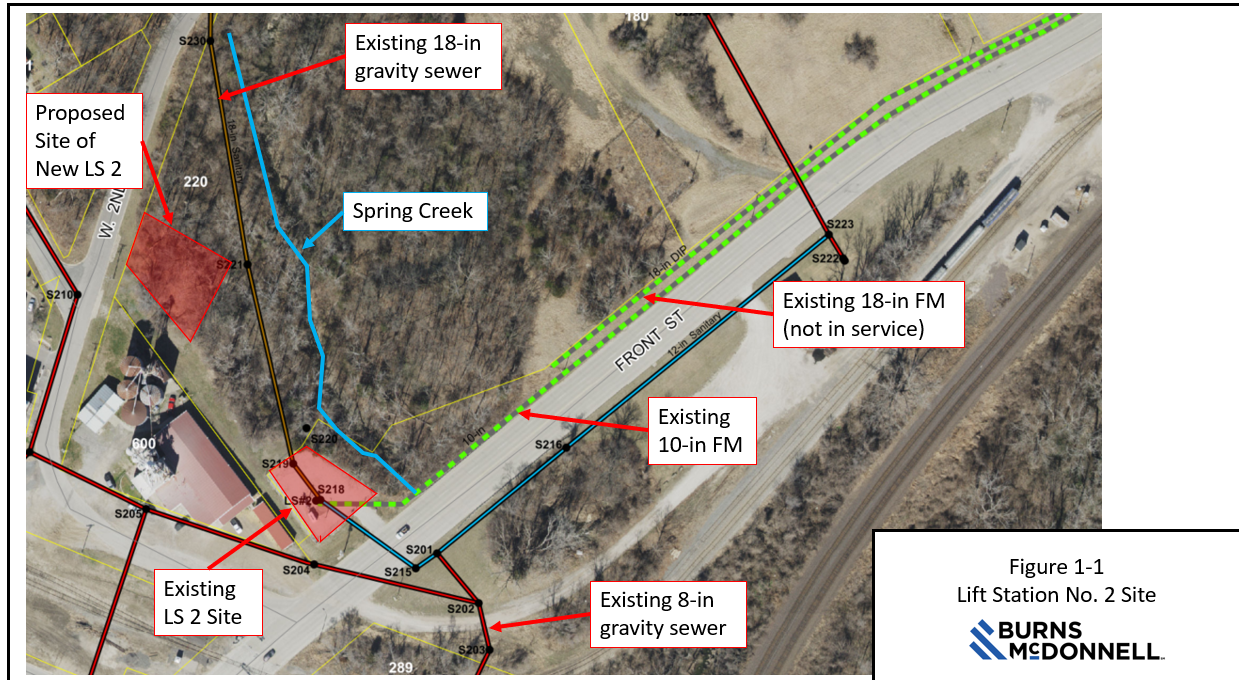


Figure 1-1: Lift Station No. 2 Site

2.0 CAPACITY EVALUATION

2.1 Capacity Evaluation

Burns & McDonnell performed a capacity analysis for the Bonner Springs Lift Station No. 2 sewer shed, shown in Figure 2-1. While there is not a flow meter present at the existing Lift Station No. 2, an evaluation of flows measured at the wastewater treatment facility (WWTF) was completed to determine average dry weather flows at Lift Station No. 2. The WWTF receives gravity flows from the Downtown and Lonestar Service Areas and pumped flows from Lift Station Nos. 2, 6, and 7. Analysis of WWTF flows in conjunction with Lift Station No. 2 operation status was completed to determine average dry weather flow (ADWF).

The future flows were estimated by evaluating thirteen different potential development areas. The thirteen development areas were split into possible development time frames of 10 years, 20 years, 40 years, and 40-plus years. Figure 2-2 illustrates the potential growth area map. Then they were evaluated using a population growth method, the Kansas Department of Health and Environment (KDHE) design criteria, and the American Public Works Association (APWA) design criteria. Table 2-1 summarizes the potential future flows derived by each analysis method. With these results, Burns & McDonnell recommended a design flow of 1 MGD for average day flow with a peak of 2.5 MGD and a possible future full build-out design flow of 3 MGD average day flow with a peak flow of 8 MGD. Upon reviewing the design flow, the City agreed to proceed with these design flows.

The lift station will be designed for 1.0 MGD average day flow with a peak flow of 2.5 MGD. The station will be capable of replacing pumps with larger pumps for future growth.

Table 2-1: Lift Station No. 2 Flow Summary

Method	Existing		10 Year Development		20 Year Development		40 Year Development	
	Average (MGD)	Peak (MGD)	Average (MGD)	Peak (MGD)	Average (MGD)	Peak (MGD)	Average (MGD)	Peak (MGD)
Population Increase	0.41	1.64	0.62	2.31	0.71	2.61	0.93	3.30
KC APWA Method	0.41	1.64	1.27	4.37	2.25	7.53	3.56	11.72
KDHE Method	0.41	1.64	2.19	7.31	4.01	13.16	6.64	21.57

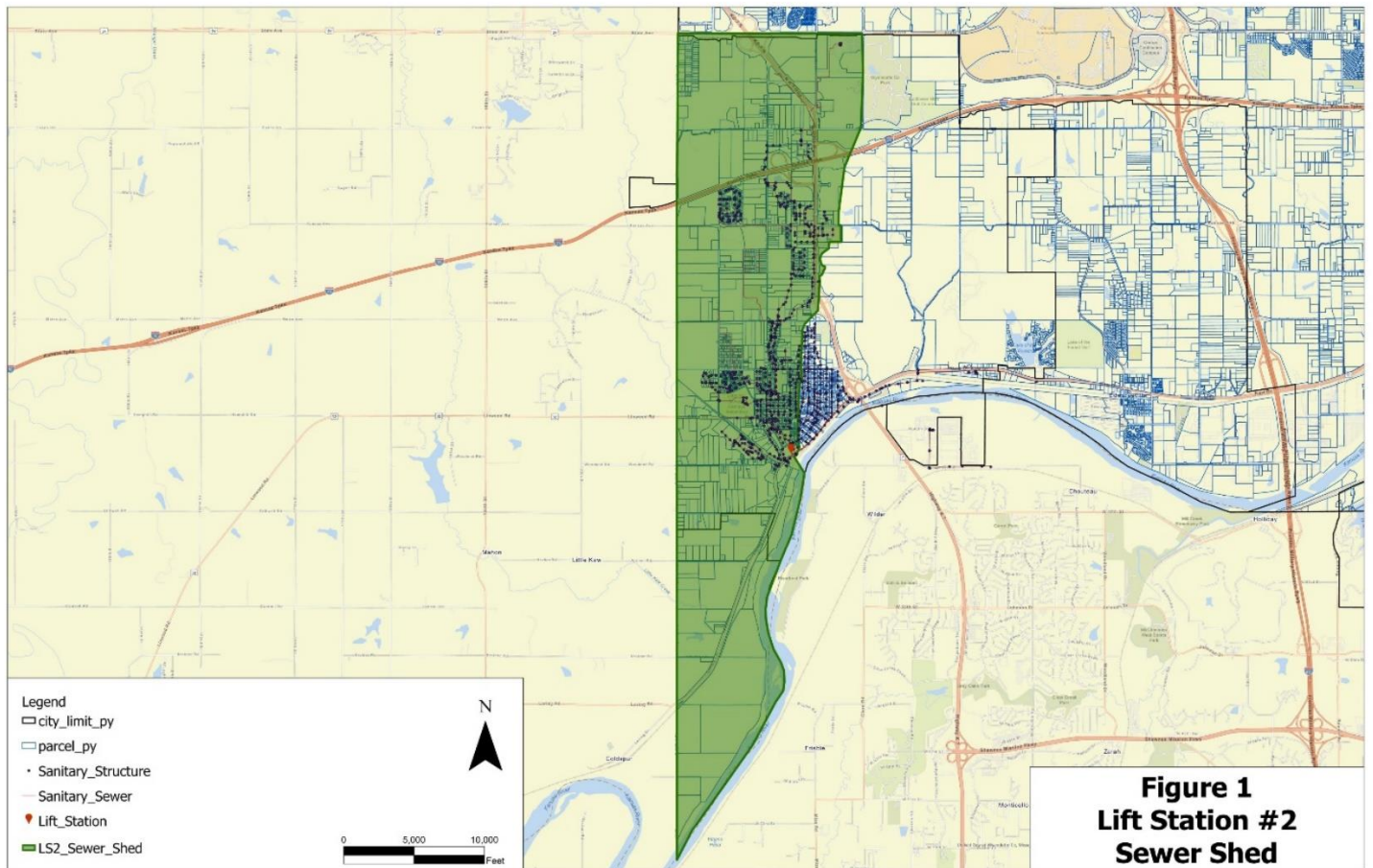


Figure 2-1: Lift Station No. 2 Sewer Shed

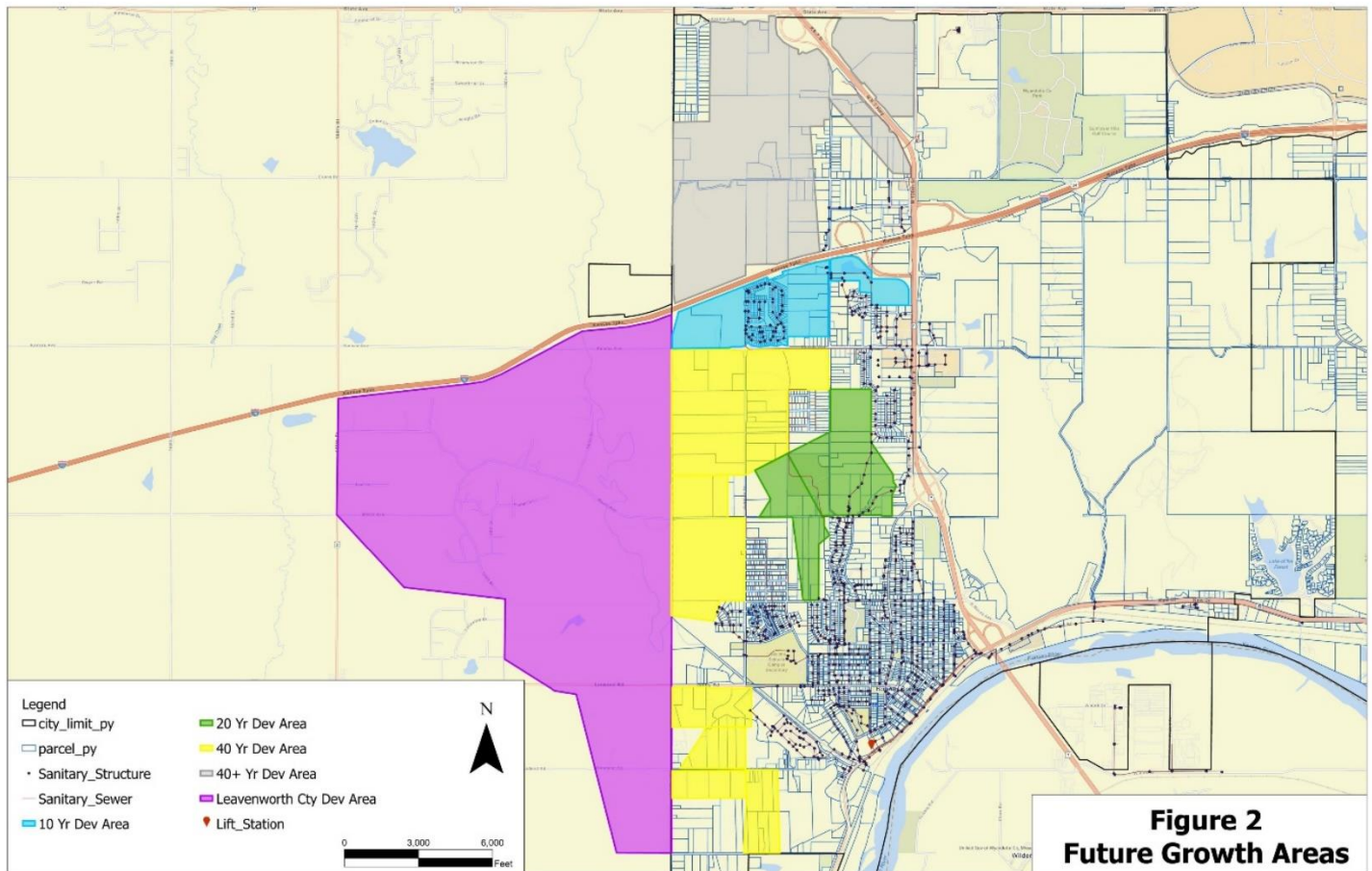


Figure 2-2: Future Growth Areas

3.0 LIFT STATION EVALUATION AND PRELIMINARY DESIGN

3.1 Regulatory and Code Requirements

The Project will be designed to meet the following regulatory and code requirements:

- United States Environmental Protection Agency (EPA) Primary Drinking Water Standards;
- EPA Secondary Drinking Water Standards;
- KDHE's *Minimum Standards of Design for Water Pollution Control Facilities (1978)*;
- 2015 International Fire Code (IFC);
- 2015 International Plumbing Code (IPC);
- 2015 International Mechanical Code (IMC);
- 2015 International Building Code (IBC);
- 2015 International Energy Conservation Code (IECC);
- American Society of Civil Engineers (ASCE)/ Structural Engineering Institute (SEI) 7-10 Minimum Design Loads for Buildings and Other Structures;
- American National Standards Institute (ANSI)/American Institute of Steel Construction (AISC) 360-10 Specification for Structural Steel Buildings;
- American Concrete Institute (ACI) 318-11 Building Code Requirements for Structural Concrete and Commentary;
- ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary;
- Occupational Safety and Health Administration (OSHA) Standards Manual; and
- American Society of Plumbing Engineers (ASPE) Handbooks.

3.2 Lift Station Preliminary Design

3.2.1 Lift Station Design

Lift Station No. 2 will operate up to two (2) pumps during average daily flows. During wet-weather events exceeding 2 MGD, one (1) wet-weather pump will operate. Pump sizing criteria was determined through a collaborative effort between the City and Burns & McDonnell that focused on present day and future potential flows. A capacity of 1.0 MGD was selected for average daily flows. Lift Station No. 2 will operate one (1) duty pump and one (1) standby pump, with the option to operate both duty and standby pumps concurrently. During a wet-weather event that exceeds the capacity of the two dry-weather pumps, both dry-weather pumps will shut off and the wet-weather pump will energize conveying a flow of up to 2.5 MGD. See Table 3-1 for a summary of pump sizing criteria.

Table 3-1: Pump Sizing Criteria

Pump No.	Flow Capacity (GPM)	Rated Head (Feet of Head)	Maximum Motor Horsepower (hp)	Motor Type
1	694	110	50	VFD
2	694	110	50	VFD
3	1729	140	125	VFD

All three pumps at Lift Station No. 2 discharge to a 10-inch force main (FM). Headloss for both dry-weather pumps considered the scenario of both dry-weather pumps operating at their capacity discharging through 10-inch header piping, a check valve and plug valve for each pump, and one flow meter. It is assumed that there is 6,200 linear feet of class-50 ductile iron forcemain (FM). The total dynamic head (TDH) included the elevation change between the pump-off wet well water elevation and the highest point in the collection system of EL. 805.00. The head loss for the wet-weather pump was considered only the wet-weather pump operating at capacity through the system parameters as the dry-weather pumps.

Considering the range of flows Lift Station No. 2 has historically experienced, the project team determined that variable frequency drives (VFDs) are the best solution to address the broad range of flows. The decision to use VFDs also allowed for a smaller wet well as the worry of minimum motor starts per hour is no longer a concern. Motor starts-per-hour dictates the amount of “working volume” or “active sump volume” needed in a wet well. Reducing the active sump volume reduces the overall volume of the structure.

3.2.2 Odor Control

The City has not historically had issues with odor or odor complaints at the existing Lift Station No. 2 site; however as there is the possibility that the new site will have development of public spaces – public park or shopping areas – the City is interested in accommodating for the addition of odor control at the new Lift Station No. 2. Several odor control technologies were evaluated for Lift Station No. 2. Three technologies made the shortlist of possible options:

1. A biological catalyst that directly injects into the wet well or upstream in the collection system;
2. A hydroxyl radical mist that sprays in the wet-well;
3. Ferric Chloride that directly injects into the wet well.

Of the three options shortlisted, the biological catalyst was selected due to its simplicity and ease of storage as the biological catalyst is non-hazardous. The City completed a trial that successfully reduced

hydrogen sulfide concentrations. In the future, if odor control downstream becomes a problem, carbon canisters can be retrofitted to work with existing air-release valves.

3.2.3 Civil

The site for the new Lift Station No. 2 is an undeveloped forested site with a creek running north to south. The site will generally consist of a 30-foot wide entrance drive and a fenced area approximately 60 feet by 70 feet. Fencing will be six-foot high chain link type fencing with privacy slats. There will be a double-swing manual gate for access. The site will be accessible for the City's maintenance vehicles and pump trucks for removal and maintenance of the submersible pumps. The valve vaults and wet well will be concrete structures level with site grading and rated for vehicle traffic. A shed for electrical equipment will also be located on site with a concrete foundation and an adjacent natural gas generator on a concrete pad.

Directly east of the proposed Lift Station No. 2 site is Spring Creek. The FEMA FIRM maps are included in Appendix A. Construction of gravity sewer and forcemain will be within the Zone AE area, however no permanent modifications to the existing grade and floodplain will be made. A floodplain development permit will be submitted for review with the proper agency.

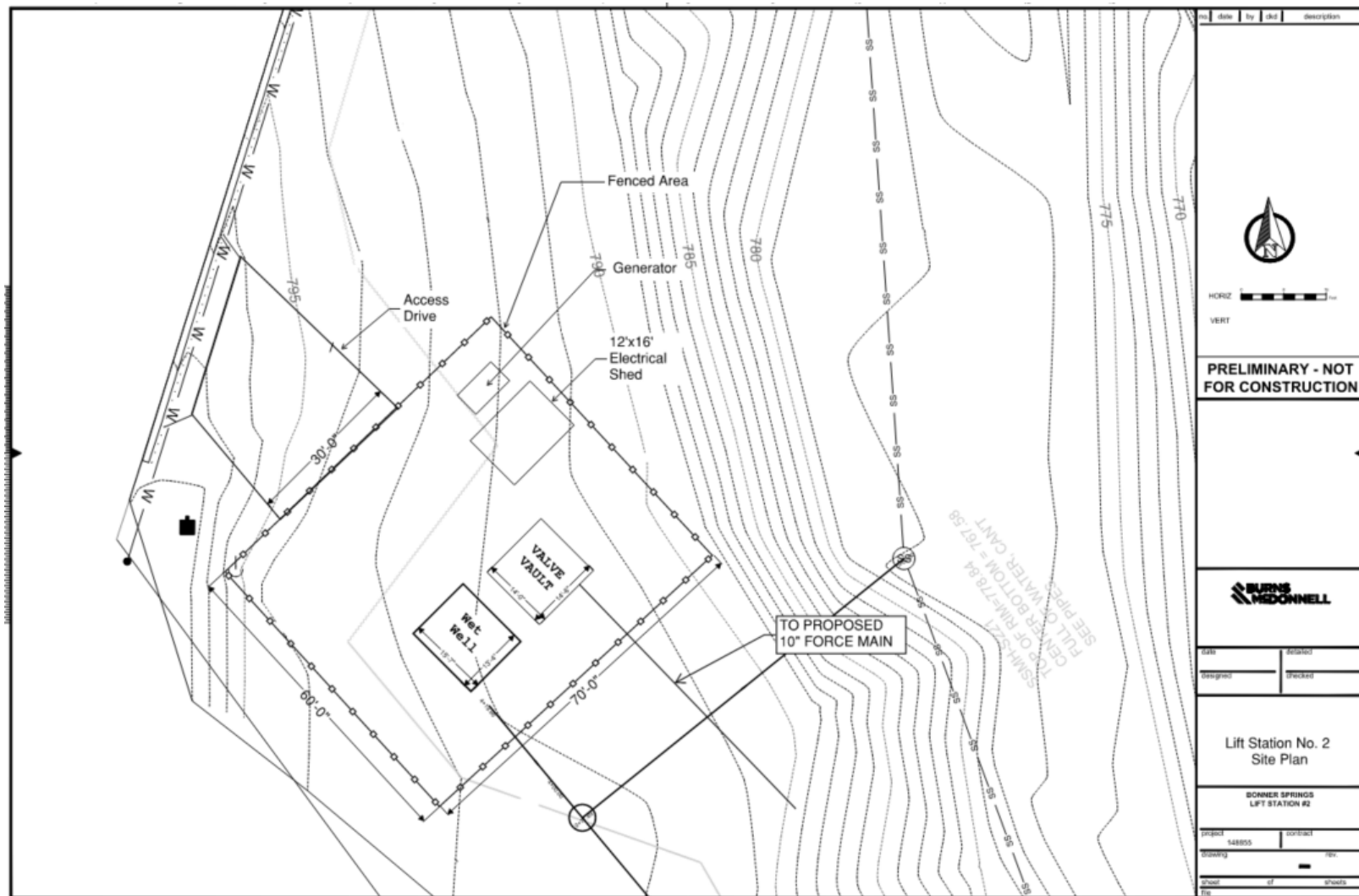


Figure 3-1: Proposed Lift Station No. 2 Site Plan

3.2.4 Structural

3.2.4.1 Design Specifications and Criteria

The structural design of all structures shall be in accordance with the following:

- International Code Council:
 - 2015 International Building Code (2015 IBC).
- American Society of Civil Engineers:
 - ASCE/SEI 7: Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE 7).
- American Concrete Institute:
 - ACI 301: Specifications for Structural Concrete.
 - ACI 318: Building Code Requirements and Commentary for Reinforced Concrete.
 - ACI 350: Environmental Engineering Concrete Structures.
 - ACI 350.5: Specifications for Environmental Concrete Structures.
 - ACI 350.3: Seismic Design of Liquid-Containing Concrete Structures.
 - ACI 350.4R-04: Design Considerations for Environmental Engineering Concrete Structures.
- United States Army Corps of Engineers:
 - EM 1110-2-2100: Stability Analysis of Concrete Structures.
 - EM 1110-2-2104: Strength Design for Reinforced Concrete Hydraulic Structures.

3.2.4.2 Design Loads

3.2.4.2.1 Risk Category

Per 2015 IBC Table 1604.5, for Wastewater Facilities, The Risk Category shall be III for the purposes of calculating design loads.

3.2.4.2.2 Dead Loads

Structures shall be designed to resist the effects of all dead loads, including:

- Weight of all structural members.
- Weight of materials of construction, including finishes and roofing materials.
- Weight of all fixed mechanical, electrical, and process equipment.
- Weight of piping and contents.

- Weight of cable tray, conduit, cables, and other similar conduit routing.

3.2.4.2.3 Live Loads

Live loads are produced by the use of the building or other structures. These include the weight of people, portable equipment, or parts of equipment which may be moved over or placed on floors during maintenance procedures. Additional live loads caused by reciprocating or rotating equipment shall also be considered.

Structures shall be designed to resist the effects of live loads as prescribed in the reference design standards. Live loads listed herein are considered as the minimum live loads to be used for design.

- Ground Floor Slabs: 150 psf.
- Subject to Vehicle Traffic: 250 psf, HS-20 (AASHTO) vehicle loading, or actual vehicle loading, whichever produces the most severe effects on supporting members.

3.2.4.2.4 Fluid Loads

Structures that are to contain fluid shall be designed to resist the effects caused by fluid pressure acting on a structural member. The structure containing fluid shall be designed assuming the fluid level inside the structure is at its maximum operating level. A fluid level associated with a surcharge or overflow condition shall be assumed to be the maximum operating level. Structures containing fluid will be designed for the following fluid pressures:

- Raw Wastewater: 63 pounds per cubic foot (pcf).

Structural members that shall resist the effects of fluid pressure will be designed without counter-acting loads, such as soil backfill or fluid pressures from adjacent cells.

Hydrodynamic forces shall be determined in accordance with the reference design standards.

3.2.4.2.5 Soil Loads

Soil loads are presented in *Geotechnical Exploration – Lift Station No. 2*, dated February 8, 2023, prepared by Geotechnology. Refer to Appendix B for report. Soil loads include the following:

- Equivalent lateral earth pressure, which include the effects of groundwater pressure:
 - Active: 85 pcf.
 - At-Rest: 94 pcf.

- Lateral surcharge due to surface loading:
 - Active: 0.40 times the applied surface loading.
 - At-Rest: 0.55 times the applied surface loading.
- Groundwater levels and risk of hydrostatic uplift due to ground water.

Where groundwater is present causing hydrostatic uplift on buried structures that do not contain sufficient fluid or weight to offset uplift forces, the buried structures shall be designed to resist the effects of the hydrostatic uplift forces according to the referenced US Army Corps of Engineers standards.

3.2.4.2.6 Snow Loads

Snow loads shall be determined based on the following parameters:

- Ground Snow Load, p_g : 20 psf.
- Snow Exposure Factor, C_e : 0.9.
- Snow Load Importance Factor, I_s : 1.10.
- Thermal Factor, C_t : 1.0.

3.2.4.2.7 Wind Loads

Wind loads shall be determined based on the following parameters:

- Basic Wind Speed, V : 120 mph.
- Wind Exposure: C.

3.2.4.2.8 Seismic Loads

Seismic loads shall be determined based on the following parameters:

- Seismic Importance Factor, I_E : 1.25.
- Mapped Spectral Response Acceleration Parameters:
 - Short-Period Mapped Spectral Acceleration, S_S : 0.094g
 - 1-Second Period Mapped Spectral Acceleration, S_1 : 0.067g
- Site Class: B.
- Spectral Response Acceleration Parameters:
 - Short-Period Design Spectral Acceleration, S_{DS} : 0.094g
 - 1-Second Period Design Spectral Acceleration, S_{D1} : 0.067g
- Seismic Design Category: B.

3.2.4.3 Structural Materials

Structural materials shall have the following properties:

- Reinforced Concrete:
 - Minimum 28-day Compressive Design Strength:
 - 4,500 psi for all construction, unless noted otherwise.
 - 5,000 psi for all precast concrete structures.
 - 2,000 psi for concrete fill.
 - Reinforcement: ASTM A615 Grade 60 (60,000 psi yield strength).

3.2.4.4 Geotechnical Criteria

Geotechnical criteria are presented in *Geotechnical Exploration – Lift Station No. 2*, dated February 8, 2023, prepared by Geotechnology. Refer to Appendix B for report.

3.2.5 Electrical

New electrical equipment will consist of one 300 amp service entrance rated automatic transfer switch feeding a 480V distribution panel that will supply power to two 50 hp (approximately) VFDs for the dry weather pumps and one 125 hp VFD for the wet weather pump with built-in harmonics mitigation and bypasses and one 240/120V lighting panel (via a new dry-type transformer). Electrical equipment will be housed within the new electrical shed except for a new CT cabinet and utility meter which will be located outside. The building lighting will be LED. The new pumps will be controlled by a new programmable logic control (PLC) panel and will be based on an analog level signal from a new level transmitter located at the wet well with backup float control. Cabling between the electrical building and the wet well will be routed below grade. A 250 kW natural gas generator with integrated load bank will be provided for backup power.

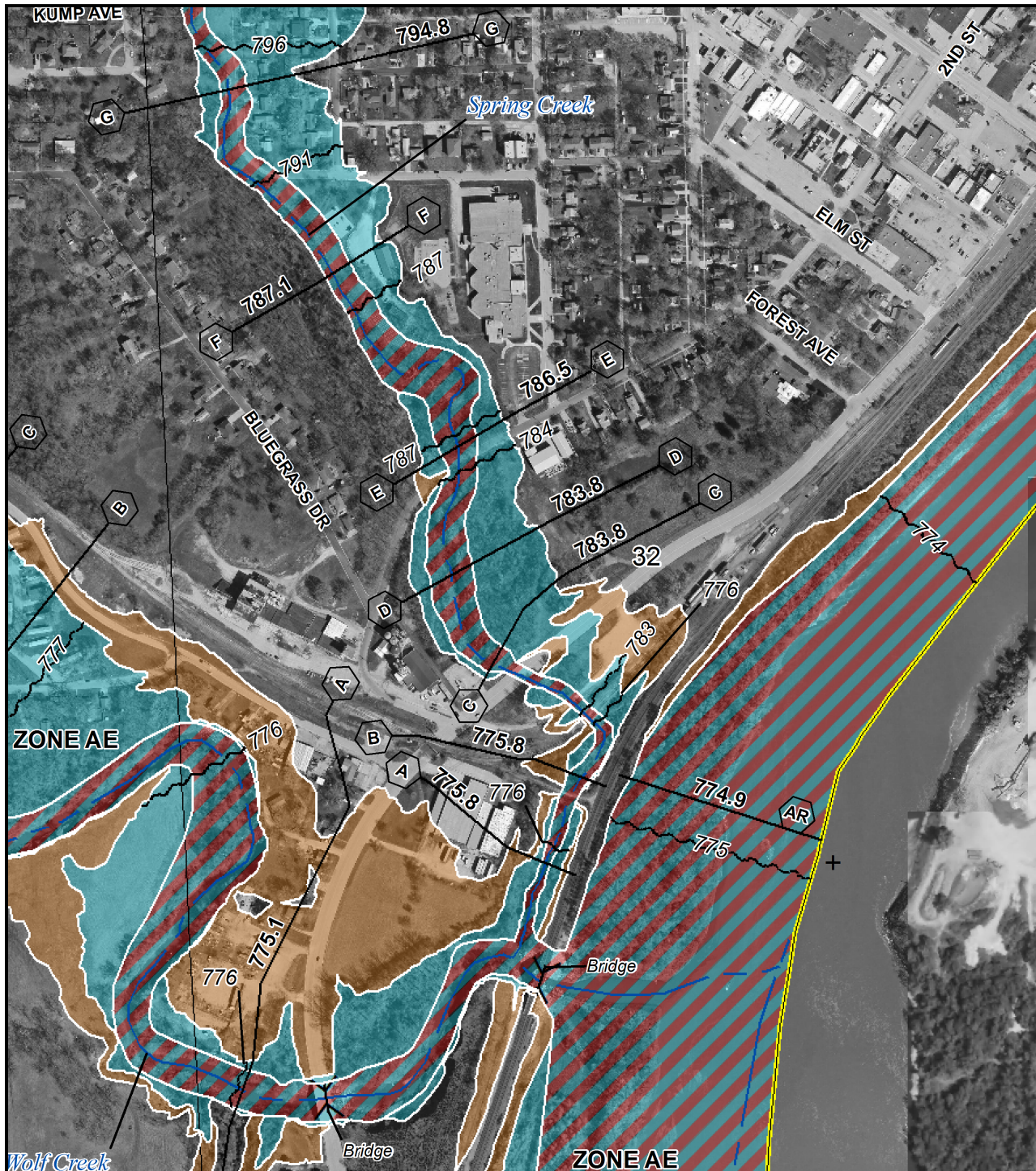
3.3 Sanitary Sewer Improvements Preliminary Design

The purpose of the new gravity sewer main is to connect the existing sanitary sewer collection system to the new lift station. The current lift station has sanitary sewer flow coming from two different directions. The existing sanitary sewer diameters were used for the new gravity sanitary sewer with a selected material of SDR 26 PVC to extend the current gravity sewer lines to the new lift station. The sanitary sewer pipe maintains a slope of 0.14% to the new lift station location. Alignment, gravity sewer line sizing, and plan and profile drawings of the sanitary sewer improvements are included in Appendix C.

In addition, approximately 350 linear feet of 10-inch forcemain is required to connect the new lift station site to the existing forcemain. 10-inch forcemain to be PVC with minimum SDR 32.5. Preliminary alignment and plan and profile drawings are included in Appendix C.

The City's standard specifications for gravity sewer, forcemain and manholes will be utilized in accordance with the established design criteria.

APPENDIX A -FEMA FIRM MAPS



Map Projection:
 NAD 1983 StatePlane Kansas North FIPS 1501
 Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet

0 500 1,000

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP

WYANDOTTE COUNTY, KANSAS
 And Incorporated Areas
 PANEL 117 OF 210

FEMA
 U.S. DEPARTMENT OF HOMELAND SECURITY

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
Bonner Springs, City of	200361	0117	E

VERSION NUMBER
2.2.2.1

MAP NUMBER
20209C0117E

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

APPENDIX B – GEOTECHNICAL REPORT



GEOTECHNOLOGY

A Universal Engineering Sciences Company

GEOTECHNICAL EXPLORATION LIFT STATION No. 2 BONNER SPRINGS, KANSAS

Prepared for:

**BURNS & McDONNELL ENGINEERING COMPANY
KANSAS CITY, MISSOURI**

Prepared by:

**GEOTECHNOLOGY, LLC
OVERLAND PARK, KANSAS**

Date:

FEBRUARY 8, 2023

Geotechnology Project No.:

J039905.01

SAFETY
QUALITY
INTEGRITY
PARTNERSHIP
OPPORTUNITY
RESPONSIVENESS



February 8, 2023

Ms. Dana Weir, P.E.
Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, Missouri 64114

Re: Geotechnical Exploration
Lift Station No. 2
Bonner Springs, Kansas
Geotechnology Project No. J039905.01

Dear Ms. Weir:

Presented in this report are the results of the geotechnical exploration conducted for the referenced project. This report does not address environmental considerations. Environmental consideration, if any, will be addressed under separate cover. This report includes our project understanding, observed site conditions, conclusions and/or recommendations, and support data as given in the Table of Contents.

It has been our pleasure to provide geotechnical services to you, and we would welcome the opportunity to provide other services during the course of the project. Please contact the undersigned if you need further information about this document.

Respectfully submitted,

GEOTECHNOLOGY, LLC



Sheryl D. Gallagher, P.E., D.GE
Principal Engineer

SDG/JAW:sdg

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APPENDICES

Appendix A – Important Information about This Geotechnical-Engineering Report
Appendix B – Logs of Borings B-1 through -4 and Probes P-1 and -2
Boring Log: Terms and Symbols
Rock: Terms and Symbols
Appendix C – Rock Core Photographs
Appendix D – Analytical Results

GEOTECHNICAL EXPLORATION

LIFT STATION NO. 2

BONNER SPRINGS, KANSAS

February 8, 2023 | Geotechnology Project No. J039905.01

1.0 EXECUTIVE SUMMARY

The executive summary is provided solely for the purposes of overview, and a number of details are omitted, any one of which could be crucial to the proper application of this report.

- The overall project consists of upgrades to the lift station and sewer in Bonner Springs, Kansas. Upgrades include 1,000 lineal feet of new sewer main and a lift station.
- The stratigraphy generally consists of lean clay fill underlain by native lean clay. Shale and limestone bedrock was encountered in two of the borings.
- Groundwater was measured in four borings during drillings and/or after delayed water level readings at depths of approximately 12 to 21 feet. The delayed water level in the cored borings may be influenced by the introduction of water for the coring process.
- Soft soils may be encountered along the sewer alignment.
- The lift station will likely encounter bedrock removal reaching the design elevation.
- The lift station should be designed to resist uplift pressures.

2.0 PROJECT DATA

2.1 Authorization

The services documented in this report were provided in general accordance with the scope of services described in Geotechnology's proposal P039905.01 dated December 16, 2022. A representative of Burns & McDonnell authorized our services by issuance of Professional Geotechnical Consultant Agreement dated December 20, 2022.

2.2 Purpose and Scope of Services

The purpose of our services was to develop recommendations for geotechnical aspects of the design and construction of the sewer improvements as defined in the scope of services of the referenced proposal. The authorized environmental services will be provided under separate cover. Briefly, geotechnical services consisted of drilling four borings, two probes, laboratory testing, engineering analyses and preparation of this report.



2.3 Project Description and Site Location

The project consists of the construction of a new lift station, designated as Lift Station No. 2, and over 1,000 lineal feet of 24-inch diameter sewer main. Two alternate locations are proposed for the lift station; along Front Street or near West 2nd Street. The structure will bear 42 feet below grade. Additionally, a valve vault will be constructed adjacent to the lift station and will bear at a depth of 8 feet.

The project site is wooded except near the roads and adjacent property on the west side. Spring Creek traverses through the site and the ground surface slopes steeply towards the creek. The site location and general topography of the area as per the 2018 U.S.G.S. maps of the vicinity are shown on Figure 1.

3.0 FIELD EXPLORATION AND LABORATORY TESTING

3.1 Field Exploration

The field exploration consisted of drilling four borings, designated as Borings B-1 through -4 and two probes, designated as P-1 and -2, at approximately the locations shown on Figure 2. The original scope of service included a third probe; however due to access considerations for the original planned location for Boring B-4, the planned probe was drilled as a boring. Additionally, Boring B-2 was moved east of the planned drill location due to sloping terrain and overhead and underground utility considerations. The borings were located in the field relative to site features and the elevations were interpolated from Google Earth. We recommend a surveyor determine boring locations if more accurate locations are required.

The borings were drilled using an all-terrain CME-550 rotary drill rig equipped with 4-inch diameter flight augers and 3 ¾ inch inside diameter hollow-stem augers. Standard Penetration Tests (SPTs) were performed using an automatic hammer. Split-spoon and Shelby tube samples were obtained at the depths indicated on the boring logs presented in Appendix B. An explanation of the terms and symbols used on the boring logs is also included in Appendix B. The probes were sampled using direct push methods with a 3.25-inch outside diameter macrocore sampler with a 1.75-inch sample liner.

Borings B-1 and -3 were extended into the bedrock using double-tube wireline coring methods. Measurements for the core recovery and rock quality designation (RQD)¹ were recorded. Core loss, where encountered, was noted on the logs at the approximate depths of loss based on observations of drilling rate and pressure during coring, and should be considered approximate. Core loss may be indicative of a void or clay seam in the subsurface or result from the washing out of material during coring. Rock cores were stored in plastic core boxes and shale cores were wrapped in plastic wrap. Rock core photographs are presented in Appendix C.

¹ Rock Quality Designation, RQD, is an indication of the quality of the rock based on the length of the recovered core pieces. RQD is defined as the total length of core measuring 4-inches long or more divided by the total recovered length, as is generally represented as a percentage.



A geologist from Geotechnology provided direction during field exploration, observed drilling and sampling, assisted in obtaining samples and prepared logs of the material encountered. The boring logs represent conditions observed at the time of exploration, and have been edited to incorporate results of the laboratory tests.

Unless noted on the boring logs, the lines designating the changes between various strata represent approximate boundaries. The transition between materials might be gradual or might occur between recovered samples. The stratification given on the boring logs, or described herein, is for use by Geotechnology in its analyses and should not be used as the basis of design or construction cost estimates without realizing that there can be variation from that shown or described.

The boring logs and related information depict subsurface conditions only at the specific locations and time where sampling was conducted. The passage of time might result in changes in conditions, interpreted to exist, at or between the locations where sampling was conducted.

3.2 Laboratory Testing

Laboratory testing was performed on selected samples to estimate engineering and index properties. Laboratory testing included determination of moisture content, Atterberg limits, unit weight, and unconfined compressive strength. The results of the index tests are presented on the boring logs. Chemical analytical testing (pH, redox potential, sulfide, sulfate, chloride, and resistivity) to evaluate corrosivity was performed on two selected samples. The analytical test results are included as Appendix D and are summarized in Table 1.

Table 1. Chemical Analytical Test Results

Boring No.	Sample Description	Sample Depth Interval (feet)	Total Sulfide (mg/kg-dry)	Sulfate (mg/kg-dry)	Chloride (mg/kg-dry)	Oxidation Reduction Potential (millivolts)	pH	Electrical Resistivity (ohm-cm)
B-1	CL	35-36	ND	ND	ND	221.7	8.0	5070
B-3	CL	15-17	ND	ND	ND	221.6	7.7	5740

ND = Non Detect

4.0 SUBSURFACE CONDITIONS

4.1 Stratigraphy

Topsoil fill forms the surface cover at Borings B-1, -2 and -4 to depths up to 1 foot. The topsoil fill is underlain by lean clay fill to a depth of approximately 5 to 8 feet. The fill is underlain by stiff to soft lean clay to boring termination at 30 feet at Borings B-2 and -4. Probes P-1 and -2 were surfaced with topsoil and underlain by lean clay to a depth of 16 feet at probe termination. An



approximate one-foot-thick silty sand stratum existed at a depth of approximately 7 feet in Probe P-2.

The topsoil at Boring B-3 and the fill at Boring B-1 is underlain by medium stiff to stiff lean clay to the auger refusal depths of approximately 18 and 39 feet, respectively. The borings were advanced into the rock with retrieved cores consisting of soft, weathered shale and moderately hard, highly to moderately weathered limestone. The rock core recovery values ranged between 94 and 100 percent, and the corresponding rock quality designation (RQD¹) values ranged from 0 to 100 percent.

4.2 Groundwater

Groundwater was encountered in Borings B-1 and -2 at depths of 25 and 24 feet, respectively, while drilling. The remaining borings and probes were dry during drilling. Groundwater was measured in Borings B-1 through -4 at depths of 11.8 to 21.5 feet approximately 24 to 40 hours after drilling. The delayed water levels in the borings that were cored may be reflective of the water introduced in the borehole during the coring process. Groundwater levels might not have stabilized, particularly in less permeable fine-grained soil, prior to backfilling. Consequently, the lack of measured groundwater levels might not represent present or future levels. Groundwater levels might vary substantially over time due to the effects of seasonal variation in precipitation, the water levels in Spring Creek, recharge or other factors not evident at the time of exploration. Therefore, groundwater levels during construction or at other times in the life of the structure might be higher than the levels indicated on the boring logs. Excavations that remain open could collect water.

5.0 DESIGN CONSIDERATIONS AND RECOMMENDATIONS

Geotechnology should be allowed to review final grading and foundation plans to verify that our recommendations have been properly implemented and are suitable for the final design.

5.1 Project Geotechnical Features

Depth to Rock. Excavations for the lift station will approach 42 feet. Excavations in rock should be expected, especially at either of the possible lift station locations near Borings B-1 and -3. It is possible that conventional excavating equipment might not be able to excavate weathered rock that is penetrable to our augers. Competent rock might occur at depths deeper or shallower than discussed in this report and/or shown on the boring logs. Rock, in general, might also occur at shallower depths in unexplored areas of the site. Hard rock removal techniques include line drilling or hydraulic chipping and splitting may be required to achieve final grades. Blasting is not recommended due to the nearby residential structures.

Groundwater. For the purposes of design, groundwater appears to be near a depth of 12 feet. Where excavations for the sewer are below the groundwater depth, dewatering should be provided to maintain groundwater at least 12 inches below the bottom of excavations in clay



soils to maintain a relatively stable base for installation of the sewer line. Sump/pump pits can sometimes be used to control groundwater in excavations in fine-grained soil and bedrock.

5.2 Site Grading

Suitable Fill Materials. The on-site materials available as fill are expected to include lean clay, shale, and limestone. Lean clay may be used as engineered fill. Shale that can be excavated with a backhoe may be used as engineered fill provided the material can be processed into a well-graded material with a maximum particle size of 2 inches. Shale and limestone that is removed utilizing hard rock removal techniques will likely not be able to be processed to a well graded material in a trench situation and should be disposed off-site. Imported off-site development fill should consist of lean, fine-grained soil (liquid limit less than 45) or well-graded crushed limestone with a 2-inch maximum particle size. Acceptable imported fill soils include non-organic materials designated as CL, CL-ML and GW in accordance with ASTM D 2487. Frozen soils should not be used for fill or backfill.

Fill and Backfill Placement. Fill or backfill should be placed in uniform lifts and compacted. The loose lift thickness should not exceed 8 inches. Thinner lift thicknesses will be required for the lighter compaction equipment often used in confined areas. The fill should be systematically compacted to the level given in Table 2. The soil should be placed at moisture contents compatible with the required unit weight. Depending on the soil moisture at the time of construction, drying or wetting might be required to achieve compaction. Deleterious material should not be included in fill, and the fill should not be placed on soft materials or frozen ground.

Table 2. Compaction Summary

Category	Minimum Compaction ^a
Fine-Grained Soil	95% ^b
Crushed Limestone	95%

^a Measured as a percent of the maximum unit weight as determined by the standard Proctor test (ASTM D 698).

^b Moisture content within minus 2 to plus 2 percent of the optimum moisture content.

Trench Backfill. Settlement of trench backfill can result in unsightly depressions and localized failures. The magnitude of settlement can be substantially reduced by mechanical compaction of the trench backfill. Poorly-graded (clean) rock must not be used for trench backfill. Clean rock can collect water which can soften the underlying fine-grained soils, promote shrink/swell in fat clays, or lead to the migration of fines and loss of subgrade support.

Pipe Bedding. Soft soil and disturbed soil subgrade areas should be replaced with compacted, well-graded crushed rock. Well-graded crushed rock or flowable fill should be used as the bedding material for pipes and sewer manholes. Loose material that accumulates in excavations should be removed prior to laying pipe or placing concrete or rock base for manholes.



5.3 Lift Station

Allowable Bearing Pressure. Based on the rock core from Borings B-1 and -3, the lift station slab at either location will bear on limestone or shale bedrock. Lift station slabs bearing on competent rock may be designed for 10 kips per square foot (ksf) allowable bearing pressure. The bearing pressures given herein may be increased 33 percent for transient loads. Competent rock can include shale; however, the shale should be covered with a 3-inch-thick mud mat to protect the subgrade from disturbance and softening prior to the placement of the base slab.

The presence of loose rock, as well as the necessity of providing a relatively level bearing surface, might require mechanical methods for rock removal. In addition, hand cleaning of rock crevices or pockets of soft material might occasionally be necessary. Loose rock and rock loosened by mechanical methods should be removed from excavations. Foundation overexcavations in rock should be backfilled with lean concrete or concrete.

Settlement of the lift station is expected to be less than $\frac{1}{2}$ inch provided the lift station is proportioned and constructed as recommended herein. Estimated values of settlement contained in this report are based on our experience with projects of a similar nature.

Uplift Resistance. Uplift loads can be resisted by the buoyant weight of the lift station and frictional resistance between the lift station exterior and compacted backfill placed against the structure. For compacted backfill placed against the lift station, an allowable frictional resistance value of 500 psf may be used. The frictional resistance in the top 36 inches of compacted fill should be neglected due to seasonal variations in moisture and frost penetration. The friction value provided in this section does not need to be reduced for the portion of a structure below groundwater.

If additional uplift resistance is needed, we recommend anchoring the base slab to the underlying bedrock. A unit weight of 135 pounds per cubic foot may be used for the bedrock in the anchor design. Alternately, buoyancy can be resisted with the dead weight of the foundation and the structure, frictional resistance between the sides of the foundation and soil and engineered fill, and the weight of soil and engineered fill above the foundation. The buoyant weight of footings, structures, soil and engineered fill should be used if below the groundwater level. For the native soil and engineered fill, total and buoyant unit weights of 120 pounds per cubic foot (pcf) and 65 pcf, respectively, may be used.

5.4 Valve Vault

If the structures are located near Boring B-1, the subgrade should be evaluated for fill. Fill should be considered uncontrolled and removed to the depth encountered. It is anticipated that the fill depth approximates the planned bearing elevation of the valve vault.

The planned valve vault may be supported on a mat foundation with a net allowable bearing pressure less than 1,500 psf. Mat foundations bearing on medium stiff to stiff, natural soil or compacted fill may be designed for a vertical modulus of subgrade reaction of 40 pounds per



cubic inch (pci). Mat foundations bearing on rock may be designed for a vertical modulus of subgrade reaction of 200 pci.

Frost Depth. As a measure to provide protection from seasonal moisture variations and frost penetration, mat foundations should bear at least 36 inches below grade. Alternatively, the edges of the mat can be turned down and embedded to a depth of 36 inches.

Settlement. The valve vault, designed and constructed as recommended herein, are expected to experience total and differential settlements of less than approximately 1 inch. Estimated values of settlement contained in this report are based on our experience with projects of a similar nature.

5.5 Lateral Earth Pressures

Substructure walls should be designed to withstand lateral earth pressures caused by adjacent soil and surcharge load. Design lateral pressures from surcharge loads should be added to the lateral earth pressure load. Lateral earth pressures can vary with wall restraint conditions, type of backfill, slope of the ground surface behind the wall, and method of backfill compaction.

On-site excavations are expected to generate lean clay and bedrock fragments. Lateral earth pressures for lean clay and crushed rock are included in Table 3. The lateral earth pressure values provided for low to medium plasticity clay (CL) may be used for the on-site lean clay and imported lean clays (after verification of suitability), and the values provided for the crushed stone backfill (GM) may be used for excavated limestone that has been processed as previously discussed.

For the equations in Table 3 to be valid for crushed rock backfill, the backfill should be placed in a wedge extending upward and away from the bottom edge of the wall at an angle of 45 degrees or flatter. If crushed stone is to be placed within a wedge at an angle of more than 45 degrees from the bottom edge of the wall, the values for lean clay provided in Table 3 should be used. Soft, uncompacted soil on the excavation slope should be removed prior to placement of backfill. Design drawings should reflect this requirement.

Table 3. Lateral Earth Pressures for Level (Horizontal) Ground Surfaces

Description of Backfill	Design Soil Lateral Load (psf per foot of depth)		
	Water Condition	At-rest	Active
Lean Clay (CL)	Drained	$65h + 0.55q$	$50h + 0.40q$
	Submerged	$94h + 0.55q$	$85h + 0.40q$
Well-Graded Crushed Rock (GW)	Drained	$56h + 0.40q$	$35h + 0.25q$
	Submerged	$93h + 0.40q$	$80h + 0.25q$

Where:

h = depth below adjacent grade, feet
 q = surcharge load, psf



Although likely not practical given the elevation of the groundwater, if the structures are not designed to resist hydrostatic forces, backfill behind the walls should include a clean, granular material that should be positively drained to prevent buildup of static water level/hydrostatic pressures against walls. “Clean” indicates less than 2 percent finer than the No. 200 sieve. Clean material should be wrapped with a geotextile such as Mirafi 140N and capped with 2 feet of lean clay. The thickness of the backfill zone should be at least 24 inches behind the base of the wall to allow good drainage. A drain system should be installed around the perimeter of the walls. The perimeter drain system should consist of a 4-inch PVC or equivalent pipe with 1/4-inch perforations. Drainage should be to a sump pump. The pipe should be placed with the perforations down and enveloped with an open-graded gravel (ASTM C 33 Size No. 57). The gravel should be surrounded with Mirafi 140 filter cloth or equivalent.

5.6 Temporary Excavations

OSHA Soil Type. Temporary excavation slopes should be consistent with safety regulations. Worker safety and classification of soil type is the responsibility of the contractor. The materials encountered during excavations for the proposed project are anticipated to consist of rock and fine-grained soil. Excavations in competent bedrock can be classified as OSHA Type Stable Rock; the natural medium stiff and stiff fine-grained soil can generally be classified as OSHA Type B soil and soft soils can be classified as OSHA Type C soil. OSHA guidelines for temporary slopes in Stable Rock allow construction of a vertical slope (i.e., 90 degrees), and excavations in Type B materials may be constructed at 1V:1H or flatter. Excavations in and/or terminating in Type C soil (soft fine-grained and granular soils) and excavations that extend below the groundwater surface should be sloped at 1V:1.5H or flatter. Benched excavations in OSHA Type C soil and benched excavations below groundwater, regardless of the soil type, are not permitted.

The contractor should be aware that excavation depths and inclinations (including adjacent existing slopes) should not exceed those specified in local, state or federal safety regulations, e.g., OSHA Health and Safety Standards for Excavations, 29 CFR, or successor regulations. Such regulations are strictly enforced and, if not followed, the contractor, or earthwork or utility subcontractors could be subjected to substantial penalties. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations.

Temporary slopes left open might undergo sloughing and result in an unstable situation. The contractor should evaluate stability and failure consequences before open cut slopes are made. Minor sloughing of open face slopes might occur. If the slope is expected to remain open for an extended time an impermeable membrane covering the slopes could be considered as a means to reduce the potential for slope degradation and instability.

It is important to note that soils encountered in the construction excavations might vary across the sites, and that even if the OSHA criteria are used, there is a potential for slope failure. If



different subsurface conditions are encountered at the time of construction, we recommend that Geotechnology be contacted to evaluate the conditions.

Temporary Shoring. Excavated temporary slopes might not be feasible at all locations and temporary shoring systems could be required. While different temporary shoring types and configurations can be used, the more common types that are applicable to this site are trench boxes and soldier pile and lagging. Brief discussions of these potential temporary shoring methods are presented in the following paragraphs. Other methods of temporary shoring may be considered, and it might be possible to incorporate the retention system as a permanent structural component.

- *Trench Boxes:* Trench boxes are steel or aluminum structures used for protecting personnel performing duties within a trench. Trench boxes are customarily constructed with sidewalls of varying thicknesses and are held apart by internal steel or aluminum bracing.
- *Soldier Piles and Lagging:* Construction of soldier piles involves placing steel H-piles in predrilled holes that are subsequently backfilled with flowable fill or lean concrete. As the excavation proceeds downward, timber lagging or steel sheeting is installed between the exposed H-piles to restrain the exposed cohesive soil. Additional lateral resistance can be obtained by installing internal bracing or tiebacks.

The contractor should be responsible for designing, installing and monitoring the shoring system. Project specifications should indicate tolerances for wall movement, and require that the wall be designed in accordance with OSHA requirements. The shoring system can also be used as the back form for perimeter structure walls. Appropriate factors of safety should be applied.

5.7 Seismicity

Per the general procedures of the 2018 edition of the International Building Code (IBC), the soil profile at the project site can be defined as Class B (Rock). Based on a United States Geological Survey (USGS) web application using the latitude and longitude coordinates of the project site, the mapped maximum considered earthquake spectral response acceleration is approximately 9.4 percent gravity (0.094 g) at short periods (S_s) and 6.7 percent gravity (0.067 g) at 1-second periods (S_1). The stratigraphy at this site generally consists of cohesive, fine-grained soils underlain by bedrock. The site soils, however, are not considered susceptible to liquefaction during the design seismic event.

5.8 Corrosivity

Cement. Table 2-2 in Design and Control of Concrete Mixtures, 14th Edition, issued by the Portland Cement Association, was reviewed to evaluate the potential of sulfate exposure. Based on Table 2-2, and the analytical test results presented in Appendix D, the concrete will not be exposed to a sulfate condition and we recommend the use of Type I cement for the project.



Corrosion Potential. The Ductile Iron Pipe Research Association (DIPRA) 10-points corrosion potential evaluation system was used to assess the corrosion potential of the soils at the site. The evaluation procedure requires the following analytical tests: soil resistivity, pH, oxidation-reduction potential, sulfides, and moisture. For a given soil sample, each parameter is evaluated and assigned points for all five areas. The points are totaled and if the sum is 10 or more, the soil is considered potentially corrosive to iron pipe, which would warrant protective measures. Based on the results of the analytical tests and our local experience, the soil samples tested have a corrosion potential value of less than 10; consequently, protective measures for iron pipe are not warranted.

6.0 RECOMMENDED ADDITIONAL SERVICES

The conclusions and recommendations given in this report are based on: Geotechnology's understanding of the proposed design and construction, as outlined in this report, site observations, interpretation of the exploration data, and our experience. Since the intent of the design recommendations is best understood by Geotechnology, we recommend that Geotechnology be included in the final design and construction process, and be retained to review the project plans and specifications to confirm that the recommendations given in this report have been correctly implemented. We recommend that Geotechnology be retained to participate in prebid and preconstruction conferences to reduce the risk of misinterpretation of the conclusions and recommendations in this report relative to the proposed construction of the subject project.

Since actual subsurface conditions between boring locations may vary from those encountered in the borings, our design recommendations are subject to adjustment in the field based on the subsurface conditions encountered during construction. Therefore, we recommend that Geotechnology be retained to provide construction observation services as a continuation of the design process to confirm the recommendations in this report and to revise them accordingly to accommodate differing subsurface conditions. Construction observation is intended to enhance compliance with project plans and specifications. It is not insurance, nor does it constitute a warranty or guarantee of any type. Regardless of construction observation, contractors, suppliers, and others are solely responsible for the quality of their work and for adhering to plans and specifications.

7.0 LIMITATIONS OF REPORT

This report has been prepared on behalf of, and for the exclusive use of the client for specific application to the named project as described herein. If this report is provided to other parties, it should be provided in its entirety with all supplementary information. In addition, the client should make it clear that the information is provided for factual data only, and not as a warranty of subsurface conditions presented in this report.

Geotechnology has attempted to conduct the services reported herein in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The recommendations and



conclusions contained in this report are professional opinions. The report is not a bidding document and should not be used for that purpose.

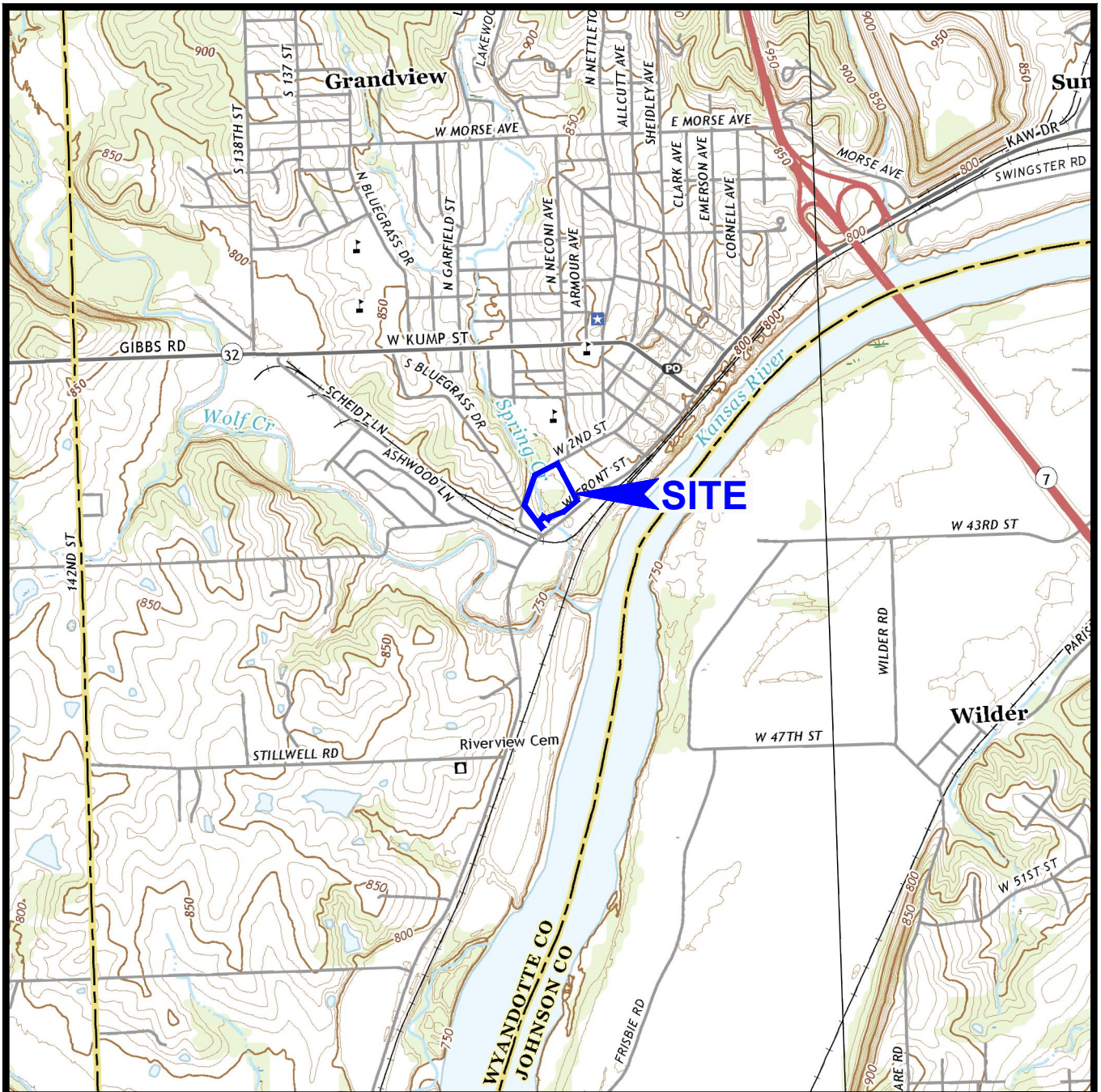
Our scope of service for this phase of the project did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors noted or unusual or suspicious items or conditions observed are strictly for the information of our client. Our scope of service did not include an assessment of the effects of flooding and erosion of creeks or rivers adjacent to or on the project site.

The analyses, conclusions, and recommendations contained in this report are based on the data obtained from the subsurface exploration. The field exploration methods used indicate subsurface conditions only at the specific locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Consequently, subsurface conditions may vary gradually, abruptly, and/or nonlinearly between sample locations and/or intervals.

The conclusions or recommendations presented in this report should not be used without Geotechnology's review and assessment if the nature, design, or location of the facilities is changed, if there is a substantial lapse in time between the submittal of this report and the start of work at the site, or if there is a substantial interruption or delay during work at the site. If changes are contemplated or delays occur, Geotechnology must be allowed to review them to assess their impact on the findings, conclusions, and/or design recommendations given in this report. Geotechnology will not be responsible for any claims, damages, or liability associated with any other party's interpretations of the subsurface data or with reuse of the subsurface data or engineering analyses in this report.

The recommendations included in this report have been based in part on assumptions about variations in site stratigraphy that may be evaluated further during earthwork and foundation construction. Geotechnology should be retained to perform construction observation and continue its geotechnical engineering service using observational methods. Geotechnology cannot assume liability for the adequacy of its recommendations when they are used in the field without Geotechnology being retained to observe construction.

A copy of "Important Information about This Geotechnical-Engineering Report" that is published by the Geotechnical Business Council (GBC) of the Geoprofessional Business Association (GBA) is included in Appendix A for your review. The publication discusses some other limitations, as well as ways to manage risk associated with subsurface conditions.



NOTES

1. Plan adapted from 7.5 minute U.S.G.S. maps for Bonner Springs and Edwardsville, Kansas quadrangles, last revised in 2018.

0 2,000 4,000



SCALE IN FEET

Drawn By: WAH	Ck'd By: AHH	App'd By: AMS
Date: 1-25-23	Date: 1-30-23	Date: 1-31-23



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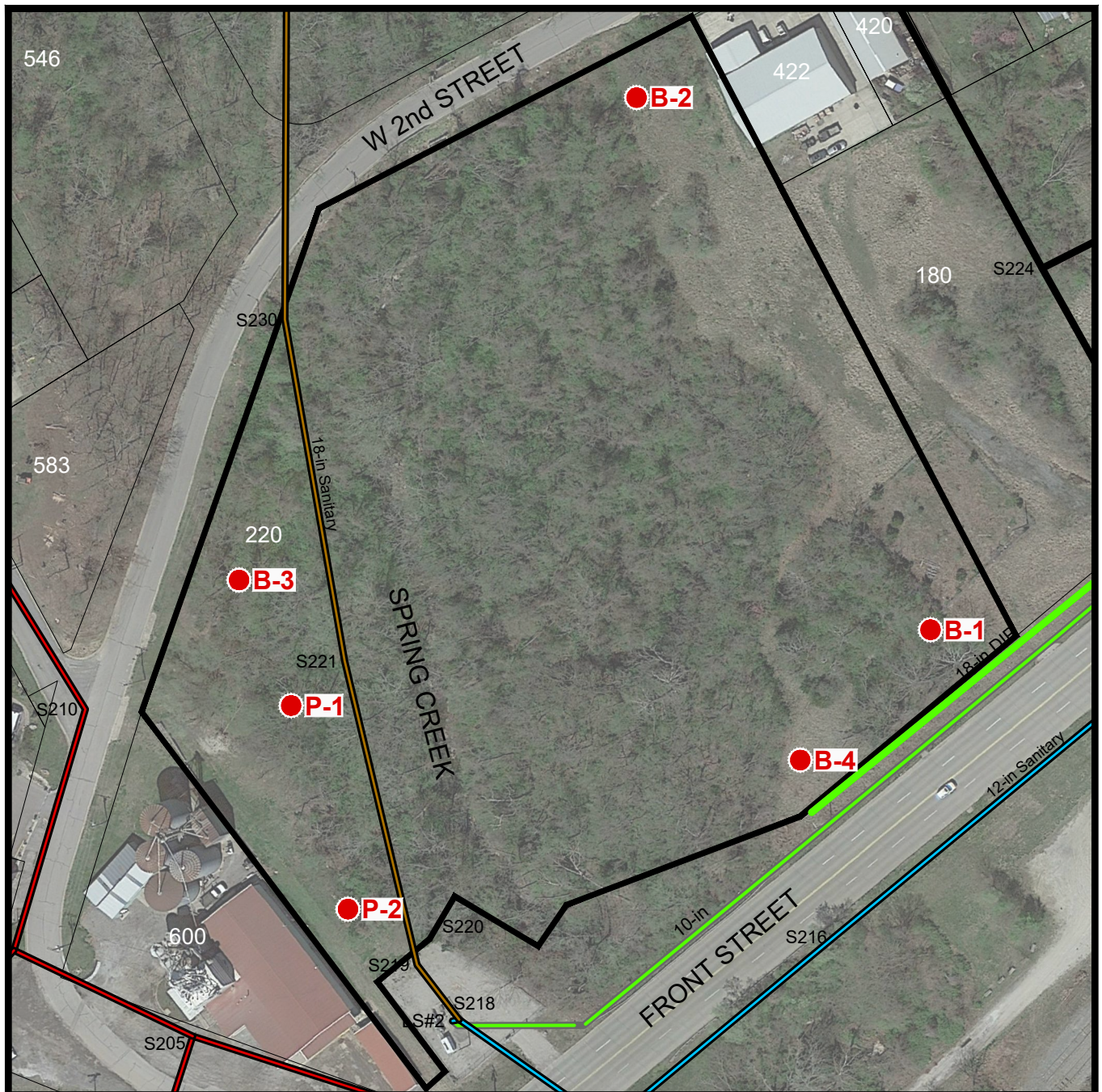
Lift Station No. 2
Bonner Springs, Kansas

SITE LOCATION AND TOPOGRAPHY

Project Number
J039905.01

FIGURE 1





NOTES

1. Plan adapted from an April 10, 2021 aerial photograph courtesy of Google Earth and an undated, untitled drawing supplied by the client.
2. Borings were located in the field with reference to site features and are shown approximate only.

LEGEND

● Boring Location



Drawn By: WAH	Ck'd By: AHH	App'vd By: AMS
Date: 1-25-23	Date: 1-30-23	Date: 1-31-23



Lift Station No. 2
Bonner Springs, Kansas

AERIAL PHOTOGRAPH OF SITE AND BORING LOCATIONS

Project Number
J039905.01

FIGURE 2



APPENDIX A

Important Information about This Geotechnical-Engineering Report

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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APPENDIX B

Logs of Borings B-1 through -4 and Probes P-1 and -1

Boring Log: Terms and Symbols

Rock: Terms and Symbols

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>787</u>		Completion Date: <u>1/17/23</u>		GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD		PID VALUES (ppm)		SAMPLES		SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5		
Datum <u>WGS84</u>		STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)										
		WATER CONTENT, % PL ----- LL 10 20 30 40 50										
DEPTH IN FEET	DESCRIPTION OF MATERIAL											
	TOPSOIL FILL			3-4-4		SS1						
	FILL - brown/dark brown lean clay			3-4-5		SS2						
5				4-4-4		SS3						
10	CLAY - dark brown grading to brown and gray, medium stiff to stiff, lean - (CL)			2-2-3		SS4						
	with silt seams			2-5-5		SS5						
15				104		ST6						
	trace sand			2-3-3		SS7						
20				2-2-2		SS8						
25				94		ST9						
				2-2-2		SS10						
30				2-3-4		SS11						
35				108		ST12						
				4-17 -50/3"		SS13				67 ▲		

GROUNDWATER DATA

ENCOUNTERED AT 25 FEET ∇
 AT 21.5 FEET AFTER 40 HOURS ∇

DRILLING DATA

___ AUGER 3 3/4" HOLLOW STEM
 WASHBORING FROM ___ FEET
BCS DRILLER AHH LOGGER
CME 550X DRILL RIG
 HAMMER TYPE Auto

REMARKS: Delayed water level measurement could be influenced from the coring procedure due to introduction of water.

Drawn by: JDH
 Date: 1/18/23

Check by: SDG
 Date: 1/19/23

App'vd by: JAW
 Date: 2/1/23



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**Bonner Springs
 Lift Station No. 2
 Bonner Springs, KS**

LOG OF BORING: B-1

Project No. J039905.01

[illegible]

[illegible]

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>792</u> Datum <u>WGS84</u>		Completion Date: <u>1/19/23</u>		GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD		PID VALUES (ppm)		SAMPLES		SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5		
STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)												
WATER CONTENT, % PL ----- LL 10 20 30 40 50												
DEPTH IN FEET 5 10 15 20 25 30 35	DESCRIPTION OF MATERIAL		TOPSOIL FILL									
	CLAY - red-brown, medium stiff to stiff, lean - CL		2-2-3		SS1							
			2-3-4		SS2							
			2-4-5		SS3							
			2-4-5		SS4							
	brown-gray and yellow-brown, shaley		4-5-7		SS5							
			100		ST6							
	LIMESTONE - light-gray, moderately hard, fresh and slightly weathered 2-inch yellow SHALE seam		99% 72%		NQ1							
	SHALE - gray and yellow, soft, slightly weathered				NQ2							
	LIMESTONE - light gray with yellow shale seams, moderately hard, slightly weathered		98% 14%									
	light gray to gray, interbedded with yellow to gray shale, fresh and slightly weathered		94% 7%		NQ3							
	SHALE - gray to black to light gray, soft and very soft, fresh to slightly weathered		100% 100%		NQ4							
			100% 98%		NQ5							

GROUNDWATER DATA

☒ FREE WATER NOT ENCOUNTERED DURING DRILLING

AT 18 FEET AFTER 24 HOURS ▼

DRILLING DATA

☐ AUGER 3 3/4" HOLLOW STEM WASHBORING FROM FEET

BCS DRILLER AHH LOGGER

CME 550X DRILL RIG

HAMMER TYPE Auto

Drawn by: JDH
Date: 1/20/23

Check by: SDG
Date: 1/24/23

App'vd by: JAW
Date: 2/1/23

REMARKS: Delayed water level measurement could be influenced from the previous days coring due to introduction of water.

GEOTECHNOLOGY
A Universal Engineering Sciences Company

**Bonner Springs
Lift Station No. 2
Bonner Springs, KS**

LOG OF BORING: B-3

Project No. J039905.01

[illegible]

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>785</u>		Completion Date: <u>1/17/23</u>		GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD		PID VALUES (ppm)		SAMPLES		SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5			
Datum <u>WGS84</u>		STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)								WATER CONTENT, % PL ----- LL 10 20 30 40 50			
DEPTH IN FEET	DESCRIPTION OF MATERIAL				GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD		PID VALUES (ppm)		SAMPLES				
	TOPSOIL FILL												
	FILL - brown and dark brown lean clay				5-5-3				SS1	▲ ●			
5					3-4-6				SS2	▲ ●			
					CLAY - brown, stiff to medium stiff, lean - (CL)				4-5-5			SS3	● ▲
10									82			ST4	○ ----- ●
									2-2-2			SS5	▲ ●
15									101			ST6	○ ----- ●
					gray-brown and gray				3-3-5			SS7	▲ ●
20									2-3-4			SS8	▲ ●
25													
30	Boring terminated at 30 feet.												
35													

GROUNDWATER DATA

X FREE WATER NOT ENCOUNTERED DURING DRILLING

AT 11.8 FEET AFTER 40 HOURS ▼

DRILLING DATA

___ AUGER 3 3/4" HOLLOW STEM

WASHBORING FROM ___ FEET

BCS DRILLER AHH LOGGER

CME 550X DRILL RIG

HAMMER TYPE Auto

Drawn by: JDH
Date: 1/18/23

Check by: SDG
Date: 1/19/23

App'vd by: JAW
Date: 2/1/23

REMARKS:

GEOTECHNOLOGY
A Universal Engineering Sciences Company

**Bonner Springs
Lift Station No. 2
Bonner Springs, KS**

LOG OF BORING: B-4

Project No. J039905.01

Surface Elevation <u>792</u>		Completion Date: <u>1/17/23</u>		GRAPHIC LOG	DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD	SAMPLES	SHEAR STRENGTH, tsf				
Datum <u>WGS84</u>		Δ - UU/2 $\bigcirc$ - QU/2 $\square$ - PP/2									
		0.5 1.0 1.5 2.0 2.5									
DEPTH IN FEET	DESCRIPTION OF MATERIAL				STANDARD PENETRATION RESISTANCE (ASTM D 1586)						
					$\blacktriangle$ N-VALUE (BLOWS PER FOOT)						
					WATER CONTENT, %						
					PL	10	20	30	40	50	LL
	TOPSOIL				DP1						
	CLAY - reddish-brown to brown, lean clay - CL										
5											
					DP2						
10					DP3						
					DP4						
15											
	Boring terminated at 16 feet.										
20											
25											
30											
35											

GROUNDWATER DATA		DRILLING DATA		Drawn by: JDH	Check by: SDG	App'vd by: JAW
<u>X</u> FREE WATER NOT ENCOUNTERED DURING DRILLING		<u> </u> AUGER <u>3 1/4"</u> MACROCORE WASHBORING FROM <u> </u> FEET		Date: 1/18/23	Date: 1/19/23	Date: 2/1/23
		<u>BCS</u> DRILLER <u>AHH</u> LOGGER		GEOTECHNOLOGY A Universal Engineering Sciences Company		
		<u>CME 550X</u> DRILL RIG				
		HAMMER TYPE <u> </u>		Bonner Springs Lift Station No. 2 Bonner Springs, KS		
REMARKS:				LOG OF BORING: P-1		
				Project No. J039905.01		

[illegible]

BORING LOG: TERMS AND SYMBOLS

GENERAL NOTES

- Information on each boring log is a compilation of subsurface conditions based on soil or rock classifications obtained from the field as well as from laboratory testing of samples. The strata lines on the logs may be approximate or the transition between the strata may be gradual rather than distinct. Water level measurements refer only to those observed at the times and places indicated, and may vary with time, geologic condition or construction activity.
- Relative composition and Unified Soil Classification designations are based on visual estimates and are approximate only. If laboratory tests were performed to classify the soil, the unified designation is shown in parenthesis.
- Value given in Unit Dry Weight/SPT Column is either a unit dry weight in pounds per cubic foot, if adjacent to a ST sample designation, or blows per 6-inch increment if adjacent to a SS sample designation.

ABBREVIATIONS

UU/2 Shear Strength from Unconsolidated – Undrained Triaxial Test (ASTM D2850)
 QU/2 Shear Strength from Unconfined Compression Test (ASTM D2166)
 SV Shear Strength from Field Vane (ASTM D2573)
 PL Plastic Limit (ASTM D4318)
 LL Liquid Limit (ASTM D4318)

LEGEND

CS	Continuous Sampler
GB	Grab Sample Taken From Auger Cuttings or Wash Water Return
NX 100 42	NX Rock Core with Percent Recovery/R.Q.D. Given In Adjacent Column
PST	Three Inch Diameter Piston Tube Sample
SS	Split Spoon Sample (Standard Penetration Test)
ST	Three Inch Diameter Shelby Tube Sample
*	Sample Not Recovered
SV	Field Vane Test

SPLIT – BARREL SAMPLER DRIVING RECORD

Blow per Foot (N-Value)

25.....25 blows drove sampler 12 inches after initial 6 inches of seating.
 75/10".....75 blows drove sampler 10 inches after initial 6 inches of seating.
 50/S3".....50 blows drove sampler 3 inches during initial 6 inch seating interval.

NOTES: 1. To avoid damage to sampling tools, driving is limited to 50 blows during any six inch interval.
 2. N-Value (Blow Count) is the standard penetration resistance based on the total number of blows, using a 140-lb hammer with 30-inch free fall, required to drive a split spoon the last two of three, 6-inch drive increments. (Example: 4/7/9, N = 7 + 9 = 16). Values are shown as a summation on grid plot and may be shown as 4/7/9 in Unit Dry Weight – SPT column.

RELATIVE COMPOSITION

Trace.....0-10 %
 With/Some.....11-35 %
 Soil modifier such..... > 35 %
 As silty, clayey, sandy, etc.

DENSITY OF GRANULAR SOILS

Descriptive Term: **N—Value**
 Very Loose.....0 - 4
 Loose.....5 - 10
 Medium Dense.....11 - 30
 Dense.....31 - 50
 Very Dense.....> 50

STRENGTH OF COHESIVE SOILS

Consistency	Undrained Shear Strength Tons Per Sq. Ft.	Field Test	Approximate N-Value Range
Very Soft.....	less than 0.12	Thumb will penetrate soil more than 1" ..	0 - 1
Soft.....	0.13 to 0.25	Thumb will penetrate soil about 1"	2 - 4
Medium Stiff.....	0.26 to 0.50	Thumb will penetrate soil about ¼"	5 - 8
Stiff.....	0.51 to 1.00	Thumb hardly indents soil.....	9 - 15
Very Stiff.....	1.01 to 2.00	Thumb will not indent soil, but readily indented with thumbnail.....	16 - 30
Hard.....	greater than 2.00.....	Thumbnail will not indent soil.....	> 30

SOIL GRAIN SIZE

U.S. STANDARD SIEVE

12"	3"	¾"	4	10	40	200		
BOULDERS	COBBLES	GRAVEL		SAND			SILT	CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE		
300	76.2	19.1	4.76	2.00	0.42	0.074	0.002	
SOIL GRAIN SIZE IN MILLIMETERS								

SOIL STRUCTURE

Calcareous – Having appreciable quantities of carbonate.
Fissured – Containing shrinkage or relief cracks, often filled with sand or silt; usually more or less vertical.
Slickensided – Having planes of weakness that appear slick and glossy. The degree of slickensidedness depends upon the spacing of slickensides and the ease of breaking along those planes.
Layer -- Inclusion greater than 3 inches thick.
Seam – Inclusion 1/8 inch to 3 inches thick extending through the sample

Parting – Inclusion less than 1/8 inch thick.
Pocket – Inclusion of material of different texture that is smaller than the diameter of the sample.
Interlayered – Soil samples composed of alternating layers of different soil types.
Intermixed – Soil samples composed of pockets of different soil types and a layered or laminated structure is not evident.
Laminated – Soil sample composed of alternating partings or seams of different soil type.

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYM BOL	DESCRIPTION
Coarse-Grained Soils (More than 50% Larger than No 200 Sieve Size)	Gravel and Gravelly Soils	Clean Gravels Little or no Fines	GW	Well-Graded Gravel, Gravel-Sand Mixture
		Gravels with Appreciable Fines	GP	Poorly –Graded Gravel, Gravel-Sand Mixture
			GM	Silty Gravel, Gravel-Sand-Silt Mixture
	Sand and Sandy Soils	Clean Sands Little or no Fines	GC	Clayey-Gravel, Gravel-Sand-Clay Mixture
SW			Well-Graded Sand, Gravelly Sand	
Sands with Appreciable Fines		SP	Poorly Graded Sand, Gravelly Sand	
		SM	Silty Sand, Sand-Silt Mixture	
Fine-Grained Soils (More than 50% Smaller than No 200 Sieve Size)	Silts and Clays	Liquid Limit Less Than 50	SC	Clayey Sand, Sand-Clay Mixture
			ML	Silt, Clayey Silt, Silty or Clayey Very Fine Sand, Slight Plasticity
			CL	Clay, Sandy Clay, Silty Clay, Low to Medium Plasticity
	Silts and Clays	Liquid Limit More Than 50	OL	Organic Silts, or Silty Clays of Low Plasticity
			MH	Silt, Fine Sandy or Silt Soil with High Plasticity
			CH	Clay, High Plasticity
	Highly Organic Soils		OH	Organic Clay of Medium to High Plasticity
			PT	Peat, Humus, Swamp Soil

PLASTICITY CHART	
Nonplastic Trace Plasticity Medium Plastic Highly Plastic	Cannot Roll Into Ball Barely Roll Into Ball Can be Rolled Into Ball No Rupture by Kneading

VISUAL DESCRIPTION CRITERIA*

TABLE 1: CRITERIA FOR DESCRIBING ANGULARITY OF COARSE-GRAINED PARTICLES

Description	Criteria
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular	Particles are similar to angular description but have rounded edges
Subrounded	Particles have nearly plane sides but have well-rounded corners and edges
Rounded	Particles have smoothly curved sides and no edges

TABLE 2: CRITERIA FOR DESCRIBING PARTICLE SHAPE

Description	Criteria
Flat	Particles with width/thickness X3
Elongated	Particles with length/width X3
Flat and Elongated	Particles meet criteria for both flat and elongated

TABLE 3: CRITERIA FOR DESCRIBING MOISTURE CONDITION

Description	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp, but no visible water
Wet	Visible free water, usually soil is below the water table

TABLE 4: CRITERIA FOR DESCRIBING REACTION WITH HCL

Description	Criteria
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming rapidly

TABLE 6: CRITERIA FOR DESCRIBING CEMENTATION

Description	Criteria
Weak	Crumbles or breaks with handling or little finger pressure
Moderate	Crumbles or breaks with considerable finger pressure
Strong	Will not crumble or break with finger pressure

*NOTES: 1. Tables adapted from ASTM D2488 "Description and Identification of Soils" (Visual-Manual Procedure)
2. Tables 5, 7 and 11 incorporated into other information on this plate.

TABLE 8: CRITERIA FOR DESCRIBING DRY STRENGTH

Description	Criteria
None	The dry specimen crumbles into powder with mere pressure of handling
Low	The dry specimen crumbles into powder with some finger pressure
Medium	The dry specimen breaks into pieces or crumbles with considerable finger pressure
High	The dry specimen cannot be broken with finger pressure. Specimen will break into pieces between thumb and a hard surface.
Very High	The dry specimen cannot be broken between the thumb and a hard surface

TABLE 9: CRITERIA FOR DESCRIBING DILATANCY

Description	Criteria
None	No visible change in the specimen
Slow	Water appears slowly on the surface of the specimen during shaking and does not disappear or disappears slowly upon squeezing.
Rapid	Water appears quickly on the surface of the specimen during shaking and disappears quickly upon squeezing.

TABLE 10: CRITERIA FOR DESCRIBING TOUGHNESS

Description	Criteria
Low	Only slight pressure is required to roll the thread near the plastic limit. The thread and the lump are weak and soft.
Medium	Medium pressure is required to roll the thread to near the plastic limit. The thread and the lump have medium stiffness
High	Considerable pressure is required to roll the thread to near the plastic limit. The thread and the lump have very high stiffness

TABLE 12: IDENTIFICATION OF INORGANIC FINE-GRAINED SOILS FROM MANUAL TESTS

Soil Symbol	Dry Strength	Dilatancy	Toughness
ML	None to low	Slow to rapid	Low or thread cannot be formed
CL	Medium to high	None to slow	Medium
MH	Low to medium	None to slow	Low to medium
CH	High to very high	none	High

ROCK: TERMS AND SYMBOLS

Field descriptions can include the following:

TERM

Hardness
Color
Crystallinity
Bedding
Weathering
Fabric (if applicable)
Jointing (including filling)
Voids
RQD
Sorting Criteria
Angularity Criteria

REFERENCE

Table 1
(1)
Table 2
Table 3
Table 4
Table 5
Table 6
Table 7
Table 8
Figure 1
Figure 2

TABLE 1: ROCK HARDNESS

DESCRIPTION	CRITERIA
Very Soft	- Easily indented with the thumb
Soft	- Able to be scratched with a fingernail
Moderately Hard	- Easily scratched with a knife; Cannot be scratched with the fingernail
Hard	- Difficult to scratch with a knife
Very Hard	- Cannot be scratched with a knife

TABLE 2: ROCK CRYSTALLINITY

DESCRIPTION	CRITERIA
Aphanitic (Micritic)	- Crystals cannot be distinguished with the naked eye
Very Finely Crystalline	- Crystals are barely discernable with the naked eye
Finely Crystalline	- Crystals are easily discernable with the naked eye
Medium Crystalline	- Crystals are medium size; up to 1/8" in diameter
Coarsely Crystalline	- Crystals are 1/8" to 1/4" in diameter
Very Coarsely Crystalline	- Crystals are larger than 1/4" in diameter

TABLE 3: ROCK MASS BEDDING

DESCRIPTION	CRITERIA
Parting	- Less than 0.02 foot (<0.60 cm)
Band	- 0.02 to 0.2 foot (0.60 to 6.1 cm)
Thin Bed	- 0.2 to 0.5 foot (6.1 to 15.2 cm)
Medium Bed	- 0.5 to 1.0 foot (15.2 to 30.5 cm)
Thick Bed	- 1.0 to 2.0 feet (30.5 to 61.0 cm)
Massive	- Greater than 2.0 feet (>61.0 cm)

TABLE 4: ROCK WEATHERING

DESCRIPTION	CRITERIA
Fresh	- No visible signs of decomposition or discoloration
Slightly Weathered	- Slight discoloration inward from open fractures
Moderately Weathered	- Discoloration throughout, slight loss of strength, texture intact
Highly Weathered	- Specimens can be broken by hand, texture indistinct, fabric intact
Completely Weathered	- Specimens easily crumbled, minerals decomposed to soil
Residual Soil	- Advanced state of decomposition resulting in plastic soil

TABLE 5: ROCK FABRIC

DESCRIPTION	CRITERIA
Equigranular	- Grains essentially of equal size
Porphyritic	- Mixed coarse and fine grains
Amorphous	- No definite crystal form (Glass)
Platy	- Schistose or foliated, planar

TABLE 6: ROCK JOINTING

DESCRIPTION	CRITERIA
Very Wide	>3.25 ft. (>3 m)
Wide	1.1 – 3.25 ft. (1-3 m)
Moderately Wide	0.3 – 1.1 ft. (0.3 – 1 m)
Close	0.05 – 0.3 ft. (0.05 – 0.3 m)
Very Close	<0.05 ft. (<0.05 m)

TABLE 7: ROCK VOIDS

DESCRIPTION	CRITERIA
Dense	- Usually not discernable with the naked eye
Pit (Pitted)	- Discernable to 1/4"
Vug (Vuggy)	- 1/4" to diameter of the core
Cavity	- Larger than 6" in diameter

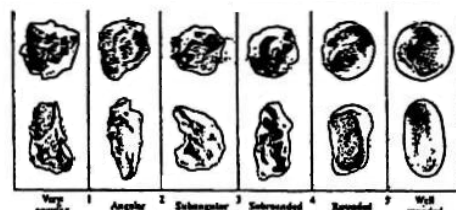
ROCK 8: ROCK QUALITY

PERCENT RQD	QUALITY
90 to 100	Excellent
75 to 90	Good
50 to 75	Fair
25 to 50	Poor
0 to 25	Very Poor

FIGURE 1: Sorting Criteria



FIGURE 2: Angularity Criteria



TYPE SPECIFIC CHARACTERISTICS

CHARACTERISTICS OF DETRITAL SEDIMENTARY ROCKS		CHARACTERISTICS OF NON-DETRITAL SEDIMENTARY ROCKS	
ROCK TYPE	CHARACTERISTICS	ROCK TYPE	CHARACTERISTICS
	COARSE-GRAINED		CALCAREOUS PRECIPITATES
Conglomerates	- Rounded fragments of any type rock; cementing agent chiefly silica, but iron, clay, and calcareous material also common/	Limestone	- Contains more than 50% calcium carbonate. The calcite can be precipitated chemically, organically, or it may be detrital in origin. Reacts violently with dilute HCL.
Breccia	- Angular fragments of any type rock; resulting from glaciation, rock falls, cave collapse, and/or fault movements.	Coquina	- Weak porous rock consisting of lightly cemented shells and shell fragments.
	MEDIUM-GRAINED	Chalk	- Soft, porous, and fine-textured; composed of shells of microscopic organisms; usually white.
Sandstones	- Predominantly quartz grains cemented by silica, iron, clay or carbonate material. Color depends on cementing agent; porous and pervious; hard and generally thickly bedded.	Dolomite	- Harder and heavier than limestone. Forms by alteration of limestone or by direct precipitation from sea water. Reacts with dilute HCL only when powdered; hardness >5.
Arkose	- Similar to sandstone but at least 25% feldspar.	Gypsum	- An evaporate, commonly massive, white and soft.
Graywacke	- Angular particles of a variety of minerals in a clay matrix; indurated, impure sandstone.	Anhydrite	- An evaporate, harder than gypsum; normally white with a pearly luster and splintery fracture.
	FINE-GRAINED	Halite	- An evaporate; a crystalline aggregate of salt.
Siltstone	- Composition similar to sandstone but at least 50% of grains 0.002 – 0.02mm in size. Rarely forms thick beds, but often hard.		ORGANIC ORIGIN
Shale	- Predominant particles, <0.002mm; a well defined fissile fabric. Commonly interbedded with sandstone and relatively soft.	Coal	- Composed of highly altered plant remains and varying amounts of clay, generally black.
Argillites	- Hard, indurated shales devoid of fissility.		BIOGENIC AND CHEMICAL ORIGIN
Clay Shale	- Moderately indurated shales.	Chert	- Formed by silica deposited from solution in water. May occur as nodules or relatively thick beds; hardness of 7.
Claystone	- Clay-size particles compacted into rock without a fissile structure (stiff to hard consistency).	Diatomite	- Soft, white, very light, porous rock.
CHARACTERISTICS OF IGNEOUS ROCKS		CHARACTERISTICS OF METAMORPHIC ROCKS	
ROCK TYPE	CHARACTERISTICS	ROCK TYPE	CHARACTERISTICS
	COARSE TO MEDIUM GRAINED		FOLIATED FABRIC
Pegmatite	- Chiefly quartz and feldspar, occurring separately as large grains; abundant as dikes in granite.	Gneiss	- Coarse-grained rock with imperfect foliation resulting in slabbing. Chief minerals are quartz and feldspar.
Granite	- Most common igneous rock; normally equigranular and light in color; chiefly quartz and feldspar.	Schist	- Fine-grained rock with a well-developed foliation. Mainly consists of platy minerals and commonly garnet.
Syenite	- Light colored rock similar to granite but contains no quartz; almost entirely feldspar.	Amphibolite	- Consists largely of amphibole with a schist-like foliation. Commonly hard and very dense.
Diorite	- Equigranular and gray to dark gray; composed of plagioclase feldspar and at least one ferromagnesian mineral.	Phyllite	- Soft, with a satin luster and extremely fine schistosity; very unstable cut slopes.
Gabbro	- Dark colored rock composed of ferromagnesian minerals and plagioclase feldspar.	Slate	- Extremely fine-grained (micritic) with a very well-defined cleavage; generally hard.
Peridotite	- Dark colored rock composed almost entirely of ferromagnesian minerals, readily altered.		MASSIVE FABRIC
Dunite	- Very dark green; major constituent is olivine. Readily alters to serpentine.	Meta-conglomerate	- Similar to conglomerate in appearance but has been fused and deformed by heat and pressure.
Dolerite	- Dark colored rock, intermediate in grain size.	Quartzite	- Extensively altered sandstone; individual sand grains have been fused together.
	FINE-GRAINED	Serpentine	- A green, soft, compact rock with a waxy luster and splintery fracture.
Andesite	- Generally dark gray, green or red, fine-grained rock; occasionally porphyritic.	Soapstone	- Derived from talc; generally green in color and easily cut with a sharp knife; resists the action of heat and acids.
Basalt	- Most abundant extrusive rock; variable colors; fine-grained with a dense structure.	Hornfels	- Rocks baked by contact metamorphism into a hard aphanitic material, with conchoidal fracture and generally dark gray to black in color.
Rhyolite	- Microcrystalline equivalent of granite; usually white, gray or pink with a few phenocrysts.	Migmatite	- A complex intermixture of metamorphic and granular igneous rocks formed by injection of granite magma into foliated rocks.
Felsite	- A finely-crystalline variety of quartz-porphry.		
	GLASSY ROCKS	Mylonites	- Produced by intense metamorphism; variable fabric due to deformation of original minerals. Common along the base of overthrust sheets.
Obsidian	- Solid natural glass devoid of all crystal form.		
Pumice	- Extremely vesicular glass; sponge structure.		
Scoria	- Rock which has equal void space and solid mass.		

GEOLOGIC DEFINITIONS

ARENACEOUS – A term applied to rocks that have been derived from sand or contain abundant, >30% , sand in composition.

ARGILLACEOUS – A term applied to all rock or substances composed of clay minerals or having a notable portion, >30%, clay in composition.

BRECCIATED – A rock texture with is composed of angular fragments which corresponds in size to gravel and/or pebbles.

CONGLOMERITIC – A rock texture which is composed of rounded fragments which correspond in size to gravel and/or pebbles.

FABRIC – That factor of the texture of a crystalline rock which depends on the relative sizes, shapes, and arrangements of the component crystals.

FISSILITY – A property of splitting along closely spaced parallel planes.

LOOLITIC – A spherical or ellipsoidal texture, 0.25 – 2.0mm in diameter, with a concentric or radial structure.

PHANERITIC – A textural term applied to those igneous rocks in which all the grains are essentially the same size.

PORPHYRITIC- A textural term applied to those igneous rocks which have larger crystals set in a fine matrix.

SLICKENSIDE – A polished or striated surface on or within a rock or compact soil.

STYLOLITE – A term applied to parts of certain limestones which have a columnlike development that is grooved, sutured, or striated and irregular

Note: Tables, Figures and data adapted from: "Geotechnical Engineering Investigation Manual", Roy E. Hunt, McGraw-Hill Book Co., New York, NY, 1984., "Petrology Igneous, Sedimentary, and Metamorphic", Harvey Blatt & Ernest G. Ehlers, W. H. Freeman & co., San Francisco, CA, 1982., and the U.S. Army Corps of Engineers.

APPENDIX C

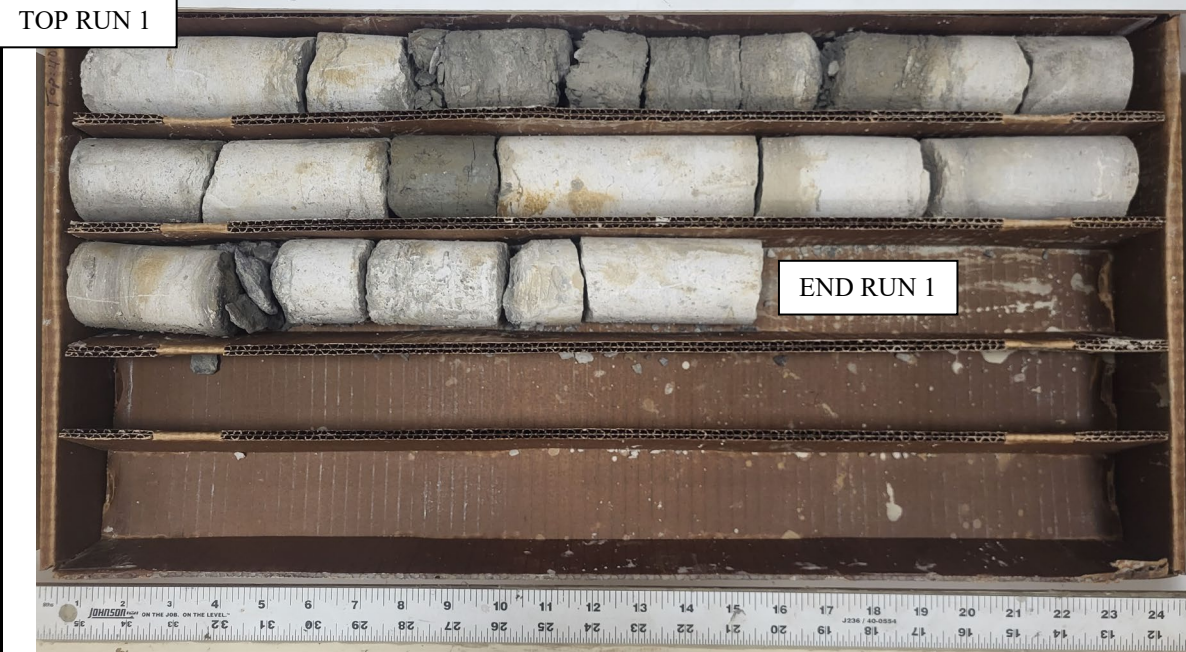
Rock Core Photographs

B-1

**Lift Station No. 2
Bonner Springs, KS**

J039905.01

TOP RUN 1

Run No.

1

Depth (ft)

40.5 – 45.5

Recovery (%)

100

RQD (%)

51

B-3

**Lift Station No. 2
Bonner Springs, KS**

J039905.01

TOP RUN 1

Run No.

1

Depth (ft)

18.0 - 21.0

Recovery (%)

99

RQD (%)

72

2

21.0 – 26.0

98

14

3

26.0 – Cont.

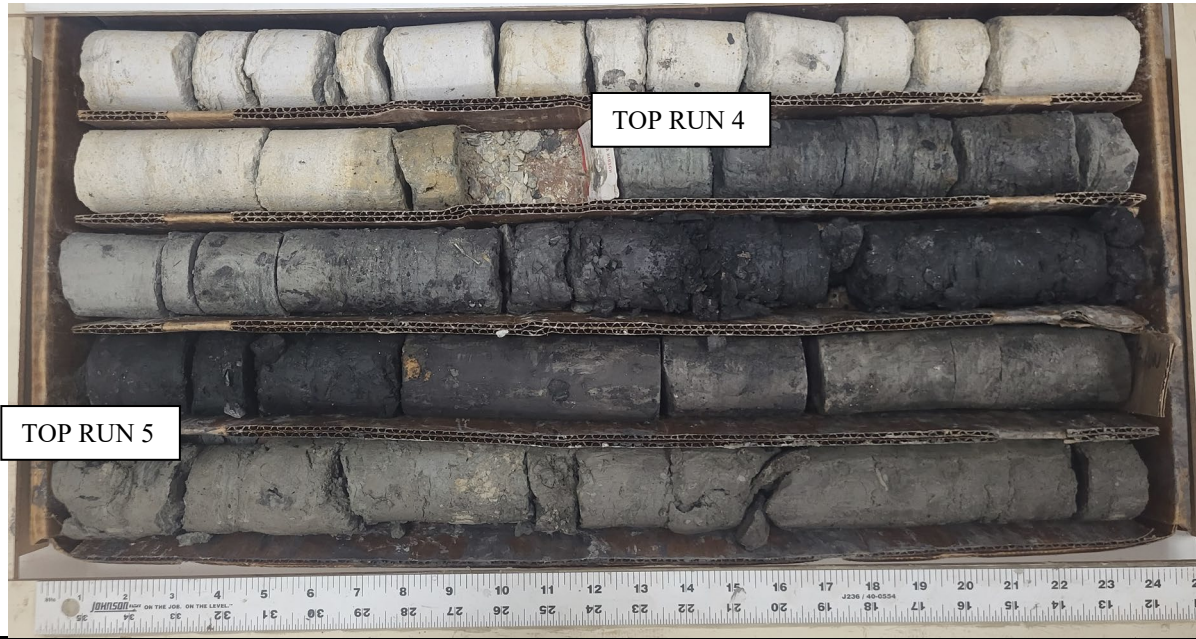
94

7

B-3

**Lift Station No. 2
Bonner Springs, KS**

J039905.01

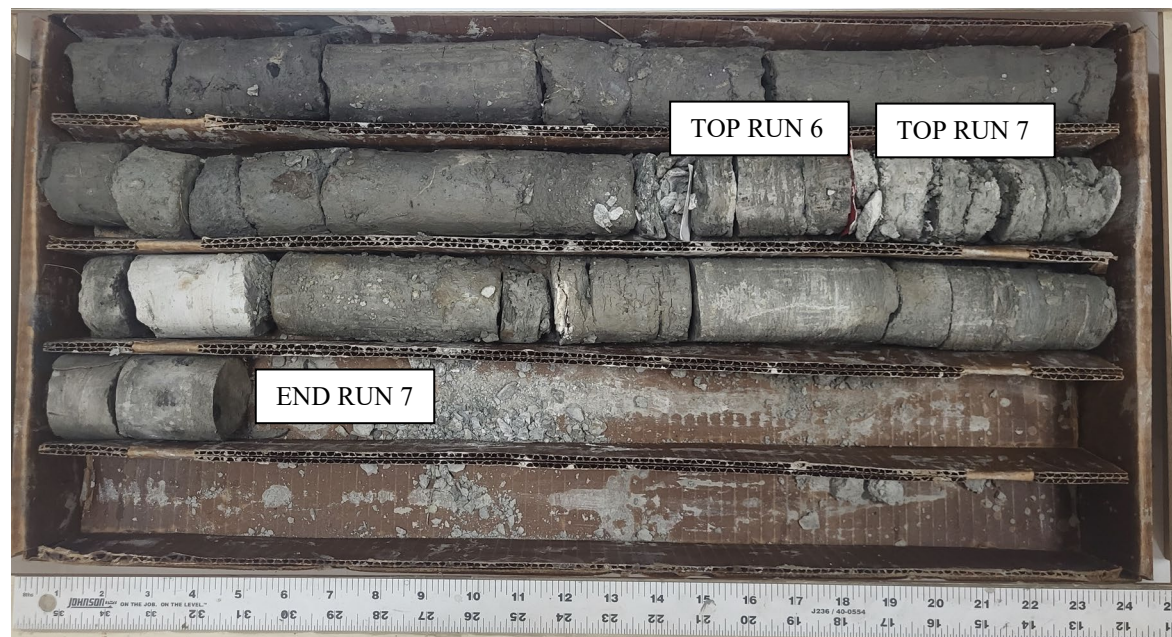


<u>Run No.</u>	<u>Depth (ft)</u>	<u>Recovery (%)</u>	<u>RQD (%)</u>
3	Cont. – 36.0	94	7
4	36.0 – 40.5	100	100
5	40.5 – Cont.	100	98

B-3

**Lift Station No. 2
Bonner Springs, KS**

J039905.01



<u>Run No.</u>	<u>Depth (ft)</u>	<u>Recovery (%)</u>	<u>RQD (%)</u>
5	Cont. – 40.5	100	98
6	40.5 – 41.0	100	0
7	41.0 – 44.0	97	85

APPENDIX D

Analytical Results

February 07, 2023

Matt McQuality
GEOTECHNOLOGY, INC.
5055 Antioch Road
Shawnee, KS 66203

RE: Project: BONNER LIFT STATION J039905.01
Pace Project No.: 60420927

Dear Matt McQuality:

Enclosed are the analytical results for sample(s) received by the laboratory on January 31, 2023. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Kansas City

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Angie Brown
angie.brown@pacelabs.com
1(913)563-1402
Project Manager

Enclosures

cc: Angie Coates, GEOTECHNOLOGY, INC.



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Pace Analytical Services Kansas

9608 Loiret Boulevard, Lenexa, KS 66219

Missouri Inorganic Drinking Water Certification #: 10090

Arkansas Drinking Water

Arkansas Certification #: 22-031-0

Illinois Certification #: 2000302021-3

Iowa Certification #: 118

Kansas/NELAP Certification #: E-10116

Louisiana Certification #: 03055

Nevada Certification #: KS000212023-1

Oklahoma Certification #: 2022-057

Florida: Cert E871149 SEKS WET

Texas Certification #: T104704407-21-15

Utah Certification #: KS000212022-12

Illinois Certification #: 004592

Kansas Field Laboratory Accreditation: # E-92587

Missouri SEKS Micro Certification: 10070

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Lab ID	Sample ID	Matrix	Date Collected	Date Received
60420927001	B-1 ST-12 35'-36'	Solid	01/30/23 15:00	01/31/23 10:05
60420927002	B-3 ST-6 15'-17'	Solid	01/30/23 15:30	01/31/23 10:05

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
60420927001	B-1 ST-12 35'-36'	EPA 9045	CRN2	1	PASI-K
		SM 2580B	RB	1	PASI-K
		EPA 120.1 Resistivity	TML	1	PASI-K
		EPA 9056	RKA	2	PASI-K
60420927002	B-3 ST-6 15'-17'	EPA 9045	CRN2	1	PASI-K
		SM 2580B	RB	1	PASI-K
		EPA 120.1 Resistivity	TML	1	PASI-K
		EPA 9056	RKA	2	PASI-K

PASI-K = Pace Analytical Services - Kansas City

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Date: February 07, 2023

Sulfide analyses results located in the attached sublab report following the chain of custody section.

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Sample: B-1 ST-12 35'-36' **Lab ID:** 60420927001 **Collected:** 01/30/23 15:00 **Received:** 01/31/23 10:05 **Matrix:** Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
9045 pH Soil								
Analytical Method: EPA 9045 Pace Analytical Services - Kansas City								
pH at 25 Degrees C	8.0	Std. Units	0.10	1		02/02/23 15:05		
Oxidation/Reduction Potential								
Analytical Method: SM 2580B Pace Analytical Services - Kansas City								
Oxidation/Reduction Potential	221.7	mV	1.0	1		02/02/23 14:31		
Resistivity								
Analytical Method: EPA 120.1 Resistivity Pace Analytical Services - Kansas City								
Resistivity	5070	ohms-cm	100	1		02/03/23 14:30		
9056 IC Anions								
Analytical Method: EPA 9056 Preparation Method: EPA 9056 Pace Analytical Services - Kansas City								
Chloride	ND	mg/kg	101	10	02/01/23 09:00	02/01/23 10:03	16887-00-6	
Sulfate	ND	mg/kg	101	10	02/01/23 09:00	02/01/23 10:03	14808-79-8	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Sample: B-3 ST-6 15'-17' Lab ID: 60420927002 Collected: 01/30/23 15:30 Received: 01/31/23 10:05 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
9045 pH Soil								
Analytical Method: EPA 9045 Pace Analytical Services - Kansas City								
pH at 25 Degrees C	7.7	Std. Units	0.10	1		02/02/23 15:05		
Oxidation/Reduction Potential								
Analytical Method: SM 2580B Pace Analytical Services - Kansas City								
Oxidation/Reduction Potential	221.6	mV	1.0	1		02/02/23 14:35		
Resistivity								
Analytical Method: EPA 120.1 Resistivity Pace Analytical Services - Kansas City								
Resistivity	6740	ohms-cm	100	1		02/03/23 14:30		
9056 IC Anions								
Analytical Method: EPA 9056 Preparation Method: EPA 9056 Pace Analytical Services - Kansas City								
Chloride	ND	mg/kg	99.8	10	02/01/23 09:00	02/01/23 11:23	16887-00-6	
Sulfate	ND	mg/kg	99.8	10	02/01/23 09:00	02/01/23 11:23	14808-79-8	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

QC Batch: 830188

Analysis Method: EPA 9045

QC Batch Method: EPA 9045

Analysis Description: 9045 pH

Laboratory: Pace Analytical Services - Kansas City

Associated Lab Samples: 60420927001, 60420927002

SAMPLE DUPLICATE: 3295323

Parameter	Units	60420927001 Result	Dup Result	RPD	Max RPD	Qualifiers
pH at 25 Degrees C	Std. Units	7.4	7.3	1	3	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

QC Batch: 830263

Analysis Method: SM 2580B

QC Batch Method: SM 2580B

Analysis Description: Oxidation/Reduction Potential

Laboratory: Pace Analytical Services - Kansas City

Associated Lab Samples: 60420927001, 60420927002

SAMPLE DUPLICATE: 3295727

Parameter	Units	60420927001 Result	Dup Result	RPD	Max RPD	Qualifiers
Oxidation/Reduction Potential	mV	221.7	221.7			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: BONNER LIFT STATION J039905.01
Pace Project No.: 60420927

QC Batch:	830052	Analysis Method:	EPA 9056
QC Batch Method:	EPA 9056	Analysis Description:	9056 IC Anions
		Laboratory:	Pace Analytical Services - Kansas City

Associated Lab Samples: 60420927001, 60420927002

METHOD BLANK: 3294848 Matrix: Solid
Associated Lab Samples: 60420927001, 60420927002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Chloride	mg/kg	ND	100	02/01/23 09:16	
Sulfate	mg/kg	ND	100	02/01/23 09:16	

LABORATORY CONTROL SAMPLE: 3294849

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloride	mg/kg	500	475	95	80-120	
Sulfate	mg/kg	500	488	98	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 3294850 3294851

Parameter	Units	60420927001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Chloride	mg/kg	ND	478	478	561	488	98	83	80-120	14	15	
Sulfate	mg/kg	ND	478	478	550	479	115	100	80-120	14	15	

SAMPLE DUPLICATE: 3294852

Parameter	Units	60420927002 Result	Dup Result	RPD	Max RPD	Qualifiers
Chloride	mg/kg	ND	73.7J		15	
Sulfate	mg/kg	ND	58.1J		15	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: BONNER LIFT STATION J039905.01
Pace Project No.: 60420927

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
60420927001	B-1 ST-12 35'-36'	EPA 9045	830188		
60420927002	B-3 ST-6 15'-17'	EPA 9045	830188		
60420927001	B-1 ST-12 35'-36'	SM 2580B	830263		
60420927002	B-3 ST-6 15'-17'	SM 2580B	830263		
60420927001	B-1 ST-12 35'-36'	EPA 120.1 Resistivity	830357		
60420927002	B-3 ST-6 15'-17'	EPA 120.1 Resistivity	830357		
60420927001	B-1 ST-12 35'-36'	EPA 9056	830052	EPA 9056	830103
60420927002	B-3 ST-6 15'-17'	EPA 9056	830052	EPA 9056	830103

REPORT OF LABORATORY ANALYSIS

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DC#_Title: ENV-FRM-LENE-0009_Sample

Revision: 2

Effective Date: 01/12/2022

WO#: 60420927

Client Name: GeotechnologyCourier: FedEx ☐ UPS ☐ VIA ☐ Clay ☐ PEX ☐ ECI ☐ Pace ☐ Xroads ☐ Client ☒ Other ☐Tracking #: _____ Pace Shipping Label Used? Yes ☐ No ☒Custody Seal on Cooler/Box Present: Yes ☐ No ☒ Seals intact: Yes ☐ No ☒Packing Material: Bubble Wrap ☐ Bubble Bags ☐ Foam ☐ None ☒ Other ☐Thermometer Used: T296 Type of Ice: Wet Blue ☒ NoneCooler Temperature (°C): As-read 4.9 Corr. Factor -0.1 Corrected 4.8Date and initials of person
examining contents:AF 1/31

Temperature should be above freezing to 6°C

Chain of Custody present:	☒ Yes ☐ No ☐ N/A	
Chain of Custody relinquished:	☒ Yes ☐ No ☐ N/A	
Samples arrived within holding time:	☒ Yes ☐ No ☐ N/A	
Short Hold Time analyses (<72hr):	☐ Yes ☒ No ☐ N/A	
Rush Turn Around Time requested:	☒ Yes ☐ No ☐ N/A	<u>4 DAY TAT</u>
Sufficient volume:	☒ Yes ☐ No ☐ N/A	
Correct containers used:	☒ Yes ☐ No ☐ N/A	
Pace containers used:	☒ Yes ☐ No ☐ N/A	
Containers intact:	☒ Yes ☐ No ☐ N/A	
Unpreserved 5035A / TX1005/1006 soils frozen in 48hrs?	☐ Yes ☐ No ☒ N/A	
Filtered volume received for dissolved tests?	☐ Yes ☐ No ☒ N/A	
Sample labels match COC: Date / time / ID / analyses	☒ Yes ☐ No ☐ N/A	
Samples contain multiple phases? Matrix: <u>SL</u>	☐ Yes ☒ No ☐ N/A	
Containers requiring pH preservation in compliance? (HNO ₃ , H ₂ SO ₄ , HCl<2; NaOH>9 Sulfide, NaOH>10 Cyanide) (Exceptions: VOA, Micro, O&G, KS TPH, OK-DRO)	☐ Yes ☐ No ☒ N/A	List sample IDs, volumes, lot #'s of preservative and the date/time added.
Cyanide water sample checks:		
Lead acetate strip turns dark? (Record only)	☐ Yes ☐ No	
Potassium iodide test strip turns blue/purple? (Preserve)	☐ Yes ☐ No	
Trip Blank present:	☐ Yes ☐ No ☒ N/A	
Headspace in VOA vials (>6mm):	☐ Yes ☐ No ☒ N/A	
Samples from USDA Regulated Area: State:	☐ Yes ☒ No ☐ N/A	
Additional labels attached to 5035A / TX1005 vials in the field?	☐ Yes ☐ No ☒ N/A	

Client Notification/ Resolution:

Copy COC to Client? Y / N

Field Data Required? Y / N

Person Contacted: _____ Date/Time: _____

Comments/ Resolution: _____

Project Manager Review: _____ Date: _____

Client: Geotechnology

Site: Banner Lift Station J030190901

Profile #

7516-1

Notes

JG FU = Subst code (sulfide)

COC Line Item	Matrix	VG9H	DG9H	DG9Q	VG9U	DG9U	DG9M	DG9B	BG1U	AG1H	AG1U	AG2U	AG3S	AG4U	AG5U	JG FU	WGKU	WGDU	BP1U	BP2U	BP3U	BP1N	BP3N	BP3F	BP3S	BP3C	BP3Z	WPDU	ZPLC	Other
1	SL																													
2																														
3																														
4																														
5																														
6																														
7																														
8																														
9																														
10																														
11																														
12																														

Container Codes

Glass		Plastic		Misc.	
DG9B	40mL bisulfate clear vial	WGKU	8oz clear soil jar	BP1C	1L NaOH plastic
DG9H	40mL HCl amber vial	WGKU	4oz clear soil jar	BP1N	1L HNO3 plastic
DG9M	40mL MeOH clear vial	WG2U	2oz clear soil jar	BP1S	1L H2SO4 plastic
DG9Q	40mL TSP amber vial	JG FU	4oz unpreserved amber wide	BP1U	1L unpreserved plastic
DG9S	40mL H2SO4 amber vial	AG0U	100mL unores amber glass	BP1Z	1L NaOH, Zn Acetate
DG9T	40mL Na Thio amber vial	AG1H	1L HCl amber glass	BP2C	500mL NaOH plastic
DG9U	40mL amber unpreserved	AG1S	1L H2SO4 amber glass	BP2N	500mL HNO3 plastic
VG9H	40mL HCl clear vial	AG1T	1L Na Thiosulfate clear/amber glass	BP2S	500mL H2SO4 plastic
VG9T	40mL Na Thio. clear vial	AG1U	1liter unpres amber glass	BP2U	500mL unpreserved plastic
VG9U	40mL unpreserved clear vial	AG2N	500mL HNO3 amber glass	BP2Z	500mL NaOH, Zn Acetate
BG1S	1liter H2SO4 clear glass	AG2S	500mL H2SO4 amber glass	BP3C	250mL NaOH plastic
BG1U	1liter unpres glass	AG3S	250mL H2SO4 amber glass	BP3F	250mL HNO3 plastic - field filtered
BG3H	250mL HCL Clear glass	AG2U	500mL unpres amber glass	BP3N	250mL HNO3 plastic
BG3U	250mL Unpres Clear glass	AG3U	250mL unpres amber glass	BP3U	250mL unpreserved plastic
WGDU	16oz clear soil jar	AG4U	125mL unpres amber glass	BP3S	250mL H2SO4 plastic
		AG5U	100mL unpres amber glass	BP3Z	250mL NaOH, Zn Acetate
				BP4U	125mL unpreserved plastic
				BP4N	125mL HNO3 plastic
				BP4S	125mL H2SO4 plastic
				WPDU	16oz unpreserved plastic

Work Order Number:

60420027



Pace Analytical Services, LLC

2231 W. Altorfer Drive

Peoria, IL 61615

(800)752-6651

February 03, 2023

Angie Brown
Pace Analytical - Lenexa
9608 Loiret Blvd
Lenexa, KS 66219

RE: Pace Lenexa 60420927

Dear Angie Brown:

Please find enclosed the analytical results for the **2** sample(s) the laboratory received on **2/1/23 9:20 am** and logged in under work order **GB00065**. All testing is performed according to our current TNI accreditations unless otherwise noted. This report cannot be reproduced, except in full, without the written permission of Pace Analytical Services, LLC.

If you have any questions regarding your report, please contact your project manager. Quality and timely data is of the utmost importance to us.

Pace Analytical Services appreciates the opportunity to provide you with analytical expertise. We are always trying to improve our customer service and we welcome you to contact the General Manager, Lisa Grant, with any feedback you have about your experience with our laboratory at 309-683-1764 or lisa.grant@pacelabs.com.

A handwritten signature in cursive script that reads 'Amy Holmes'.

Amy Holmes
Project Manager
(314) 595-7336
amy.holmes@pacelabs.com

**SAMPLE RECEIPT CHECK LIST**

Items not applicable will be marked as in compliance

Work Order GB00065

YES	Samples received within temperature compliance when applicable
YES	COC present upon sample receipt
YES	COC completed & legible
NO	Sampler name & signature present
YES	Unique sample IDs assigned
YES	Sample collection location recorded
YES	Date & time collected recorded on COC
YES	Relinquished by client signature on COC
YES	COC & labels match
YES	Sample labels are legible
YES	Appropriate bottle(s) received
YES	Sufficient sample volume received
YES	Sample containers received undamaged
YES	Zero headspace, <6 mm present in VOA vials
NO	Trip blank(s) received
YES	All non-field analyses received within holding times
NO	Short hold time analysis
YES	Current PDC COC submitted
NO	Case narrative provided



ANALYTICAL RESULTS

Sample: GB00065-01
Name: B-1 ST-12 35ft-36ft
Alias: 60420927001

Sampled: 01/30/23 15:00
Received: 02/01/23 09:20
Matrix: Solid

Parameter	Result	Unit	Qualifier	Prepared	Dilution	MRL	Analyzed	Analyst	Method
-----------	--------	------	-----------	----------	----------	-----	----------	---------	--------

General Chemistry - STL

Sulfide	< 10.0	mg/kg wet		02/03/23 09:42	1	10.0	02/03/23 15:25	SEC	EPA 9034*
---------	--------	-----------	--	----------------	---	------	----------------	-----	-----------

Sample: GB00065-02
Name: B-3 ST-6 15ft-17ft
Alias: 60420927002

Sampled: 01/30/23 15:30
Received: 02/01/23 09:20
Matrix: Solid

Parameter	Result	Unit	Qualifier	Prepared	Dilution	MRL	Analyzed	Analyst	Method
-----------	--------	------	-----------	----------	----------	-----	----------	---------	--------

General Chemistry - STL

Sulfide	< 10.0	mg/kg wet		02/03/23 09:42	1	10.0	02/03/23 15:25	SEC	EPA 9034*
---------	--------	-----------	--	----------------	---	------	----------------	-----	-----------



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>Batch B324746 - 04-No Prep WC Solid - EPA 9034</u>									
Blank (B324746-BLK1)				Prepared & Analyzed: 02/03/23					
Sulfide	< 10.0	mg/kg wet							
LCS (B324746-BS1)				Prepared & Analyzed: 02/03/23					
Sulfide	802	mg/kg wet		921.7		87	60-115		
LCS Dup (B324746-BSD1)				Prepared & Analyzed: 02/03/23					
Sulfide	802	mg/kg wet		921.7		87	60-115	0	20



NOTES

Specifications regarding method revisions, method modifications, and calculations used for analysis are available upon request. Please contact your project manager.

* Not a TNI accredited analyte

Certifications

CHI - McHenry, IL - 4314-A W. Crystal Lake Road, McHenry, IL 60050

TNI Accreditation for Drinking Water and Wastewater Fields of Testing through IL EPA Accreditation No. 100279

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory Registry No. 17556

PIA - Peoria, IL - 2231 W. Altorfer Drive, Peoria, IL 61615

TNI Accreditation for Drinking Water, Wastewater, Solid and Hazardous Material Fields of Testing through IL EPA Accreditation No. 100230

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory Registry No. 17553

Drinking Water Certifications/Accreditations: Iowa (240); Kansas (E-10338); Missouri (870)

Wastewater Certifications/Accreditations: Arkansas (88-0677); Iowa (240); Kansas (E-10338)

Solid and Hazardous Material Certifications/Accreditations: Arkansas (88-0677); Iowa (240); Kansas (E-10338)

SPMO - Springfield, MO - 1805 W Sunset Street, Springfield, MO 65807

USEPA DMR-QA Program

STL - Hazelwood, MO - 944 Anglum Rd, Hazelwood, MO 63042

TNI Accreditation for Wastewater, Solid and Hazardous Material Fields of Testing through KS KDHE Certification No. E-10389

TNI Accreditation for Wastewater, Solid and Hazardous Material Fields of Testing through IL EPA Accreditation No. - 200080

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory, Registry No. 171050

Missouri Department of Natural Resources - Certificate of Approval for Microbiological Laboratory Service - No. 1050

Certified by: Amy Holmes, Project Manager



C800065

Internal Transfer Chain of Custody



☐ Samples Pre-Logged into eCOC.

State Of Origin: KS

Cert. Needed: ☒ Yes ☐ No

Workorder: 60420927 Workorder Name: BONNER LIFT STATION J039905.01 Results Requested By: 2/3/2023

Report To: Subcontract To

Angie Brown
Pace Analytical Kansas
9608 Loiret Blvd.
Lenexa, KS 66219
Phone 1(913)563-1402

Pace Analytical Hazelwood
944 Anglum Rd.
Hazelwood, MO 63042
Phone (800)333-3278

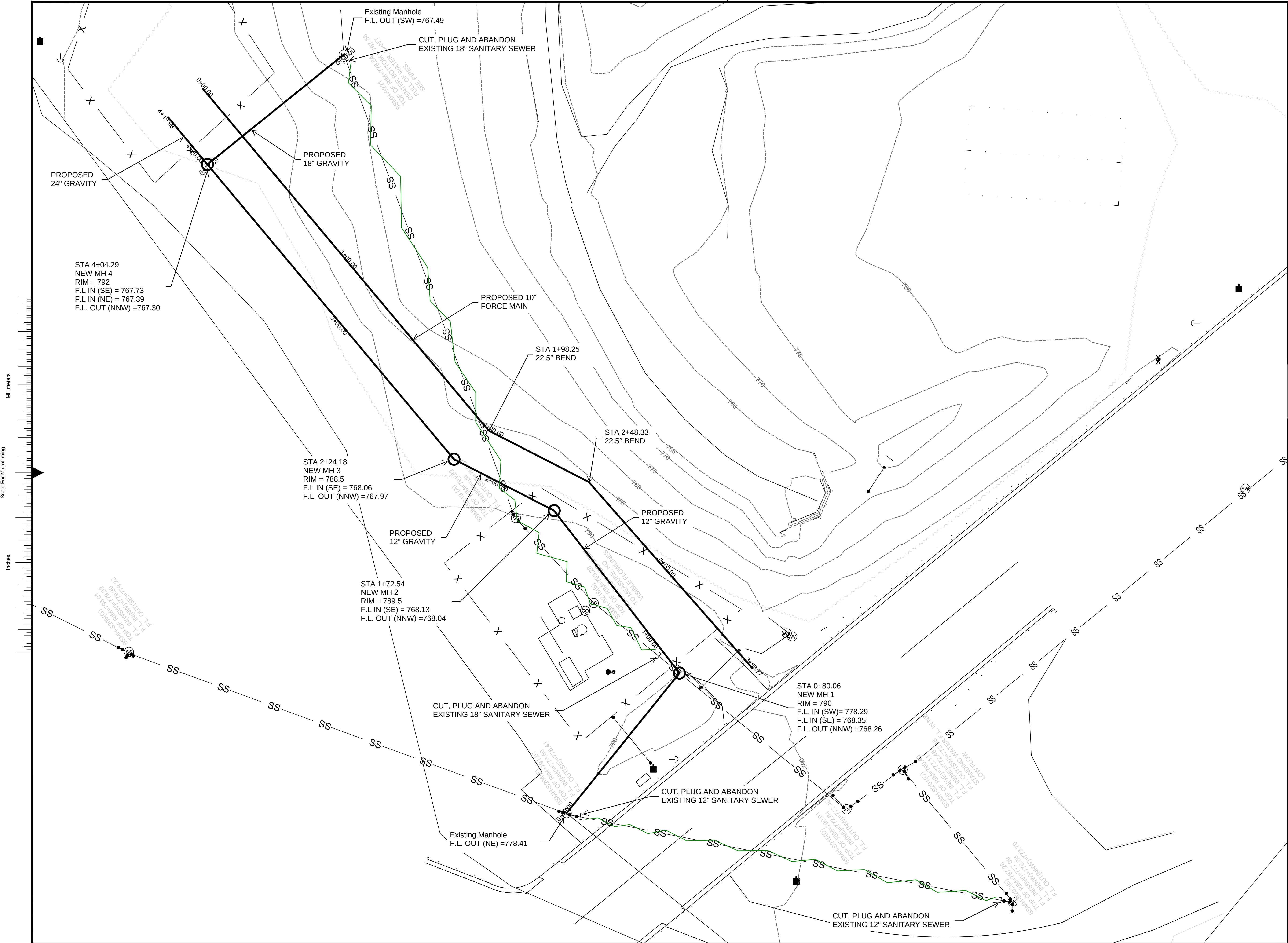
Requested Analysis		Requested Analysis									
Item	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	Preserved Containers					LAB USE ONLY
1	B-1 ST-12 35'-36'	PS	1/30/2023 15:00	60420927001	Solid	1	Unpreserved				
2	B-3 ST-6 15'-17'	PS	1/30/2023 15:30	60420927002	Solid	1					
3											
4											
5											

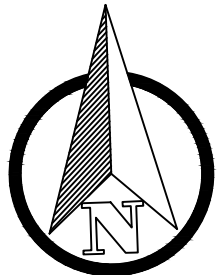
Transfers	Released By	Date/Time	Received By	Date/Time	Comments
1		1/31/2023	Gil Clark	2/1/23 0920	RUSH REQUEST
2					
3					
Cooler Temperature on Receipt 5.1 °C		Custody Seal Y or N	Received on Ice Y or N	Samples Intact Y or N	

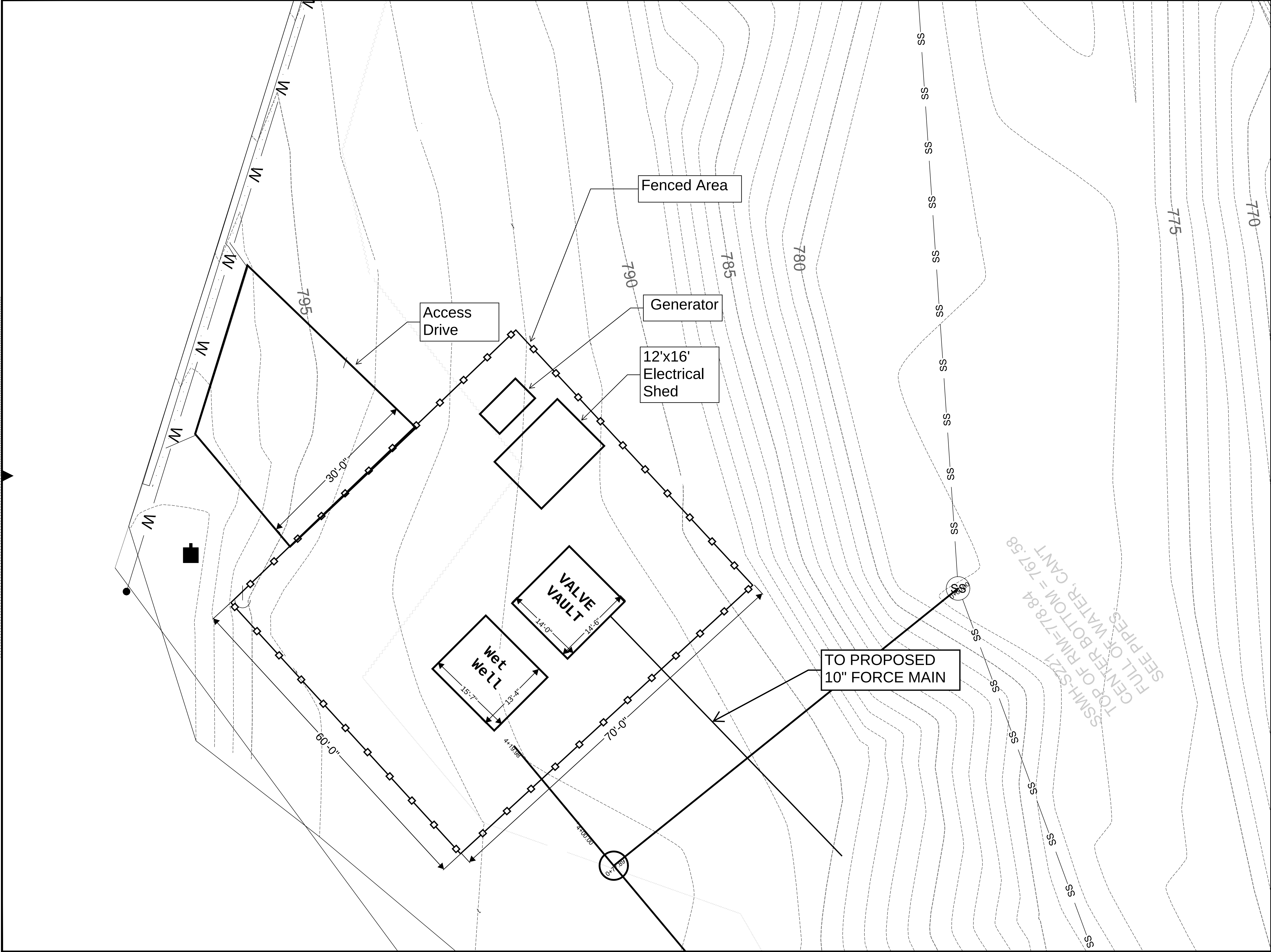
***In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document.

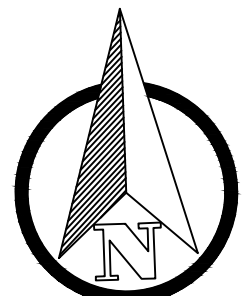
This chain of custody is considered complete as is since this information is available in the owner laboratory.

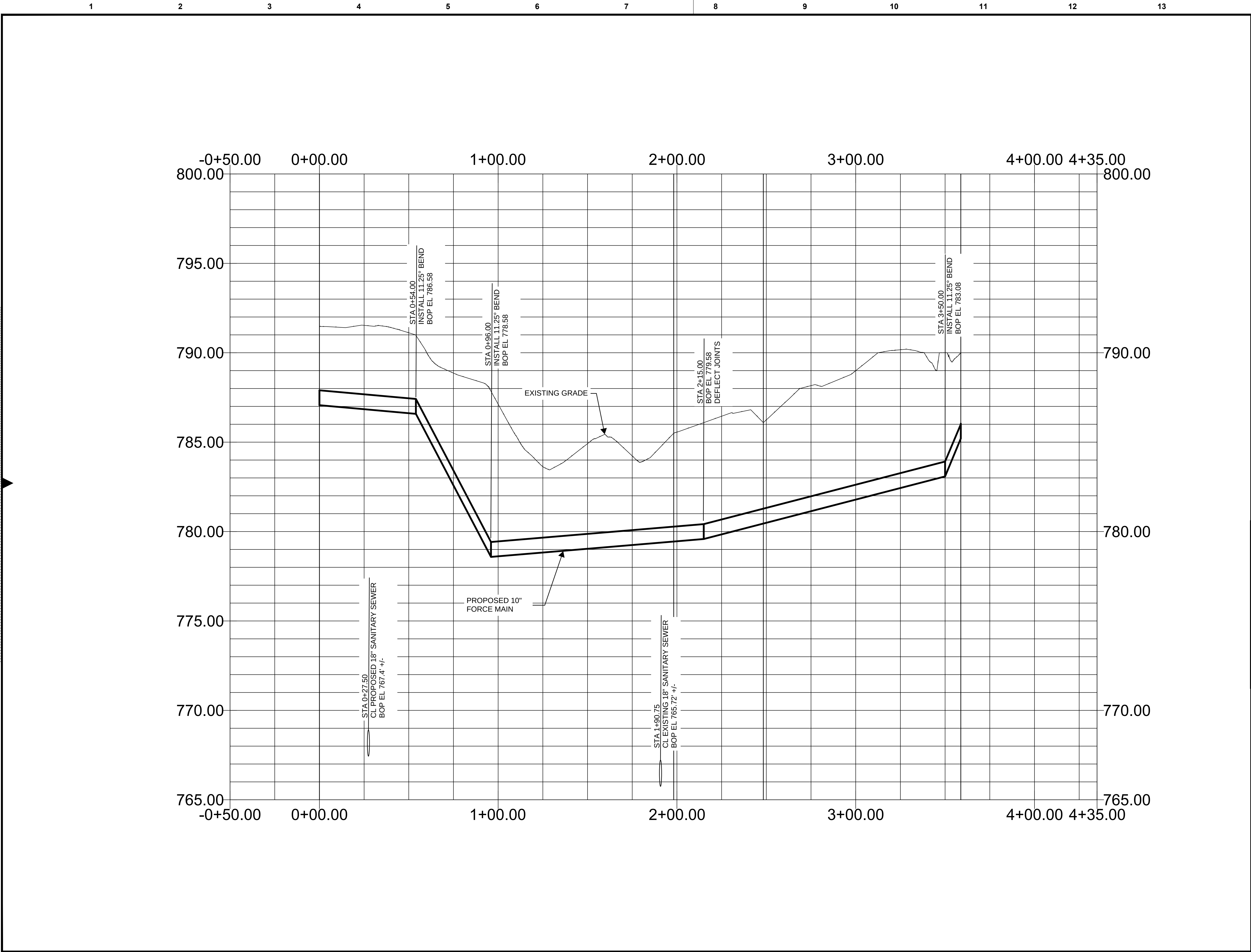
APPENDIX C – PRELIMINARY DRAWINGS



no.	date	by	ckd	description
 HORIZ 0 20 40 Feet				
PRELIMINARY - NOT FOR CONSTRUCTION				
 9400 WARD PARKWAY KANSAS CITY, MO 64114 816-333-9400 Burns & McDonnell Engineering Co, Inc. LICENSEE NO. E-65				
CASCONSTRUCTORSLLC AN ALBERICI ENTERPRISE				
date FEBRUARY 28, 2023		detailed		
designed W. REILLY		checked		
Overall Site Plan				
BONNER SPRINGS LIFT STATION #2				
project 148855		contract		
drawing		rev.		
sheet		of sheets		
file				



no.	date	by	ckd	description
 HORIZ 0 8 16 Feet				
PRELIMINARY - NOT FOR CONSTRUCTION				
 BURNS & McDONNELL 9400 WARD PARKWAY KANSAS CITY, MO 64114 816-333-9400 Burns & McDonnell Engineering Co, Inc. LICENSEE NO. E-65				
 CASCONSTRUCTORSLLC AN ALBERICI ENTERPRISE				
date FEBRUARY 28, 2023		detailed		
designed W. REILLY		checked		
Lift Station No. 2 Enlarged Site Plan				
BONNER SPRINGS LIFT STATION #2				
project 148855		contract		
drawing		rev.		
sheet		of sheets		
file				



no.	date	by	ckd	description
-----	------	----	-----	-------------

HORIZ 0 25 50 Feet

VERT 0 2.5 5 Feet

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS McDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.
LICENSEE NO. E-65

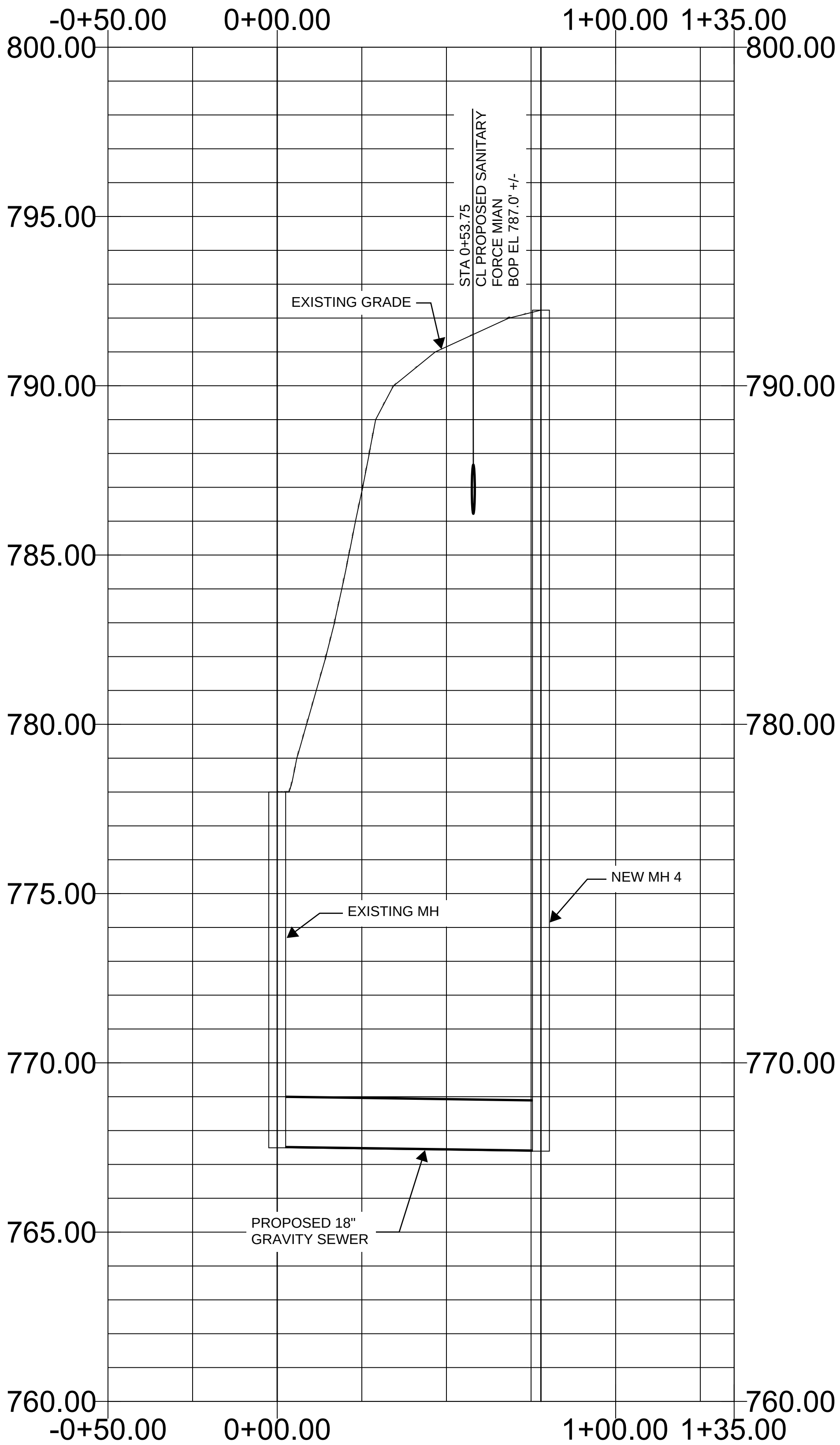
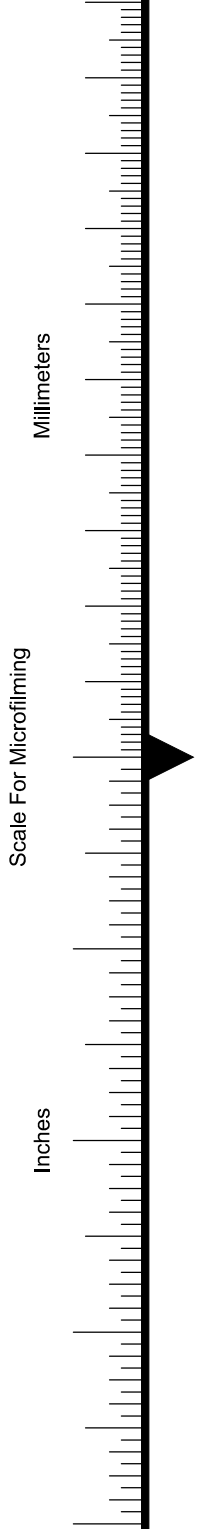
CASCONSTRUCTORSLLC
AN ALBERICI ENTERPRISE

date FEBRUARY 28, 2023		detailed	
designed W. REILLY		checked	

Forcemain Profile

BONNER SPRINGS LIFT STATION #2

project 148855		contract	
drawing		rev.	
sheet		of	
file		sheets	



no.	date	by	ckd	description
-----	------	----	-----	-------------

HORIZ

02550

Feet

VERT

02.55

Feet

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS

MCDONNELL

9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.
LICENSEE NO. E-65

CASCONSTRUCTORSLLC

AN ALBERICI ENTERPRISE

date	FEbruary 28, 2023	detailed	
designed	W. REILLY	checked	

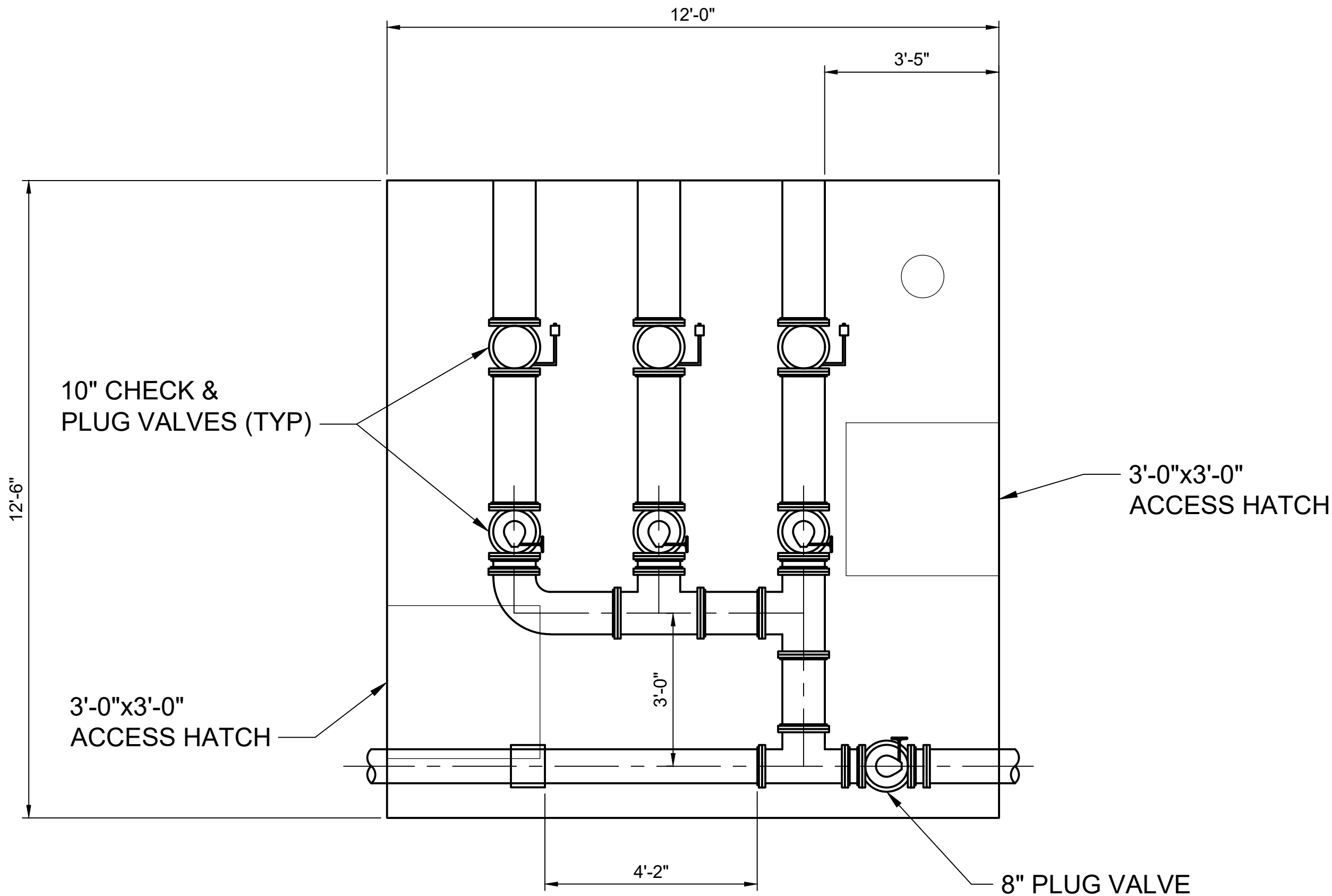
Sanitary Sewer Profile

18-inch

BONNER SPRINGS
LIFT STATION #2

project	148855	contract	
drawing		rev.	
sheet	of	sheets	
file			

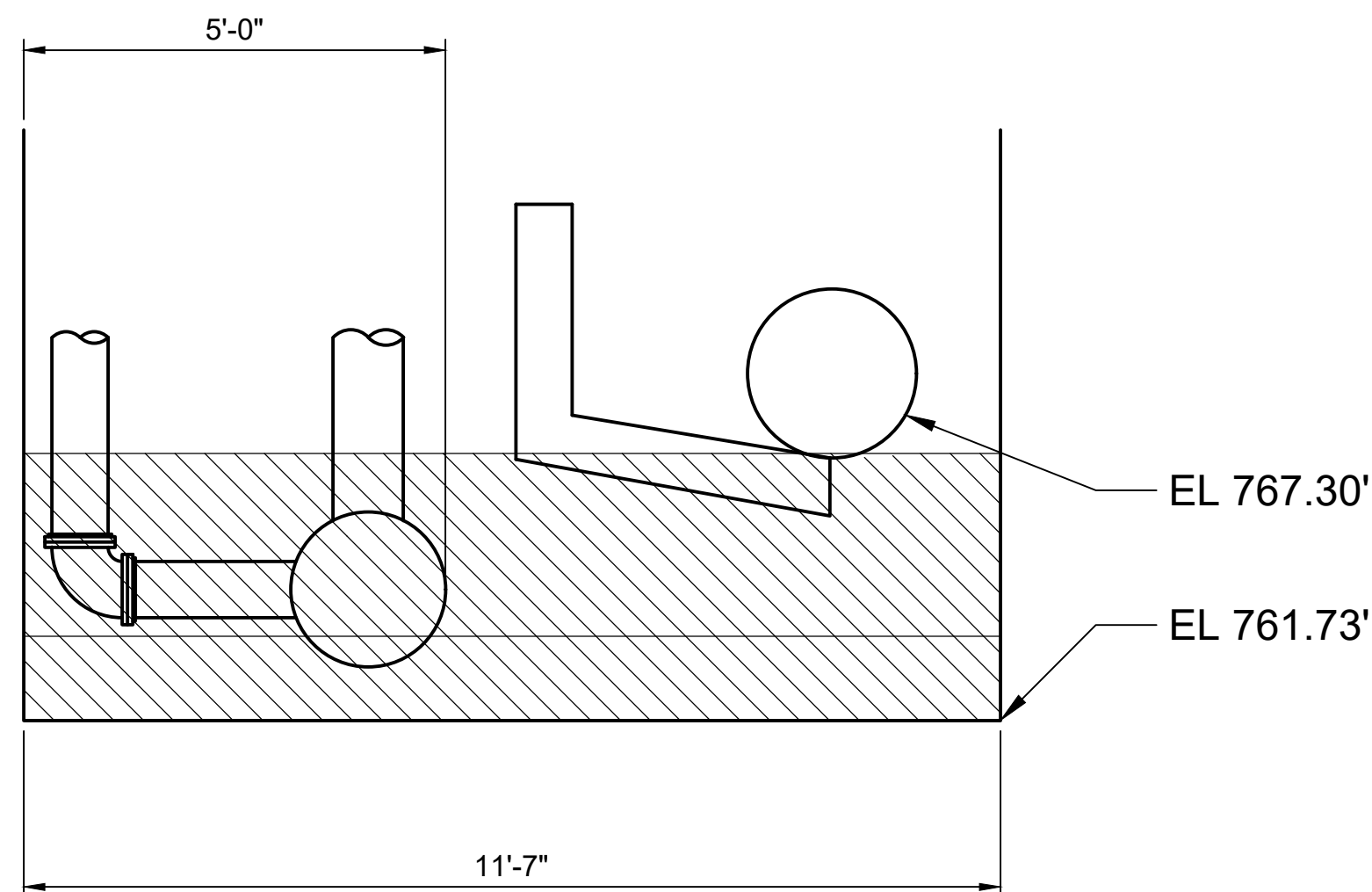
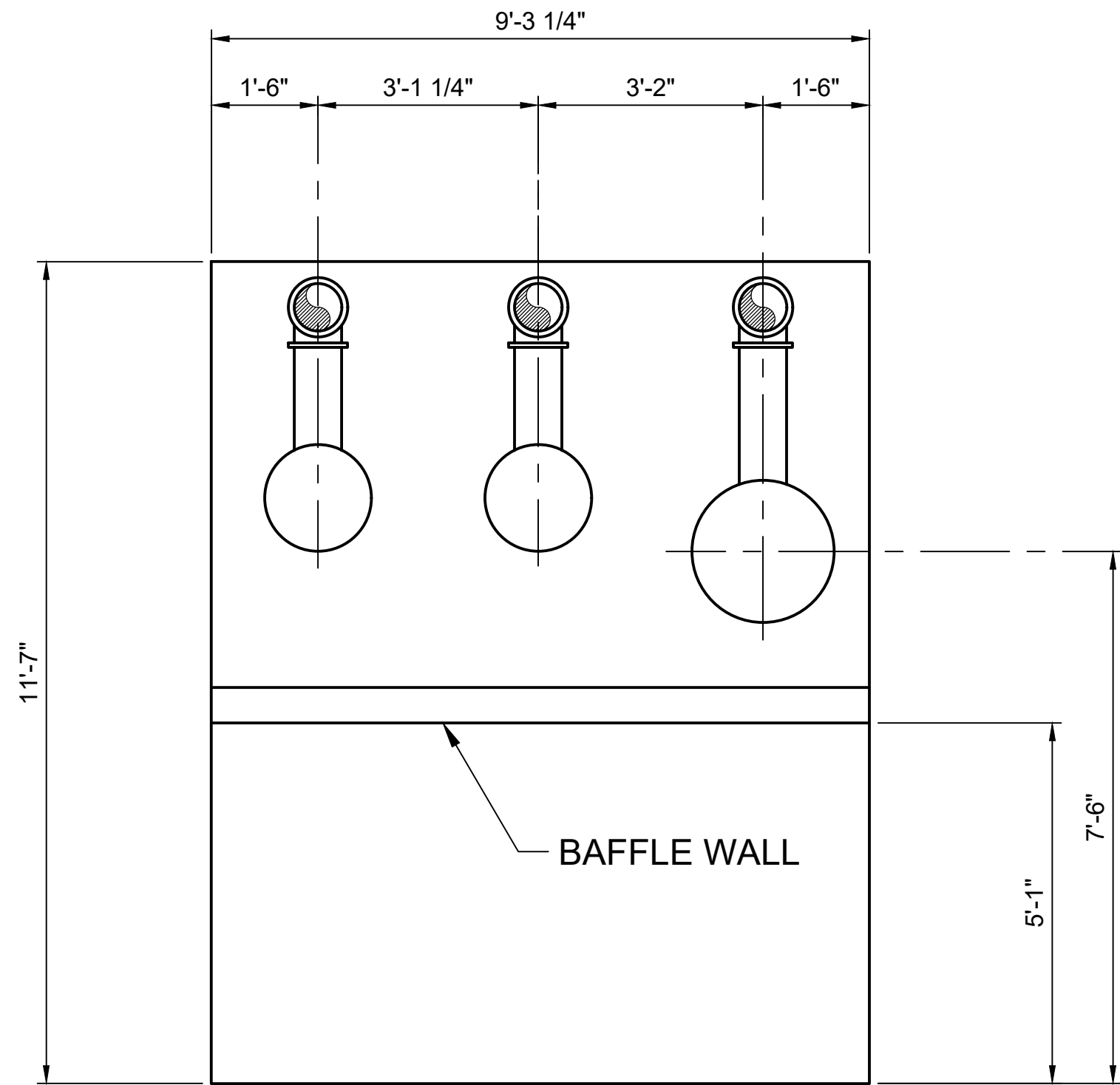
Millimeters
Inches
Scale For Microfilming



VALVE VAULT PLAN

0 1' 2' 4'

SCALE IN FEET



no.	date	by	ckd	description
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PRELIMINARY - NOT
FOR CONSTRUCTION

**BURNS
McDONNELL**
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.
LICENSEE NO. E-65

CASCONSTRUCTORSLLC
AN ALBERICI ENTERPRISE

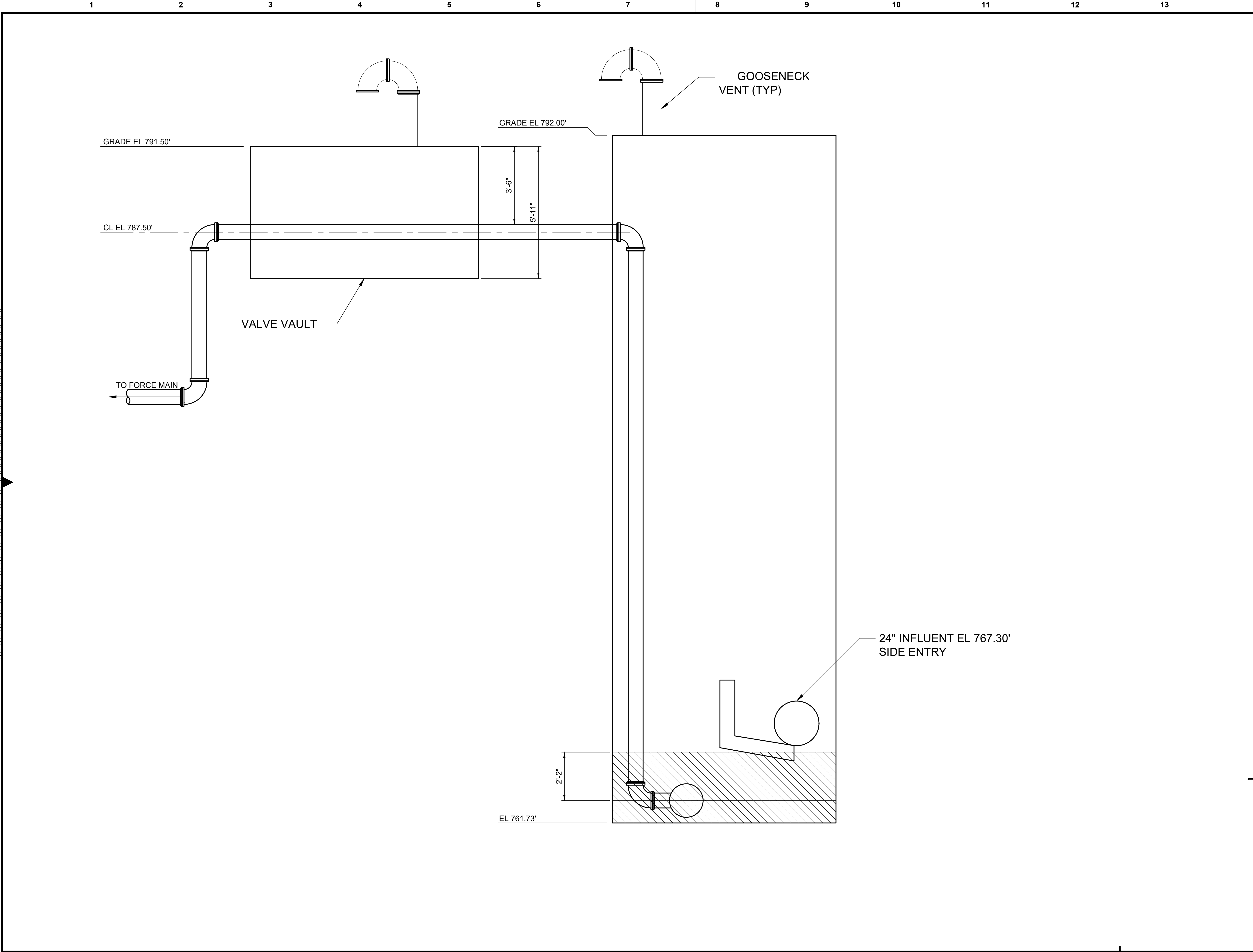
date MARCH 8, 2023	detailed B. BAIR
designed W. WILLIAMS	checked

 **City of Bonner Springs**
KANSAS

WYANDOTTE COUNTY, KANSAS

LIFT STATION NO. 2
VALVE VAULT
PLAN AND ELEVATION

project 138337	contract
drawing D101	rev. —
sheet	of sheets
file	



no.	date	by	ckd	description
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PRELIMINARY - NOT FOR CONSTRUCTION



**BURNS
McDONNELL**
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.
LICENSEE NO. E-65



CASCONSTRUCTORSLLC
AN ALBERICI ENTERPRISE

date	MARCH 8, 2023	detailed	B. BAIR
designed	W. WILLIAMS	checked	

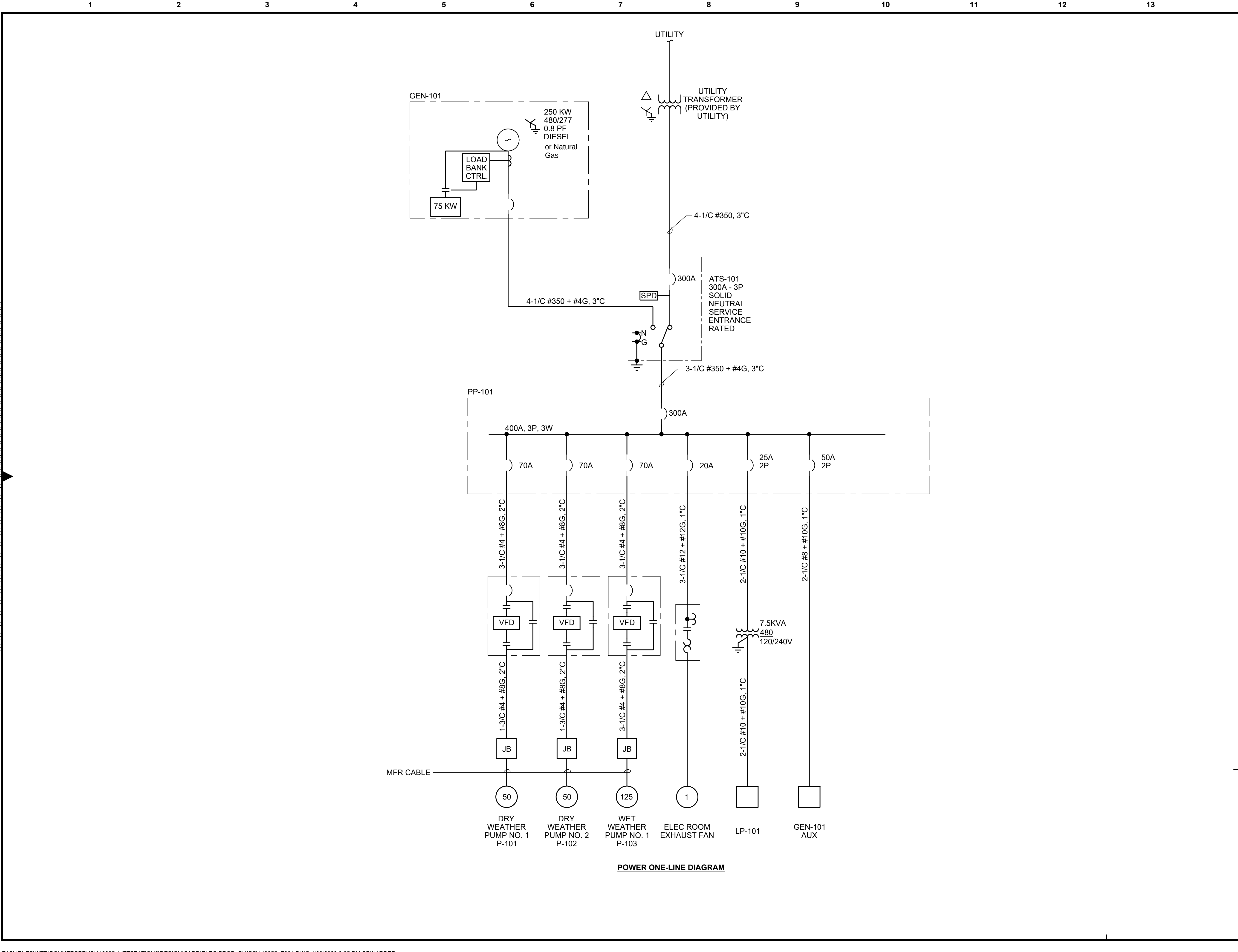


City of Bonner Springs
KANSAS

WYANDOTTE COUNTY, KANSAS

LIFT STATION NO. 2
VALVE VAULT
ELEVATION

project	138337	contract	
drawing	D102	rev.	—
sheet	of	sheets	
file			



no.	date	by	ckd	description
PRELIMINARY - NOT FOR CONSTRUCTION				
BURNS McDONNELL 9400 WARD PARKWAY KANSAS CITY, MO 64114 816-333-9400 Burns & McDonnell Engineering Co, Inc. LICENSEE NO. E-65				
CASCONSTRUCTORS AN ALBERICI ENTERPRISE				
date OCTOBER 28, 2022		detailed C. WARDER		
designed C. WARDER		checked C. WARDER		
City of Bonner Springs KANSAS				
WYANDOTTE COUNTY, KANSAS				
LIFT STATION NO. 2 ELECTRICAL POWER AND CONTROL SINGLE LINE DIAGRAMS				
project 138337		contract		
drawing		rev.		
E004		A		
sheet	of	sheets		
file				



Burns & McDonnell World Headquarters
9400 Ward Parkway
Kansas City, MO 64114
O 816-333-9400
F 816-333-3690
www.burnsmcd.com



Exhibit C

Work Description
which includes Allowances

Design / Build Firm: Burns & McDonnell / CAS Constructors Bonner Springs Lift Station #2 Joint Venture

Project: Bonner Springs Lift Station #2
City of Bonner Springs, KS

WORK DESCRIPTION

This Work Description is not intended to be comprehensive. This Work Description identifies major definable components of the Project as they can be defined at the time that the contract was prepared. The final Project will provide a complete and workable facility that meets the performance requirements identified for the Project. In addition to the major components called out herein, the Project includes all associated, ancillary, and connecting components and features required to achieve the documented performance requirements, whether or not these items are specifically called out in this Work Description.

010000 GENERAL CONDITIONS

All Supervision, Administrative Costs, and Temporary Facilities

No Sales Tax included for items that are exempt, Owner to provide Exemption Certificate for the project

No building permits fees included. Permits will be obtained as required, but no fees will be charged for the plan review or the permits.

No cost for water consumption during construction

Builders risk insurance is included

Design and construction administration fees are included for the duration of the schedule.

Performance & Payment Bonds for the total value of the project

Startup / Testing – Owner to provide any chemicals necessary for startup/testing

O&M's supplied by equipment suppliers shall be turned over to the Owner. All O&M manuals will be provided in paper (2 sets) and electronic PDF form

In the event that there are discrepancies between this and any other contract document, this document shall govern

This agreement excludes any and all time delays and cost increases arising from or related to the COVID-19 virus, future pandemics, or epidemics, and any government or other third party action in response thereto.

010100 SPECIAL SITE CONDITIONS

No hazardous or special waste are known of at this time or anticipated to be encountered in the course of this project. If encountered, Design/Builder to stop work, Owner to provide abatement and disposal of any hazardous or special wastes prior to Design/Builder continuing work.

Design/Builder to assist Owner in the disposal of the ten barrels of hazardous materials produced from the geotechnical investigation. Cost for disposal of the ten barrels of hazardous material is included as part of the allowance and all responsibilities of disposal of materials by City.

No provisions for extensive groundwater should it be encountered. Normal surface water will be handled by small localized pumps.

REV 4

Soil conditions around the existing lift station site shall be suitable for installation of pipelines utilizing trench boxes. Additional trench stabilization, shoring, or trench protection is not included.

010150 OWNER FURNISHED ITEMS

Water at project site at no additional cost to Design/Builder
Operation and maintenance of existing facilities during construction
Access to project sites as needed to perform work.
Land acquisition, easements, or Right-of-Way as required
Upgrades to utility services from provider to their respective meter as required
Chemicals as required for startup and testing
Water Meter to service Lift Station #2

015000 CONSTRUCTION EQUIPMENT

All construction equipment necessary to complete the work is included.

015500 ALLOWANCE ITEMS and ALLOWANCE VALUES – (these are included in the lump sum price)

Allowance items are included in the lump sum price. Decisions will be made by the Owner for their use. In the event that the decisions made are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the decisions made are less than the amounts listed, the Owner shall be entitled to the amounts remaining.

1. \$10,000.00 Hazardous Material Disposal – disposal of ten (10) 55-gallon drums of spoils from geotechnical investigation. Design-Builder to contract and arrange disposal of these drums on behalf of Owner. Owner to retain ownership of materials until final disposal, and Owner to sign all material manifests.
2. \$74,826.00 Market Volatility and Delivery Delays - If, during the performance of this contract, the price of materials and freight costs increases, through no fault of Design-Builder, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase. As used herein, a price increase shall mean any increase in price experienced by Design-Builder or subcontractor from the date of this contract until the time of delivery. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of Design-Builder, as a result of a shortage or unavailability, Design-Builder shall be granted an extension of time, and for any additional costs or damages associated with such delay(s).

020500 DEMOLITION – GENERAL

Existing Lift Station

Remove all concrete slabs at grade

Remove all chainlink fencing/gates around the existing site

Existing lift station to be removed from grade to 3' below grade. Demolished materials to be abandoned into the existing lift station. Remainder of the lift station to be filled with gravel to 3' below grade. Soil backfill to final grades.

Existing culvert/drive to lift station site to remain.

Existing linework

Abandon existing gravity/forcemain as indicated on plans

REV 4

Existing lines to be plugged with concrete, lines to remain in place
Abandoned manholes to be filled with gravel, capped with 2'0" of concrete.
Existing forcemain, manholes, and gravity sewers are in an acceptable condition to tie-in as shown on the plans. Rework of existing systems to accommodate tie-in work is not included.

022000 SITE CLEARING / GRUBBING

Site to be stripped and stockpiled as required; all materials to be utilized or wasted on site
Remove trees & brush as required to install new lift station site and linework

022500 SITE EXCAVATION / BACKFILL

Excavation shall be as necessary to construct structures in accordance with the drawings
Rock excavation as required for installation of new lift station and linework
Earthen spoils will be wasted on site
Rock spoils to be disposed of off-site
Positive Drainage away from structures

022800 STRUCTURAL EXCAVATION/BACKFILL

Site grading to 90%, and backfilling of Structures to 95%
Backfill around wetwell will be completed with sand up to the top of the rock excavation.
Remainder of backfill will be completed with soil spoils
Backfill around all other structures with soil spoils

022900 TRENCH EXCAVATION/BACKFILL

Pipe bedding shall be in accordance with APWA KC Metro Chapter Specification 2100 –
Clearing & Grading Revision May 2019
Backfill around pipe to 95%; Above pipe – 2' to 90%

023000 AGGREGATE

6" clean aggregate base below all basin and building slabs
6" AB-3 aggregate base below all roads

024000 SEEDING

Topsoil will be stockpiled at beginning of project and re-spread at the end
6" of topsoil around the disturbed areas around the lift station other than areas that are to be gravel drives.
Import of topsoil as required.
Seeding of disturbed areas of new lift station site, pipeline alignment, and existing lift station site with K31 seed mix.

025000 FENCING & GATES

6' High chain link fence with limits defined on the drawings
One (1) 20'0" double swing access gate

REV 4

027000 PAVING

Patching asphalt roadway as required for installation of potable water line
Flow Fill backfill of waterline under asphalt paving
8" Reinforced concrete drives within the fence line of the lift station and the access drive from W. 2nd Street

031000 FORMWORK

Exterior Form -
Fill any repairable honeycomb; patch all tie holes
No architectural or rubbed finish; no grout finish
No Paint
Joints to be noticeable, but not protruding
Chamfer tops of all walls

031500 CONCRETE ACCESSORIES

PVC water stop at all wall/floor joints for water bearing structures
Expansion and contraction/control joints as required

032000 REINFORCING

ASTM A615 Grade 60 - No Epoxy

033000 CONCRETE

ASTM C 150 Type I/II or II cement – 1" nominal maximum aggregate
Class A – 2500psi – for fill and encasement
Class B – 4000psi – for site civil and structural in non-water bearing structures
Class D – 4500psi – for structural concrete for water bearing structures
All concrete supplied for the project will meet the latest applicable code
Concrete in Wetwell to receive H2S Add-Mixture, BioMic
All ready mix is KCM MB mix

033500 CONCRETE FINISH

Steel trowel all floor finish in buildings
Float finish for all water structures
Light broom finish on all exterior concrete slabs

034000 PRECAST CONCRETE MANHOLES / STRUCTURES

Manholes will be standard precast structures with cast bottom and lid with integral cast iron manhole frame/cover
Manholes will include ConShield additive

055000 MISCELLANEOUS METALS

Pipe Bollards at generator and entrance to tuff shed
Pipe Supports as required to adequately support piping
304 Stainless steel gooseneck vents on valve vault
Aluminum access ladder in valve vault
Aluminum access hatches on valve vault and wetwell with integrated fall protection grating

REV 4

061000 TUFF-SHED

12' x 16' Tuff Shed
Model: Premier Tall Ranch
Door: One (1) 4'0 x 6'7
Roofing: Asphalt Shingles, 3 Tab
No Windows

079000 JOINT SEALANTS

Doors/Windows/Louvers/Construction Joints in concrete

099000 PAINTING

Color coded painting of exposed-to-view piping except the following items:
PVC Piping
Stainless Steel Piping
All exposed process piping to have color coded labels and directional arrows

105000 SPECIALTIES

Approved fire extinguishers with wall brackets - 10 lb. Clean Agent Units for Electrical Building

110000 SUBMERSIBLE PUMPS

EQUIPMENT MANUFACTURER: Homa

Average Daily Flow Pumps:

Two (2) Submersible Pumps

Capacity: 695 GPM

Design Head: 110 ft

Max Horsepower: 50 HP

Wet Weather Pump:

One (1) Submersible Pump

Capacity: 1,729 GPM

Design Head: 140 ft

Max Horsepower: 125 HP

Accessories:

Pump Discharge base elbow

Guide Rails, 316SS

Lifting chain

Cable Holder

Startup: One (1) trip for startup and instruction services totaling two (2) days onsite

130000 INSTRUMENTATION AND CONTROLS

Field equipment not included as part of process equipment packages:

One (1) 8" Magmeters

One (1) Pressure Transmitters

One (1) Radar Level Sensor

Five (5) Float Switches

REV 4

PLC Control Panel

NEMA 12

Allen Bradley Compact Logix PLC

One (1) Power Supply

One (1) UPS

One (1) Ethernet Switch

7" Allen Bradley Panel View HMI

Mission Cellular Dialer with hardware connection for fiber. Software for fiber connectivity will not be available at the time of installation.

PLC / HMI / Reports Programming Development, Testing, Startup, Training

Controls Startup, Configuration, Testing, Training, O&M Manuals

150000 PIPING

Above grade process piping

Pipe: Ductile Iron Class 53 AWWA 151, C110/C115 Flanges, Cement Lined

Fittings: Ductile Iron Class 53 AWWA 151, C110/C115 Flanges, Cement Lined

Forcemain piping:

Pipe: PVC SDR 32.5 per ASTM D 2241

Fittings: Ductile Iron, Class 150, Mechanical Joint, Cement Lined

Gravity Sewer piping:

Pipe: PVC SDR 26 per ASTM D 3034 and ASTM F679

150100 PIPE SUPPORTS

Hangers and pedestals as required for adequate support

150300 VALVES

Valves shall be as detailed on the valve schedule for type and duty service and shall have handwheel operators unless noted differently.

150400 PLUMBING

Materials:

Natural Gas Piping: HDPE

Drainage piping (under slab): Sch 40 PVC

Potable Water: HDPE

Fixtures:

One (1) Frost Proof, lockable, Yard Hydrant

150600 HVAC

No Heating or cooling systems in any buildings or structures

One (1) Exhaust fan in the electrical building for ventilation

160000 ELECTRICAL

All work to be completed per National Electric Code

New utility service including transformer by others

Trench, excavation, unreinforced duct bank, ductbank will be reinforced within 10' of structures and under roadways, marker tape, and backfill for electrical conduits

REV 4

Handholes located at major underground conduit direction changes
Includes install of instruments
Includes electrical gear as shown on one-line
Includes LED lighting for building interior and exterior mounted wall packs
Includes one (1) ea. Site light pole within 20 ft of the building
Includes one (1) 250 KW Natural Gas Standby Generator with Automatic Transfer switch
Includes grounding systems
General Material Uses and Types:
All copper wiring shall be XHHW or THHN
Conduit in non-corrosive indoor environments shall be aluminum
Conduit in exterior exposed locations shall be aluminum
Conduit in corrosive locations shall be PVC coated rigid steel
Underground conduit shall be PVC Sch 40 w/ PVC coated steel risers

Exhibit D

Performance and Payment Bonds
(signed version to be included after execution
of Agreement)

Bond No.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

Mailing Address for Notices

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

Signature: _____

Name
and Title: Attorney-in-Fact

Surety Phone No.

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

Mailing Address for Notices

OWNER:
(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____ Signature: _____

Name
and Title:

Name
and Title: Attorney-in-Fact

Surety Phone No.

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Amber Vogan

Subject: Memorandum of Understanding and Resolution for Moderate Income Housing Program Application

Recommendation: The Assistant City Manager recommends approval.

Action: Make a motion to authorize the City to enter into a memorandum of understanding with Katfish Inc. and approve a resolution to submit an application for the Kansas Housing Resources Corporation Moderate Income Housing Program

Background: The property at 112 and 120 Oak Street (former Thriftway and Dollar General) is currently under demolition. In the past, the City has partnered with several owners of this property to apply for various Commercial Development Block Grant (CDBG) programs for renovations, and a previous Moderate Income Housing Grant application.

The previous Moderate-Income Housing (MIH) Program Grant application was not approved by the Kansas Housing Resources Corporation due to lack of funding. The current application round has much more funding available and only 4 of the 76 units being designated for the program. This application will have at least half of the 90-100 units designated for the program, and this round has much more funding available.

Discussion: The City was recently approached by the current owners with a development proposal for a project following the demolition of the building. The project proposal includes 90-100 apartments with co-working space, leasing offices, and similar uses on the street-level along with some of the apartments.

The MIH program serves the needs of moderate-income households that don't qualify for federal housing assistance. The MIH program grants and/or loans are awarded to cities and counties to develop multi-family rental units in communities with populations fewer than 60,000 people. At this time, the developer would like to apply for the MIH program to request funding of \$1-2 million.

The income ranges for the MIH program are included in the agenda packet. According to the 2020 Census and the City's 2022 Housing Needs Analysis, factoring a household size of one to three, over 50 percent of households in the City of Bonner Springs would qualify under this program. By 2030, we can expect this number to grow closer to 60 percent. Common careers with salaries in ranges qualifying for the MIH program can include teachers, police officers, firefighters, nurses and other healthcare workers, trades, manufacturing, and many, many more.

An approved resolution is required from the governing body approving participation in and application for the program. Staff also recommends approval of a memorandum of understanding (MOU) between the City and the developer. This MOU outlines the responsibilities of the developer should the City apply for MIH funding on their behalf.

Financial Impact: The anticipated investment in the development totals \$17,000,000, and will be funded through the MIH program, developer equity, and private lender financing to the developer. The developer also hopes to be granted a Reinvestment Housing Incentive District (RHID, formerly Rural Housing Incentive District). The MIH application lists the RHID as another funding source. However, any RHID would need to be applied for separately from this program and would be required to follow the RHID process of approval. The City would be the project applicant for the MIH program, but no monetary match is required for the City beyond staff time.

RESOLUTION NO. _____

WHEREAS, the Kansas Moderate Income Housing (MIH) Request for Proposal (RFP) authorizes any city incorporated in accordance with the laws of the State of Kansas (the “State”) with a population of less than 60,000 to apply for loans or grants to cities for infrastructure or housing development in areas that do not qualify for federal housing assistance;

WHEREAS, the governing body of the City of Bonner Springs, Kansas (the “City”) may adopt a resolution making certain findings giving the city authority to apply for and participate in said RFP;

WHEREAS, the City has an estimated population of less than 60,000 and, therefore, constitutes an eligible city as said term is defined in this RFP;

WHEREAS, the City of Bonner Springs, Kansas, has been informed by Katfish, Inc., that they intend to request funding from the Kansas Housing Resources Corporation Moderate Income Housing program for the development of affordable rental housing generally located at 112 and 120 Oak Street, Bonner Springs, Kansas, with a legal description as follows:

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

WHEREAS, this development will contain a four-story building consisting of 100, studio, one-, and two-bedroom living units;

WHEREAS, the units will target moderate income families;

WHEREAS, the development will be new construction;

WHEREAS, Katfish, Inc. have requested local assistance from the City of Bonner Springs,

Kansas in the form of application to the Kansas Housing Resources Corporation Moderate Income Housing program;

WHEREAS, the governing body of the City proposes to partner with Katfish, Inc. to develop moderate income housing in accordance with the MIH RFP.

NOW, THEREFORE, BE IT RESOLVED by the City of Bonner Springs, Kansas, Governing Body as follows:

SECTION 1. The City of Bonner Springs 2016 Strategic Plan identified an objective to preserve and increase the supply of housing for all income groups with action items to construct income-based housing and to promote strategies to support and encourage mixed-use development in the Downtown.

SECTION 2. The City of Bonner Springs 2022 Housing Needs Analysis adopted by the Governing Body in June 2022 determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

SECTION 3. The governing body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct and/or renovate housing in the City.

SECTION 4. The governing body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.

SECTION 5. The governing body hereby finds and determines that the future economic well-being of the City depends on the governing body providing additional incentives for the construction and/or renovation of quality housing in the City.

SECTION 6. The governing body supports and approves the development of the aforesaid housing in our community, subject to city ordinances, the planning process and the building permit process. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void

SECTION 7. Based on the determinations contained in Sections 1 through 6 of this Resolution, the governing body authorizes the City to partner with Katfish, Inc. to apply for and participate in the RFP, and authorizes the City Manager to sign all documents pertaining to the application on behalf of the City.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 22nd day of May 2023.

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk

[SEAL]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**Memorandum**") made and entered into this 22nd day of May, 2023, by and between the City of Bonner Springs, Kansas, a Kansas municipal corporation (the "**City**") and Katfish, Inc, a Kansas company (the "**Developer**"). City and Developer shall be collectively referred to as the "**Parties**" and each a "**Party**".

RECITALS

A. Developer, or its affiliate, is the owner or proposed purchaser of certain real property generally located at or in the vicinity of the southwest corner of Front Street and Oak Street in the City of Bonner Springs, Wyandotte County, Kansas, a depiction of which is attached hereto as **Exhibit A** (the "**Property**").

B. Developer seeks to acquire, develop and improve the Property into a mixed-use development, to include a four-story building with approximately 100 studio, 1- and 2- bedroom market rate and moderate-income apartments referred to as the "**Project**".

C. The Developer has represented that certain discounts, waivers and public participation are necessary to make the Project financially feasible for Developer to undertake development of the Project.

D. The City has a public interest in encouraging development and redevelopment of the Property and desires Developer to build the Project thereby stimulating, promoting and furthering the general and economic welfare of the City.

E. City and Developer have entered into this Memorandum to state their current mutual understanding with respect to facilitating the Project and the approval of certain rebates, reductions, and incentives to enable the Project, among other mutual understandings.

F. Nothing in this Memorandum of Understanding indicates any pre-approval of Developer's planning/zoning applications, applications for tax incentives or public financing, or any other required permit or application required for development of the project.

NOW, THEREFORE, City and Developer understand as follows:

1. **Project Entitlements**, Developer shall submit all necessary applications for appropriate Property zoning designations in order to accommodate the uses proposed by the Project. City shall consider and review all such applications in a prompt, timely manner. The Parties hereto agree and understand that the plans and specifications for the Project, including the number of units and commercial square footage, may be modified, amended or changed, at the Developer's discretion, as development of the Project or any component of the Project occurs, but any such change or modification will be subject to the approval of the City pursuant to the City's planning and permitting process.

2. **Development Incentives**. The Parties acknowledge and agree that the Project will be funded, in part, from the sources of funds described below (the "**Development Incentives**"). The Parties acknowledge that these Incentives are subject to statutory procedures and approvals, as applicable; however, subject to such statutory procedures and consideration and the further provisions of this Memorandum, the City will reasonably consider approval of the Incentives.

- a) Kansas Housing Resources Corporation Moderate Income Housing Program (KHRC MIH). The Parties acknowledge and agree that to the extent the Residential Component of the Project is rental property for moderate-income households, the Developer intends to request funding through the KHRC MIH. Funding may be used for housing development, acquisition of real property, new construction, and infrastructure in combination with housing development. The program requires the City as the program applicant. The Developer agrees to complete the initial application for the program, and deliver it to the City for City Council consideration before the application deadline. The City agrees to then include the application on the next available Council Meeting agenda for City Council consideration. Should the Council approve the application, the City agrees to submit it to KHRC by the application deadline.
- b) Should the Project receive KHRC MIH funding, the Developer agrees to the following:
 - i) The Developer agrees to abide by all KHRC MIH policy rules and certifications.
 - ii) The Developer will complete all required reports and evaluations, and submit them to the City a minimum of seven (7) business days before the report deadline. The City then agrees to submit the reports to KHRC by the report deadlines.
 - iii) The Developer will contribute all required contribution of funds, leveraged funds, and/or in-kind labor and services not to include City staff time.
 - iv) The Developer agrees to Compliance Monitoring requirements of the KHRC MIH funding, and will order and submit any and all audits, transaction records, tenant information, and reports over the five-year (5) compliance period. In addition, the Developer agrees to pay any fees and expenses (including the fees of any attorneys, accountants, or others engaged by the Developer) in connection with the Compliance Monitoring requirements. All such reports and audits will be submitted to the City a minimum of seven (7) business days before the report deadline. The City then agrees to submit any such reports and audits to KHRC by the mandatory deadlines.
- c) Should the KCRH revoke funding or require reimbursement of previous funding due to Developer non-compliance, the City shall not be responsible for repayment of any funding or fees to the Developer or to KHRC. The Developer agrees to pay any fees or reimbursement of funding required or requested by KHRC.
 - i) In addition, the City shall not be responsible for any fees or expenses (including the fees of any attorneys, auditors, or accountants) resulting from any claim, action or proceeding arising out of or resulting from the Developer's non-compliance with the program.

6. No Obligation to Develop. Nothing herein shall be construed as creating an obligation in Developer to purchase any property to develop the Project.

7. Termination. Unless otherwise amended in writing, this Memorandum shall automatically terminate and be of no further force and effect upon the earlier of:

- a. Execution of a development agreement or similar instruments that expressly terminates this Memorandum;
- b. Failure of the Developer to commence construction of the Project by September 30, 2023;
- c. Failure of the Developer to comply with the Development Incentive terms and/or non-compliance with the KHRC MIH program terms; or
- d. Mutual agreement of the Parties to terminate the Memorandum as evidenced in writing signed by both Parties.

[Remainder of Page Intentionally Blank; Separate Signature Page Follows]

IN WITNESS WHEREOF, this Memorandum is executed by City and Developer effective as to the day and year first above written.

CITY:

CITY OF BONNER SPRINGS, KANSAS,

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk

DEVELOPER:

Click or tap here to enter text.

By:_____

Name: Click or tap here to enter text._____

Title: Click or tap here to enter text.

EXHIBIT A

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract:
Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

KANSAS HOUSING

Moderate Income Housing Income Range

HUD's FY 2022 Income Limits

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
150%	\$ 90,900	\$ 103,950	\$ 116,850	\$ 129,900	\$ 140,250	\$ 150,750	\$ 161,100	\$ 171,450
100%	\$ 60,600	\$ 69,300	\$ 77,900	\$ 86,600	\$ 93,500	\$ 100,500	\$ 107,400	\$ 114,300
60%	\$ 36,360	\$ 41,580	\$ 46,740	\$ 51,960	\$ 56,100	\$ 60,300	\$ 64,440	\$ 68,580

Based upon HUD's FY 2022 State Income Limits
Effective as of August 3, 2022
Effective Through: TBD

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Amber Vogan

Subject: Resolution Determining a Need for Housing and Proposed Rural Housing Incentive District

Recommendation: The Assistant City Manager and Bond Counsel recommend approval.

Action: Make a motion to approve a resolution determining a need for housing within the City of Bonner Springs and proposing a Reinvestment Housing Incentive District.

Background: The property at 112 and 120 Oak Street (former Thriftway and Dollar General) is currently under demolition. In the past, the City has partnered with several owners of this property to apply for various Commercial Development Block Grant (CDBG) programs for renovations, and a previous Moderate Income Housing Grant application.

Discussion: The City was recently approached by the current owners with a development proposal for a project following the demolition of the building. The proposed development will include 100 studio, 1, and 2- bedroom apartments, with approximately half at market rate and half eligible for the Moderate Income Housing program should that grant be awarded. To assist with financing, the developers have requested the City participate in a Moderate Income Housing Grant Program application through the Kansas Housing Resources Corporation, and to approve a Reinvestment Housing Incentive District (RHID, formerly Rural Housing Incentive District).

To complete the project, the developer has requested the City consider an RHID to reimburse the costs of financing public improvements such as certain land acquisition costs; site preparation; sanitary and storm sewers and lift stations; drainage conduits, channels, and levees; street grading, paving, curbs, and gutters; street lighting; underground public and limited private utilities; sidewalks; and water mains and extensions. New 2023 legislation now allows for reimbursement of vertical construction as well. The estimated cost of the improvement project is \$17 million. The developer does not anticipate issuing bonds for these costs.

Following the approval of this resolution proposed by the District, the resolution will be published in the Wyandotte Echo and all materials will be sent to the Secretary of Commerce for review. If the Secretary agrees with the analysis and findings, the City Council will adopt a resolution setting a public hearing date to consider adoption of a redevelopment plan and final designation of the District. All taxing jurisdictions are notified through certified mail. After the public hearing, the City Council may adopt an ordinance or resolution setting up the District.

Financial Impact: The RHID works by allowing the City to capture the incremental gain in property tax of all taxing jurisdictions created by the particular housing project for a maximum timeframe of 25 years. This incremental increase can be used to pay debt service on bonds issued to fund the project or transferred to the developer as “Pay-As-You-Go” reimbursement for costs incurred. The property tax “baseline” is determined at the time the District is created and all taxing jurisdictions continue to receive this baseline property tax rate, as well as any

percentage of the increment not abated, for the life of the RHID. As the developer adds infrastructure and the housing itself, the incremental gain in property tax over the baseline may be returned to the developer as reimbursement for the development costs. If the City issued bonds to pay for the infrastructure and/or vertical construction, then the increment may be used for debt service. The term of such reimbursement can be up to 25 years. The City has discretion over what percentage of the increment is paid to the developer through the development agreement. Once the total agreed upon reimbursement cost is reached, the abatement is discontinued and property taxes are collected at the full rate.

RESOLUTION NO. 2023-

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF BONNER SPRINGS, KANSAS, AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY

WHEREAS, pursuant to K.S.A. 12-5241 *et seq.* as amended (the "Act"), authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") to designate reinvestment housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Bonner Springs, Kansas (the "City") constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated June 2022 (the "Needs Analysis"), a copy of which is on file in the office of the City Clerk; and

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, AS FOLLOWS:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations contained in Sections 2 through 5 of this Resolution, the Governing Body proposes to establish a Reinvestment Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in Exhibit A attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as Exhibit B (the “District”).

Section 7. The Governing Body hereby finds that the general nature of the project will include the construction of approximately 100 moderate-income and market-rate apartment units.

Section 8. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary for the Secretary's review and approval.

Section 9. The Mayor, City Manager, City Clerk, and other City officials are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 10. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved by the City Council and signed by the Mayor on May 22, 2023.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED REINVESTMENT HOUSING INCENTIVE DISTRICT

Tract I:

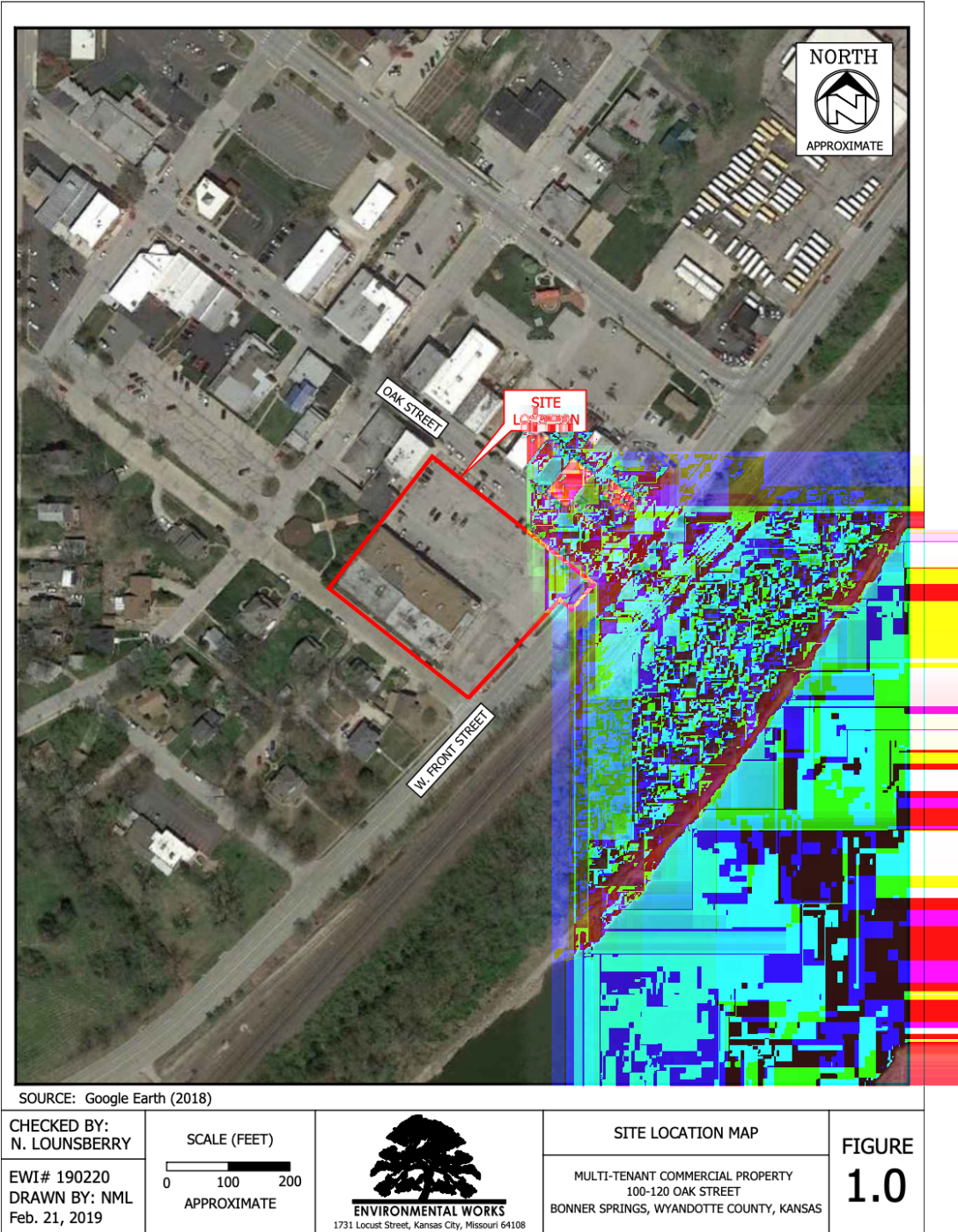
The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

EXHIBIT B

MAP OF THE PROPOSED
REINVESTMENT HOUSING INCENTIVE DISTRICT



Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Justine Spease

Subject: Farmers Market Pavilion Project

Recommendation: The Recreation Manager recommends approval.

Action: Make a motion to approve the purchase of the pavilion through Icon Shelter Systems, for the amount of \$197,857.00.

Background: The Parks and Recreation Master Plan was adopted in 2019 and set out recommended projects to enhance the City's recreational amenities. One of the recommended improvement projects was the installation of a permanent Farmers Market pavilion.

Discussion: Beginning in 2022, the City has sought public engagement and input on where the new pavilion should be placed. A survey was offered digitally on social media and the City's website, as well as a voting opportunity during the market. The survey closed in October with a total of 160 responses between the online and in-person surveys. Additionally, a vendor survey was sent out in the fall of 2022 to gain insight and feedback on what vendor needs and preferences. The feedback received led to the selection of Centennial Park as the area to install the pavilion.

Pending approval, the estimated delivery time is 16 weeks.

Financial Impact: \$500,000 was approved in the Capital Improvement Plan for 2023. The pavilion will total \$197,857, including shipping. \$302,143 remains for engineering services, electrical improvements, and the installation of the structure.



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

PR11-20

Date Prepared:

5/8/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Bonner Springs	Contractor:	Icon Shelter Systems
Contact Person:	Justine Spease	Prepared By:	Sean Schmeiser
Phone:	913-422-5321	Phone:	1-800-748-0985
Fax:	913-273-9557	Fax:	616-396-0944
Email:	jspease@bonnersprings.org	Email:	sean@iconshelters.com

Catalog / Price Sheet Name:	Parks & Recreation Equipment
General Description of Product:	Pre-Engineered / Pre-manufactured Shelters, gazebos, pavilions

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Build ID: 38739 - IN40x84-9M-P10	\$300,144	\$ 300,144.00
1	Build ID: 38739 - Add Powdercoat - E-coat/ Powdercoat Process	\$80,084	\$ 80,084.00
1	StandardEngineeringSet - IN40x80-10M-P4	\$417	\$ 417.00
12	Base Cover (12 Column Design)	\$50	\$ 600.00
-160	Shelter Upgrades - Increase Square Footage of Cover	\$72.80	\$ (11,648.00)
1	Freight Unit 3	\$3,000	\$ 3,000.00
1	HGAC Discount	(\$174,740)	\$ (174,740.00)
Total From Other Sheets, If Any:			
Subtotal A:			\$ 197,857.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Decrease Roof Slope to 4:12; Increase Eave Height to 10'		\$ -
			\$ -
	Final Shelter Product Code: IN40x80-10M-P4; Drawing #: 79088		0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Expiration Date:	6/7/2023	Deliver By:	12/31/2023	D. Total Purchase Price (A+B+C):	\$ 197,857.00
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REV B



AGENDA
HOUSTON-GALVESTON AREA
COUNCIL
BOARD OF DIRECTORS MEETING
September 15, 2020 10:00 AM
3555 Timmons Lane, 2nd Floor
Conference Room B
Houston, TX 77027

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT - Members of the public may participate by sending comments to BoardPublicComments@h-gac.com; by joining online via our website; or by dialing 1-877-853-5247 or 1-888-788-0099 (Meeting ID 938 1003 8628; Passcode 938737).
4. DECLARE CONFLICTS OF INTEREST

ACTION

5. CONSENT AGENDA

Items listed are of a routine nature and may be acted on in a single motion unless requested otherwise by a member of the Board.

- a. H-GAC BOARD MEETING MINUTES - AUGUST 18, 2020
Request approval of the minutes of the August 18, 2020 H-GAC Board Meeting. (Staff Contact: Rick Guerrero)
- b. HGACBUY - EMERGENCY PREPAREDNESS AND SAFETY EQUIPMENT
Request authorization of contracts with respondents for EP11-20 Emergency Preparedness and Safety Equipment. (Staff Contact: Ronnie Barnes)
- c. HGACBUY - AUTOMATED VEHICLE PROCUREMENT
Request authorization to negotiate a contract with the respondents listed in the Award Recommendations Table for Automated Vehicle Procurement. (Staff Contact: Ronnie Barnes)
- d. HGACBUY – CURRENT MODEL CARS AND LIGHT TRUCKS
Request authorization of contracts with respondents for Current Model Cars and Light Trucks. (Staff Contact: Ronnie Barnes)
- e. HGACBUY – NEW/LEASED MODULAR BUILDINGS AND SHELTERS
Request authorization of contracts with respondents for New/Leased Modular Buildings and Shelters. (Staff Contact: Ronnie Barnes)
- f. HGACBUY – VIDEO SURVEILLANCE ACCESS CONTROL AND SECURITY FENCING SYSTEMS
Request authorization of contracts with respondents for Video Surveillance Access Control and Security Fencing Systems. (Staff Contact: Ronnie Barnes)
- g. PUBLIC SAFETY ELDER JUSTICE PROGRAM FY2021 GRANT APPLICATION
Request authorization to apply for a FY 2021 Violence Against Women Act grant

for the Center on Abuse in Later Life and for the Executive Director to be granted the authority to apply, accept, terminate or alter such an application. (Staff Contact: Ronnie Barnes)

h. CLEAN VEHICLES AND HEAVY DUTY DIESEL REPLACEMENTS

Request authorization to enter an agreement with Paramjet Singh for acquisition of two vehicles; amount not to exceed \$98,076. (Staff Contact: Patrick Mandapaka)

i. EMPLOYEE DEVELOPMENT TRAINING

Request authorization to increase the contract with New Horizons by \$50,000 to provide continuing education to staff. (Staff Contact: Nancy Haussler)

6. FINANCE AND BUDGET COMMITTEE

Report on activities and Committee recommendations.

a. MONTHLY FINANCIAL REPORT - AUGUST 2020

Request approval of the monthly financial report ending August 31, 2020. (Staff Contact: Nancy Haussler)

b. INVESTMENT REPORT - 2ND QUARTER

Request approval of the second quarter investment report ending June 30, 2020. (Staff Contact: Nancy Haussler)

7. COMMUNITY AND ENVIRONMENTAL PLANNING

a. LIVABLE CENTERS ADVANCE FUNDING AGREEMENT

Request authorization to enter an Advance Funding Agreement with the Texas Department of Transportation to fund Livable Centers Planning Studies; total program amount not to exceed \$1,700,000. (Staff Contact: Jeff Taebel)

b. LIVABLE CENTERS PLANNING STUDIES

Request authorization of interlocal contracts total not to exceed \$126,270: \$24,840, City of Clute; \$49,680, Greater Southeast Management District; and \$51,750, Harris County Precinct 2. (Staff Contact: Jeff Taebel)

c. SEABROOK LIVABLE CENTERS STUDY

Request authorization to contract with firms in order ranked to conduct Livable Centers Study for the City of Seabrook; amount not to exceed \$194,000. (Staff Contact: Jeff Taebel)

d. ECONOMIC DEVELOPMENT ADMINISTRATION PLANNING GRANT

Request approval to enter into contract with the Economic Development Administration for planning and coordination activities; amount not to exceed \$262,500. (Staff Contact: Jillian Donatto)

8. WATER RESOURCES COMMITTEE

a. WATER RESOURCES COMMITTEE UPDATE

Request approval of Water Resources Committee recommendations to H-GAC Priority Flood Mitigation Projects list. (Staff Contact: Justin Bower)

9. H-GAC ADVISORY COMMITTEE APPOINTMENTS

a. H-GAC 2020 ADVISORY COMMITTEE APPOINTMENTS

Request approval of appointments to H-GAC advisory committees. (Staff

Contact: Rick Guerrero)

10. H-GAC BYLAWS

a. PROPOSED AMENDMENTS TO H-GAC BYLAWS

Request discussion of proposed amendments to H-GAC bylaws and authorization to mail amendment ballots. (Staff Contact: Chuck Wemple)

11. RESOLUTION

a. RESOLUTION HONORING ALAN CLARK

Request approval of resolution honoring the service of H-GAC Director of Transportation Alan Clark to H-GAC and the region. (Staff Contact: Chuck Wemple)

INFORMATION

12. EXECUTIVE DIRECTOR'S REPORT

a. RESPONSE TO COVID-19 PANDEMIC

No action requested. For information only. (Staff Contact: Chuck Wemple)

b. H-GAC SPOTLIGHT - WORKFORCE ACTIVITIES

No action requested. For information only. (Staff Contact: Mike Temple)

c. 2020 MID-YEAR REPORT

No action requested. For information only. (Staff Contact: Chuck Wemple)

d. CURRENT AND UPCOMING H-GAC ACTIVITIES

Report on current and upcoming H-GAC activities. (Staff Contact: Chuck Wemple)

13. ADJOURNMENT

In compliance with the Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC functions. Requests should be received by H-GAC 24 hours prior to the function.

H-GAC BOARD MEETING MINUTES - AUGUST 18, 2020

Background

The H-GAC Board of Directors convenes on the third Tuesday of each month at 10:00 a.m. Meeting minutes are prepared following each Board meeting to summarize any action taken and document the attendance of Board members.

Current Situation

A summary of the August 18 meeting of the H-GAC Board of Directors is attached and recommended for approval.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of the minutes of the August 18, 2020 H-GAC Board Meeting. (Staff Contact: Rick Guerrero)

ATTACHMENTS:

- ▢ BOARD MEETING MINUTES - AUGUST 18 2020 Cover Memo

**MEETING MINUTES
H-GAC BOARD OF DIRECTORS
August 18, 2020**

ATTENDANCE ROSTER

The following members of the Board of Directors (Board) of the Houston-Galveston Area Council (H-GAC) attended all or a portion of the August 18, 2020 Board meeting, via webinar and/or teleconference:

Brazoria County Commissioner Stacy Adams
Chambers County Commissioner Gary Nelson
Colorado County Judge Ty Prause
Fort Bend County Commissioner Andy Meyers
Galveston County Commissioner Ken Clark
Harris County Commissioner Adrian Garcia
Liberty County Judge Jay Knight
Matagorda County Judge Nate McDonald
Walker County Commissioner Jimmy Henry
Waller County Judge Trey Duhon
Wharton County Judge Phillip Spenrath

City of Baytown Council Member Charles Johnson
City of Conroe Councilman Jody Czajkoski
City of Friendswood Councilmember Sally Branson
City of Galveston Mayor Dr. Craig Brown
City of Houston Council Member Sallie Alcorn
City of Houston Council Member Edward Pollard (Alternate)
City of Huntsville Mayor Andy Brauninger

City of La Porte Councilmember Chuck Engelken
City of League City Mayor Pat Hallisey
City of Missouri City Council Member Dr. Cheryl Sterling
City of Pasadena Councilmember Cary Bass
City of Pearland Mayor Tom Reid
City of Sugar Land Mayor Joe Zimmerman
City of Texas City Commissioner Phil Roberts

Home Rule Cities (Less than 25,000):
City of Dickinson Councilmember William King III
City of Seabrook Mayor Pro Tem Natalie Picha

General Law Cities:
City of Waller Council Member Nancy Arnold
City of Pattison Mayor Joe Garcia

Independent School Districts:
Huntsville ISD Trustee Rissie Owens

The following Board members were not marked in attendance at the August 18, 2020 Board meeting:

Austin County Judge Tim Lapham
Harris County Judge Lina Hidalgo
Montgomery County Commissioner Charlie Riley

City of Deer Park Councilman Bill Patterson
City of Lake Jackson Councilmember Ralph "Buster" Buell
City of Rosenberg Mayor William Benton

CALL TO ORDER

The Board Chair, City of Waller Council Member Nancy Arnold, called the meeting to order at 10:05 a.m. on Tuesday, August 18, 2020 via Webinar and Teleconference at 1-877-853-5247.

ROLL CALL

Chair Arnold asked Rick Guerrero, Houston-Galveston Area Council Director of Intergovernmental Relations, to conduct the Board of Directors Roll Call. Mr. Guerrero conducted the Roll Call and announced that a quorum was present.

1. INVOCATION

Matagorda County Judge Nate McDonald gave the invocation.

2. PLEDGE OF ALLEGIANCE

City of Sugar Land Mayor Joe Zimmerman led the Pledge of Allegiance and the Pledge to the Texas Flag.

3. PUBLIC COMMENT

Chair Arnold invited comments from any members of the public who wished to participate during the call and asked Mr. Guerrero if any public comments had been received via email prior to the meeting. Mr. Guerrero stated that we had not received any public comments via the email address posted publicly. He then opened the floor for public comments to those who have joined the meeting via webinar or teleconference. Mr. Guerrero asked participants to limit their comments to three minutes each, after stating their name. There were no public comments on the webinar, via phone, or via online submission.

4. DECLARE CONFLICTS OF INTEREST

Chair Arnold called for any Board member with a conflict of interest to declare it at that time. There being none, Chair Arnold proceeded to the next item on the agenda.

5. CONSENT AGENDA

Chair Arnold called for the Consent Agenda and asked if there were any items that needed to be pulled for individual consideration. Hearing none, she entertained motions from the floor for approval of the eight items on the Consent Agenda. City of Dickinson Councilmember, and Vice Chair of the Board, William King moved to approve the consent agenda. Fort Bend County Commissioner Andy Meyers seconded the motion. Chair Arnold then called for a vote which resulted in unanimous approval by all members present.

The following items were acted on by approval of the consent agenda:

- a. H-GAC BOARD MEETING MINUTES – July 21, 2020** – approved minutes of the July 21, 2020 Board Meeting.
- b. HGACBUY – PARKS AND RECREATION EQUIPMENT** – authorized contracts with respondents for Parks and Recreation Equipment.

- c. **HGACBUY - AMBULANCES, EMS AND OTHER SPECIAL SERVICE VEHICLES** – authorized contracts with respondents for AM10-20 ambulances, EMS and other Special Service vehicles.
- d. **CLEAN VEHICLES AND HEAVY DUTY DIESEL REPLACEMENT ASSISTANCE** – authorized agreement with Pearland Independent School District for the acquisition of six school buses; amount not to exceed \$613,100.
- e. **UPDATE OF REGIONAL PUBLIC TRANSIT PLAN** – authorized to enter a grant agreement with the Texas Department of Transportation for the required update of the Regionally Coordinated Public Transit/Human Services Transportation Plan; to receive grant amount not to exceed \$100,000.
- f. **CLEAR CREEK WATERSHED PROTECTION PLAN** – approved to enter a contract with the Texas Commission on Environmental Quality to develop a Watershed Protection Plan for the Clear Creek Watershed; amount not to exceed \$150,468.
- g. **WATER QUALITY MANAGEMENT PLAN UPDATE** – accepted the Fiscal Year 2020 H-GAC 604(b) Water Quality Management Plan Update.

6. **FINANCE AND BUDGET COMMITTEE**

a. **Monthly Financial Report – July 2020**

Chair Arnold recognized Vice Chair King as the Chair of the Finance and Budget Committee. Vice Chair King announced that the committee met earlier this morning, with a quorum present. He then yielded the floor to Nancy Haussler, H-GAC Chief Financial Officer. Ms. Haussler presented the financial status report for the month ended July 31, 2020. She stated that considering the year we've had thus far; we are in good condition. Ms. Haussler announced that we have received most of our membership dues. She stated that we have not achieved the projections we had for the Energy Corporation to date, and she has provided foot notes concerning this matter the past few months and will give another update next month as they will probably not achieve the projections this year. Ms. Haussler stated that although the Cooperative Purchasing group is down, it is anticipated that they will increase and reach their projections for the year. She stated that the federal grant program is now underway and the state grant programs are doing better than expected, primarily in the Workforce programs. Ms. Haussler requested approval of the July 2020 Financial Report.

Chair Arnold asked for any questions from the floor. Harris County Commissioner Adrian Garcia moved to approve the Monthly Financial Report and Mayor Zimmerman seconded the motion. Vice Chair King called for the vote, which resulted in unanimous approval by all members present.

b. **Investment Report - 1st Quarter**

Vice Chair King once again yielded the floor to Ms. Haussler. Ms. Haussler presented the investment report for the quarter ending March 31, 2020. She stated that we have had some investments mature prior to the Federal Reserve lowering of the interest rate to 0%. Ms. Haussler stated that the second quarter report will be presented at the next Board meeting.

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Commissioner Garcia moved to approve the 1st Quarter Investment Report and City of Friendswood Councilmember Sally Branson seconded the motion. Vice Chair called for the vote, which resulted in unanimous approval by all members present.

c. Benefits Insurance Coverage

Vice Chair King once again yielded the floor to Ms. Haussler. Ms. Haussler announced that each year, H-GAC procures benefits coverage for our employees with assistance from Alliant Benefits. She stated that although we typically receive a better response, we did receive several bids. Ms. Haussler mentioned that we had a very steep claim rate, and that affected our response rate. She stated that we did receive a proposal from our current provider, Blue Cross Blue Shield, with an 11% increase. Ms. Haussler stated that we are choosing to remain with our current provider to avoid disruptions in service and since the next best bid was also an 11% increase. She stated that regarding the dental coverage, MetLife is our current provider and offered an 8.62% increase; which is not surprising as each year our claims total more than 100% of the premiums paid. We have elected to switch to Humana since they offered a bid at only a 2.7% increase, with a more robust benefits package. Our other coverages such as vision and long-term disability are under multi-year policies and did not require renewal actions at this time.

Vice Chair King asked if there were any questions. City of Houston Council Member Sallie Alcorn asked how many employees and how many dependents are being covered by these health benefits? Ms. Haussler responded that 266 employees are covered and 65 employees cover their dependents (at full cost). Hearing no further questions, Chair Arnold moved to approve the Benefits Insurance Coverage and Councilmember Sally Branson seconded the motion. Vice Chair King called for the vote, which resulted in unanimous approval by all members present.

7. HUMAN SERVICES

a. Workforce System 2021 Contracts

Chair Arnold called to the floor Mike Temple, H-GAC Director of Human Services. Mr. Temple requested approval of fourth-year workforce system contracts for nine contractors within the system of 27 locations (soon to be 29). Total not to exceed \$306,340,000. This amount is slightly less than the 2020 funding due to the pandemic funding for childcare which was added to this year's budget. The amount in the contracts will serve over 525,000 people and 30,000 employers throughout the region.

Wharton County Judge Phillip Spenrath moved to approve the Workforce System 2021 contracts and Vice Chair King seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

b. Workforce System Public Outreach Contracts

Chair Arnold again called Mr. Temple to the floor. Mr. Temple requested approval to negotiate with Outreach Strategists and Savage Design to provide public outreach and communications service to the Gulf Coast Workforce Board and Workforce Solutions; total contracts not to exceed \$900,000 combined.

Chair Arnold asked if there were any questions. There being none, a motion to approve was made by City of Pattison Mayor Joe Garcia and seconded by Huntsville ISD Trustee Rissie Owens. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

8. WATER RESOURCES COMMITTEE

a. Water Resources Committee Update

Chair Arnold recognized Commissioner Meyers as the Chair of the Water Resources Committee and asked him to introduce the next item. Commissioner Meyers yielded the floor to Jeff Taebel, H-GAC Director of Community and Environmental Planning. Mr. Taebel announced that the committee met on August 12 and are requesting approval to elevate the Lower Brazos Flood Protection Planning Study project from Tier 3 to Tier 2 on the Priority Flood Management Projects list.

Matagorda County Judge Nate McDonald asked about the status of the Wharton/Matagorda/Colorado County/Colorado River project to have new flood gauges installed. Judge Spenrath reported that \$500,000 of the needed \$1,000,000 in funding has been secured. H-GAC Executive Director confirmed that this project should also be listed on Tier 2 and committed additional staff time for any additional research.

Commissioner Meyers moved to approve this modified item and Commissioner Garcia seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

9. PLANS AND PROJECTS REVIEW COMMITTEE

a. Fort Bend County FY2020 Action Plan

Chair Arnold recognized Waller County Judge Trey Duhon as the Chair of the Plans and Projects Review Committee and asked him to introduce the next two items. Judge Duhon stated that the committee met this morning at 8:30a.m. to review two items. He then yielded the floor to Jillian Donatto, H-GAC Senior Planner, Community and Environmental Planning Department. Ms. Donatto stated that H-GAC received a request from Fort Bend County to review their fiscal year 2020 consolidated action plan for consistency with H-GAC plans and review criteria. To ensure and build relationships between state and local governments as well as for non-profit and private sectors, the U.S. Department of Housing and Urban Development requires communities to submit a single, consolidated plan that spans several program areas including Community Development Block Grants and Emergency Solutions Grants among others. Overall, the Fort Bend County plan includes 19 discrete projects and the objective is to increase the supply of affordable housing; improve and expand public infrastructure and facilities; and improve and expand public services for special needs populations, especially low, very low, and extremely low income households. Ms. Donatto requested that the Fort Bend County FY2020 Action Plan be found consistent with H-GAC plans, policies and review criteria; including Our Great Region 2040, the 2020-2024 Draft Comprehensive Economic Development Strategy, and the Fair Housing Equity Assessment.

Judge Duhon moved to approve this item and Commissioner Meyers seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

b. Clean Diesel Emission Reduction

Chair Arnold asked Judge Duhon to continue with the Plans and Projects Review Committee. Judge Duhon yielded the floor to Andrew DeCandis, H-GAC Principal Planner for air quality policy issues, Transportation Department. Mr. DeCandis requested that the project proposed by the Coalition for Sustainable Initiatives Inc. for \$5,290,800 be found consistent with plans, policies, and H-GAC review criteria. The project will be funded by the Environmental Protection Agency's Diesel Emission Reduction Act program which accepts proposals for projects

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that can achieve significant diesel emission reductions in regions designated as having poor air quality; our region is one of these areas. Mr. DeCandis reported that this project is to replace 29 diesel powered short-haul trucks with compressed natural gas versions that travel within the Houston, Dallas-Fort Worth, and San Antonio metropolitan areas.

Judge Duhon moved to approve this item and Mayor Garcia seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

10. H-GAC ADVISORY COMMITTEE APPOINTMENTS

a. H-GAC 2020 Advisory Committee Appointments

Chair Arnold yielded the floor to Mr. Guerrero. Mr. Guerrero stated that a greensheet had been provided to all members that included several appointments received after Board material had been distributed. He presented twenty-seven appointments to eight of the H-GAC Advisory Committees this month: Aging and Disability Advisory Committee, Area Emission Reduction Credit Organization, Criminal Justice Advisory Committee, Gulf Coast Economic Development District, Regional Air Quality Planning Advisory Committee, Regional Flood Management Committee, Regional Homeland Security Coordinating Council, and the Solid Waste Management Committee. Mr. Guerrero requested approval of the appointments to the H-GAC Advisory Committees.

Commissioner Meyers moved to approve this item and Mayor Garcia seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

11. EXECUTIVE DIRECTOR'S REPORT

a. Response to COVID-19 Pandemic

Mr. Wemple reported that we are encouraged by recent numbers coming from the state. He reported that H-GAC team members remain 100% remote work since March. We had begun a voluntary return to the office, but as numbers continued to increase in Harris County where our office is located and most of our team members live, we opted to resume 100% telework mode. We have deployed the agency to approximately 100 of our employees who had been using their personal computers to continue working remotely. This ensures they have proper agency tools and increases our cyber security. We have also onboarded new employees during this telework phase.

Mr. Wemple announced that since we have been in this situation longer than anyone anticipated, we are updating our telework policy. We are also anticipating proposed by-laws changes that will allow the important work of the Board to continue in our virtual environment. This will include nominations for our officers as well as General Law and Home Rule cities on our Board and other important activities.

b. H-GAC Spotlight – Our Region's Response to the U.S. Census

Mr. Wemple yielded the floor to Meagan Coughlin, H-GAC Director of Communications. Ms. Coughlin stated that she would explain where we are and where we need to be concerning the Census. She reported that according to the Texas Counts promotion, a small 1% undercount in the Census could cause Texas to lose \$3 billion over the next ten years; however, if the Census count shows that the state has grown, we can potentially gain three seats in the U.S. House of Representatives. Ms. Coughlin encouraged the Board Members to increase the self-response rates in their areas. She announced that September 30 is the last day to respond to the Census; hence, there is still time to be included in this important count.

c. Current and Upcoming H-GAC Activities

Mr. Wemple took the floor once again to report on upcoming H-GAC activities. Mr. Wemple announced that the North I-45 Expansion Project has had a lot of controversy. The Transportation Policy Council would like to acknowledge the leadership of Galveston County Commissioner Ken Clark, Chair of the Transportation Policy Council, in forming a workgroup to develop a Memorandum of Understanding to address some of the concerns. Mr. Wemple also recognized Chair Arnold, Mayor Zimmerman and Commissioner Garcia as being a part of the workgroup. Mr. Wemple reported that the Workforce Solutions 3-day job fair in East Fort Bend County was successful thanks to Council Member Dr. Cheryl Sterling with 714 people and 29 employers participating and stated that there will be another job fair in Fort Bend County soon. He announced that the budget for 2021 will be presented to the Board in October. He stated that the Legislative Committee will convene in October also. Mr. Wemple stated that there have been many exciting challenges and opportunities during his second year as Executive Director. He stated that it has been an honor to serve and make a difference in our region. He stated his goals and aspirations remain the same for the agency: to be a model of innovation; to provide meaningful public service; to work hard every day to make the region a better place; to create a workplace where the team can do their best work and grow professionally; and to demonstrate to state and federal leaders that regional councils are a wise investment of taxpayer money and that we take the responsibility of that stewardship seriously. Lastly, Mr. Wemple thanked the H-GAC staff for their hard work and showed a video montage of employees in the telework environment.

12. EXECUTIVE SESSION

a. Executive Session - Evaluation of H-GAC Executive Director

Chair Arnold announced that the Board of Directors would hold an Executive Session to conduct an annual evaluation of the Executive Director in accordance with Government Code, Title 5, Section 551.074.

The Board Members retreated to a private teleconference to convene the Executive Session at 11:25 a.m. and returned to the general meeting at 11:30 a.m.

13. EXECUTIVE SESSION - FOLLOW-UP SESSION

a. Evaluation of H-GAC Executive Director

Chair Arnold announced that the Board Members evaluated the annual performance of H-GAC's Executive Director and recommended a \$10,000 salary increase.

Vice Chair King moved to approve this item and Councilmember Branson seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

14. ADJOURNMENT

Having no further items to discuss, Chair Arnold adjourned the August Meeting of the H-GAC Board of Directors at 11:48 a.m.

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HGACBUY - EMERGENCY PREPAREDNESS AND SAFETY EQUIPMENT

Background

H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened eleven proposals for Emergency Preparedness & Safety Equipment on June 22, 2020. The following companies submitted proposals:

Absorbent Specialty Products	Pawtucket, RI
AeroClave LLC	Winter Park, FL
Delta Fire & Safety Inc. dba Delta Industrial Service & Supply	Port Neches, TX
FarrWest Environmental Supply, Inc.	Schertz, TX
Fisher Scientific Company LLC	Tampa, FL
Integrated Solutions Consulting Corp.	Edwardsville, IL
Municipal Emergency Services Inc	Houston, TX
Performance Health Supply Inc., dba Medco Supply Company	Amherst, NY
Rainy Falls Venture LLC dba Emergency Technical Decon	Springfield, OR
SB Acquisition LLC dba The Sandbagger LLC	Elmhurst, IL
Viking Life	Houston, TX

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of personal protective equipment such as eye/hearing and head/hand protection to specialized suits for hazardous material handling by emergency response and recovery workers. There are four new contractors. All proposals have been evaluated by H-GAC staff. Ten proposals are being recommended for award. Viking Life was deemed non-compliant due to required documentation not being provided. Request authorization to negotiate contracts with each respondent listed in the Award Recommendation Table; and as may be applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchases

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for EP11-20 Emergency Preparedness and

Safety Equipment. (Staff Contact: Ronnie Barnes)

Page 2 of 4

ATTACHMENTS:

▢ EP11-20 Award Recommendation Table

Cover Memo

EP11-20 Award Recommendation Table

Proposer	Product/Services
Absorbent Specialty Products	Water gate/flood gates for minimizing water intrusion. Applicable industries: government, universities, and hospitals etc.
AeroClave LLC	Portable decontamination systems for facilities, vehicles, and equipment. Devices are used for immediate response to infectious disease/biohazard incidents, as well as for proactive use to minimize the risk of infection and illness.
Delta Fire & Safety Inc. dba Delta Industrial Service & Supply	Personal Protective Equipment (PPE) for emergency response and recovery workers, including, fire hose, boots, bunker coats, pants, gloves, helmets, fire-fighting foam and related equipment, thermal image cameras, and drones.
FarrWest Environmental Supply, Inc.	Maintenance and calibration services to first responders, government agencies, educational institutions, research labs and private entities throughout Texas, Oklahoma, and beyond. Safety products such as personal protective equipment and rescue supplies in addition to 24/7 support to the above listed entities.
Fisher Scientific Company LLC	Safety equipment to a broad range of customers with a large emphasis on first responders. Diverse catalog of products, from simple eye/hearing and head/hand protection, to specialized suits for hazardous material handling to instrumentation for chemical and radiation detection (plus the ability to service and train on this instrumentation).
Integrated Solutions Consulting Corp.	Provide the ability to license the Odysseus™ software product. Odysseus™ is a cloud-based program management system that offers emergency management, homeland security, and public safety agencies a comprehensive preparedness management system that will increase operational effectiveness, ensure regulatory compliance, and maximize program efficiency.
Municipal Emergency Services Inc.	Protective clothing, disinfectant & cleaner, safety glasses, RPB T-Link Respirator etc., for multiple applications including industrial, hazmat, military, law enforcement, emergency response, biomedical and healthcare.
Performance Health Supply Inc., dba Medco Supply Company	Emergency response equipment, including from head immobilizers, back boards, splinting materials, AED's and other disaster relief items.

Rainy Falls Venture LLC dba Emergency Technical Decon	Safety equipment for emergency medical services/healthcare PPE, law enforcement PPE, seat covering for public safety vehicles
SB Acquisition LLC dba The Sandbagger, LLC	Sandbag filling machines

HGACBUY - AUTOMATED VEHICLE PROCUREMENT

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened three proposals for Automated Vehicle Procurement on June 30, 2020. The following companies submitted a proposal:

Beep, Inc.	Orlando, FL
Easymile, Inc.	Denver, CO
First Transit, Inc.	Cincinnati, OH

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of automated vehicles used for public transportation. Two new manufacturers are being introduced. All bid responses have been evaluated by H-GAC staff. Three proposals are being recommended for award. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchases

Budgeted

N/A

Action Requested

Request authorization to negotiate a contract with the respondents listed in the Award Recommendations Table for Automated Vehicle Procurement. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

▢ AV11-20 Award Recommendations Table

Cover Memo

AV11-20 Award Recommendations Table

Proposal	Product
Beep, Inc.	Ollie 2.0 Electric Shuttle
Easymile, Inc.	EZ10 Electric Shuttle and Tract Easy Electric Tractor
First Transit, Inc.	Motor EV Star Electric Mini Shuttle Bus

HGACBUY – CURRENT MODEL CARS AND LIGHT TRUCKS

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened seventeen bids for Current Model Cars and Light Trucks on June 18, 2020. The following companies submitted bids:

United Ford South, LLC, dba Bill Knight Ford Knight Automotive	Tulsa, OK
Caldwell Automotive Partners, LLC dba Caldwell Country Chevrolet	Caldwell, TX
Amaru Motors 3, LLC dba Charlie Clark Nissan El Paso	El Paso, TX
Chastang Enterprises Houston, LLC dba Chastang Ford	Houston, TX
Ed Morse, LLC	Dallas, TX
Grapevine DCJ, LLC	Grapevine, TX
Gunn Chevrolet, LTD	Selma, TX
Johnson-Grayson Automotive, Inc. dba Holiday Chevrolet	Whitesboro, TX
Houston Freightliner, Inc.	Houston, TX
Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ	Houston, TX
Lake Country Chevrolet, Inc.	Jasper, TX
Cowboy Motor Company LC dba Moore Chrysler Dodge Jeep Ram	Silsbee, TX
RRPFG, LP dba Randall Reed's Prestige Ford	Garland, TX
Caldwell Country Ford dba Rockdale Country Ford	Rockdale, TX
Sam Pack's Five Star Ford	Carrollton, TX
Silsbee Ford Inc.	Silsbee, TX
Donalson-Umphrey Automotive Group, Inc. dba Silsbee Toyota	Silsbee, TX

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of current model cars and light trucks. There are no new manufacturers. All bid responses have been evaluated by H-GAC staff. Fourteen bids are being recommended for award. Three bidders were not awarded because they were not the lowest responsible bid. Request authorization for contracts representing the lowest responsible bidder providing best value for product items as summarized in the Award Recommendation Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for Current Model Cars and Light Trucks. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- ▢ VE11-20: Award Recommendation Table Cover Memo

VE11-20: Award Recommendation Table

HGAC PRODUCT CODES	BIDDERS
Chevrolet	
VE20A01, VE20A03-VE20A04, VE20A07-VE20A14, VE20A16-VE20A20, VE20A22-VE20A24, VE20A28-VE20A34, VE20A36, VE20A39, VE20A47	Caldwell Automotive Partners, LLC dba Caldwell Country Chevrolet
VE20A05-VE20A06, VE20A15, VE20A21, VE20A35	Gunn Chevrolet, LTD
VE20A25-VE20A27	Lake Country Chevrolet, Inc.
Chrysler	
VE20B01, VE20B03-VE20B04	Grapevine DCJ, LLC
VE20B02	Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ
Dodge	
VE20C01, VE20C04, VE20C06	Ed Morse, LLC
Ford	
VE20D08, VE20D10, VE20D16-VE20D17, VE20D19, VE20D21-VE20D26, VE20D28, VE20D30, VE20D32-VE20D60, VE20D67-VE20D69	Chastang Enterprises Houston, LLC dba Chastang Ford
VE20D01, VED203-VE20D04, VE20D06-VE20D07, VE20D09, VE20D12	Caldwell Country Ford dba Rockdale Country Ford
VE20D01, VE20D03-VE20D04, VE20D06-VE20D10, VE20D12, VE20D16-VE20D17, VE20D19, VE20D21-VE20D26, VE20D28, VE20D30, VE20D32-VE20D69	United Ford South, LLC, dba Bill Knight Ford Knight Automotive (Oklahoma)
Freightliner	
VE20E01-VE20E29	Houston Freightliner, Inc.
GMC	
VE20F02-VE20F04	Ed Morse, LLC
Jeep	
VE20G01, VE20G05	Ed Morse, LLC
VE20G03-VE20G04, VE20G06	Grapevine DCJ, LLC
VE20G07	Cowboy Motor Company, LC dba Moore Chrysler Dodge Jeep Ram
Nissan	

VE20H01, VE20H03, VE20H05, VE20H07, VE20H09, VE20H12-VE20H13, VE20H15- VE20H16, VE20H18-VE20H22	Amaru Motors 3, LLC dba Charlie Clark Nissan El Paso
Ram	
VE20I17-VE20I18	Ed Morse, LLC
VE20I01-VE20I09A, VE20I11-VE20I15	Grapevine DCJ, LLC
VE20I10	Johnson-Grayson Automotive, Inc. dba Holiday Chevrolet
VE20I16	Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ
Toyota	
VE20J01-VE20J25	Donalson-Umphrey Automotive Group, Inc. dba Silsbee Toyota

HGACBUY – NEW/LEASED MODULAR BUILDINGS AND SHELTERS

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened eight bids for New/Leased Modular Buildings and Shelters on June 24, 2020. The following companies submitted bids:

Affordable Drill Towers, LLC	Austin, TX
Aries Building Systems, LLC	Houston, TX
Fire Facilities, Inc.	Sun Prairie, WI
GroundFORCE Building Systems, LLC	Bryan, TX
Palomar Modular Buildings, LLC	DeSoto, TX
Precision Structures, Inc.	Pasadena, TX
Theodore Sims dba TSG Industries	Houston, TX
Vesta Housing Solutions, LLC dba Vesta Modular	Southfield, MI

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of classrooms, educational and administrative restrooms, offices, medical health care, and other related equipment. No new equipment or categories have been added. All bid responses have been evaluated by H-GAC staff. Eight bids are being recommended for award. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for New/Leased Modular Buildings and Shelters. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

▢ MB11-20: Award Recommendations Table Cover Memo

MB11-20: Award Recommendations Table

H-GAC Product Code	Bidder
Mobile Modular	
B. Offices	
MB20AB01-MB20AB22	TSG Industries
D. Restrooms and Specialty	
MB20AD01-MB20AD02	TSG Industries
E. Stairs, Ramps, Service Rates and all other Accessories	
MB20AE01-MB20AE18	TSG Industries
Aries Building Systems	
A. Classroom, Educational and Administrative	
MB20AD01-MB20AD18	Aries Building Systems
B. Offices	
MB20DB01-MB20DB07	Aries Building Systems
C. Medical, Health Care	
MB20DC01-MB20DC03	Aries Building Systems
D. Restrooms and Specialty	
MB20DD01-MB20DD11	Aries Building Systems
Palomar Modular Buildings	
A. Classroom, Educational and Administrative	
MB20EA01-MB20EA10	Palomar Modular Buildings, LLC
B. Offices	
MB20EB01-MB20EB04	Palomar Modular Buildings, LLC
C. Medical, Health Care	
MB20EC01-MB20EC05	Palomar Modular Buildings, LLC
D. Restrooms and Specialty	
MB20ED01-MB20ED03	Palomar Modular Buildings, LLC
GroundFORCE Building Systems	
A. Classroom, Educational and Administrative	
MB20FA01-MB20AF12*	GroundFORCE Building Systems, LLC
B. Offices	
MB20FB01-MB20FB04*	GroundFORCE Building Systems, LLC
C. Medical Health Care	
MB20FC01-MB20FC09*	GroundFORCE Building Systems, LLC
D. Restrooms and Specialty	
MB20FD01-MB20FD03*	GroundFORCE Building Systems, LLC
Vesta Modular	
A. Classroom, Educational and Administrative	
MB20GA01-MB20GA26*	Vesta Housing Solutions LLC dba Vesta Modular
B. Offices	
MB20GB01-MB20GB20*	Vesta Housing Solutions LLC dba Vesta Modular
C. Medical Health Care	
MB20GC01-MB20GC18*	Vesta Housing Solutions LLC dba Vesta Modular
D. Restrooms and Specialty	
MB20GD01-MB20GD18*	Vesta Housing Solutions LLC dba Vesta Modular
TSG Industries	
A. Classroom, Educational and Administrative	
MB20HA01-MB20HA11	Theodore Sims dba TSG Industries
Affordable Drill Towers	
D. Restrooms and Specialty	
MB20ID01*	Affordable Drill Towers, LLC
Precision Structures, Inc.	
A. Classroom, Educational and Administrative	
MB20KA01-MB29KA02*	Precision Structures, Inc.

B. Offices	
MB20KB01-MB20KB11*; MB20KB12-MB20KB18*; MB20KB19-MB20KB25*	Precision Structures, Inc.
E. Stairs, Ramps, Service Rates and all other Accessories	
MB20KE01-MB20KE05*	Precision Structures, Inc.
Fire Facilities, Inc.	
D. Restrooms and Specialty	
MB20LD01-MB20LD22	Fire Facilities, Inc.

- Leasing options are available

HGACBUY – VIDEO SURVEILLANCE ACCESS CONTROL AND SECURITY FENCING SYSTEMS

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened three proposals for Video Surveillance Access Control and Security Fencing Systems on June 04, 2020. The following companies submitted bids:

American Surveillance Co., Inc.	Brownsville, TX
Motorola Solutions, Inc.	Chicago, IL
Wunderlich-Malec Systems, Inc.	Eden Prairie, MN

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of surveillance equipment, controlled access, wireless duress/panic alarms, portable remote location equipment and controlled building access and other related equipment. No new equipment or categories have been added. All proposal responses have been evaluated by H-GAC staff. Three proposals are being recommended for award. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for Video Surveillance Access Control and Security Fencing Systems. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

▯ SE05-20A: Award Recommendations Table Cover Memo

SE05-20A: Award Recommendations Table

Proposer	Product Category
American Surveillance Co., Inc.	A. Video Surveillance Equipment B. Controlled Building Access Equipment C. Security Fencing and Related Equipment and Software D. Wireless Duress/ Panic Alarm and Instant Notification Equipment and Software E. IP-Based Video Surveillance Equipment and Managed Software F. Portable Remote Location or Special Even Surveillance Systems G. Infrared Body Imaging Systems and Software
Motorola Solutions, Inc.	A. Video Surveillance Equipment B. Controlled Building Access Equipment C. Security Fencing and Related Equipment and Software D. Wireless Duress/ Panic Alarm and Instant Notification Equipment and Software E. IP-Based Video Surveillance Equipment and Managed Software F. Portable Remote Location or Special Even Surveillance Systems G. Infrared Body Imaging Systems and Software
Wunderlich-Malec Systems, Inc.	B. Controlled Building Access Equipment E. IP-Based Video Surveillance Equipment and Managed Software

PUBLIC SAFETY ELDER JUSTICE PROGRAM FY2021 GRANT APPLICATION

Background

In late 2018, H-GAC founded the Elder Justice Program with two overarching goals: to fill gaps in critical services available to seniors who are victims of crime and to build a coordinated community response to elder abuse by establishing Multi-Disciplinary Case Review Teams throughout the H-GAC region. Thanks to a Victims of Crime Act grant, H-GAC's Elder Abuse Program is currently offering direct victim services in Fort Bend, Galveston, Harris and Montgomery counties.

Other services - training, technical assistance, a Regional Board of Experts - vital to the operation of Multi-Disciplinary Case Review Teams are outside the scope of Victims of Crime Act funding, thus requiring a second source of underwriting if H-GAC is to facilitate a coordinated community response to elder abuse across our region.

Current Situation

Women, especially minority women, are disproportionally affected by elder abuse, making the Elder Justice Program a perfect match for funding under the STOP Violence Against Women Act Formula Grant Program. If awarded, this grant would underwrite staff time and support services critical to building a coordinated community response; including making technical assistance available to law enforcement and community agencies, bringing national experts to provide in-region training on elder abuse, building a regional tracking system for elder abuse cases, sending selected prosecutors to the National Institute for Prosecuting Elder Abuse and hosting a Rural Summit on Abuse in Later Life. These services would be under the umbrella of the Center for Abuse in Later Life, to distinguish them from H-GAC's existing services to victims branded as the Elder Justice Program.

The proposed grant would also allow the Elder Justice Program to expand its direct services to victims to four additional counties (Chambers, Liberty, Matagorda and Wharton) that do not have a permanent domestic violence shelter.

Funding Source

Office of the Governor, Criminal Justice Division

Budgeted

No; will amend budget if awarded

Action Requested

Request authorization to apply for a FY 2021 Violence Against Women Act grant for the Center on Abuse in Later Life and for the Executive Director to be granted the authority to apply, accept, terminate or alter such an application. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

Page 2 of 3

- ▢ PS-Elder Justice Program_FY 2021 VAWA Grant Narrative Backup Material

**FY2021 CENTER FOR ABUSE IN LATER LIFE (CALL)
H-GAC PUBLIC SAFETY DEPARTMENT, PUBLIC SERVICES DIVISION**

Page 3 of 3

Background

Since 2018, H-GAC's Elder Justice Program has provided direct services to victims of elder abuse, which is expected to double between now and 2030. The rising tide of elder abuse has major implications for Texas, which has the nation's third-largest senior population but only a handful of programs designed to help older crime victims to recover and obtain protection and justice. H-GAC has always has two-part goal: (1) to fill gaps in victim services and (2) to help build a coordinated community response to elder abuse by establishing Multi-Disciplinary Case Review Teams across the H-GAC region.

At present, the Elder Justice Program is focused on building networks of community providers and on filling the #1 unmet victim need, i.e. for legal advocacy and access to basic legal tools such as protective orders and powers of attorney. The two-person staff currently assists clients in four targeted counties (Fort Bend, Galveston, Harris and Montgomery) with plans to expand to expand to all thirteen H-GAC counties in stages. Funding consists of a Victims of Crime Act (VOCA) grant that is restricted to direct victim services.

Current Situation

The Public Safety Program seeks authorization to apply for a Violence against Women Act (VAWA) grant that would fund staff time and services (technical assistance, in-region training by national experts, a shared Regional Board of Experts) that are necessary supports for launching Multi-Disciplinary Case Review Teams. These supportive services are referred to as the Center for Abuse in Later Life to distinguish them from H-GAC's own direct services for victims a.k.a. the Elder Justice Program. If awarded, the VAWA grant would also allow H-GAC to expand direct victim services to—and organize Multi-Disciplinary Case Review Teams in—the four counties (Chamber, Liberty, Matagorda and Wharton) that lack a permanent domestic violence shelter. The grant would run from September 1, 2020, through August 31, 2021.

Proposed FY 2021 Project Budget

Personnel	\$107,997
Indirect Costs	\$13,143
Supplies & Direct Operating Expenses	\$30,021
Contractual & Professional Services	\$54,155
Travel & Training	\$21,485
Office of Governor Funds Sought	\$226,801
Required In-Kind Match	\$98,922
Total Project Cost:	\$325,723

Budgeted: No; will amend.
Funding Agency: Criminal Justice Division, Office of the Governor
Funding Source: CFDA 16.575 VA-Victims of Crime Act Formula Grant Program

Action Requested

Request authorization from the H-GAC Board of Directors to submit an application for FY2021 VOCA funding in an amount not to exceed \$325,723 and giving the Executive Director the authority to accept, reject, alter, or terminate the grant as deemed appropriate.

CLEAN VEHICLES AND HEAVY DUTY DIESEL REPLACEMENTS

Background

The Clean Vehicles and Heavy Duty Diesel Replacement Programs are designed to offset the added cost of replacing or retrofitting older, high-emission, diesel and gasoline engines with cleaner, low emission engines. The primary goal of the program is to reduce nitrogen oxides, a critical component in the formation of ground-level ozone.

Award amounts are based on the projected emissions that could be reduced by the project, factoring in usage patterns, engine specifications, and the fuel/technology types.

Current Situation

Staff recommendations shown in the attached table are based on each project's maximum potential emissions reduction. Actual awards are subject to available state and federal funding and will be revised to reflect the specific replacement engine's emissions characteristics when the actual replacement engines have been identified by the contractors.

H-GAC has one proposal that meets emission and cost-effectiveness criteria. H-GAC staff recommends contracting with Paramjet Singh to replace two vehicles for a total amount not to exceed \$98,076 as shown in the attached Table 1.

Funding Source

Environmental Protection Agency

Budgeted

Yes

Action Requested

Request authorization to enter an agreement with Paramjet Singh for acquisition of two vehicles; amount not to exceed \$98,076. (Staff Contact: Patrick Mandapaka)

ATTACHMENTS:

▯ Attachment - Table

Table

Table 1 Clean Vehicles Program

Applicant	Vehicles Replaced	Total Project Amount	EPA Amount	Contractor Amount	Total Nitrogen Oxides Emission Reductions Received (tons/year)
Paramjet Singh.	2	\$98,075.90	\$73,556.92	\$24,518.98	1.524

GRAND TOTAL \$98,075.90

EMPLOYEE DEVELOPMENT TRAINING

Background

In February 2020, the Board approved an agency-wide training program to provide thoughtful and meaningful development for the H-GAC staff. The goal was to begin the implementation of the program this year and modify it in the future by developing and incorporating relevant training topics to meet the changing needs of the agency.

Current Situation

H-GAC negotiated a contract with New Horizons Computer Learning Centers. Through New Horizons, the agency currently provides 23 courses to staff including Microsoft Office programs and project management courses. The trainings have been very popular and successful during this time of remote working with more than 80 staff members taking courses. The agency has spent approximately \$38,000 of the \$50,000 budget that the Board approved. Staff has requested additional options to be added to the available courses which would include training in negotiating, leadership, remote meeting effectiveness, team building, and Microsoft Excel.

Funding Source

Grants

Budgeted

Yes

Action Requested

Request authorization to increase the contract with New Horizons by \$50,000 to provide continuing education to staff. (Staff Contact: Nancy Haussler)

MONTHLY FINANCIAL REPORT - AUGUST 2020

ATTACHMENTS:

- ▢ Monthly Financial Report - August 2020 PDF

**HOUSTON-GALVESTON AREA COUNCIL
FINANCIAL STATUS REPORT
For the Eight Months Ended August 2020**

Page 2 of 3

	Budget Year to date	Actual Year to date	Variance Dollar	%
Combined Revenues and Expenditures				
Revenues	\$ 249,446,295	\$ 263,336,695	\$ 13,890,399	6%
Expenditures	(249,163,963)	(261,805,211)	(12,641,248)	5%
Change in Combined Fund Balance	\$ 282,332	\$ 1,531,484	\$ 1,249,152	

Change in Fund Balance by Fund Type				
Change in fund balance - General Fund	\$ 53,657	\$ 23,685	\$ (29,972)	
Change in fund balance - Gulf Coast Regional 911	597,006	1,015,306	418,300	
Change in fund balance - Enterprise Fund	163,496	492,493	328,997	
Total Change in Fund Balances	\$ 814,159	\$ 1,531,484	\$ 717,325	

Variance Analysis

The presentation of the change in fund balance by fund type is intended to highlight the effects of revenue and expenditure transactions by fund. The General Fund (GF) consists of those funds not associated with grant programs or enterprise activities. The Special Revenue Fund (SRF) consists of those funds that are restricted for a specific purpose. HGAC's grant programs are in this fund. The Enterprise Fund is used to track activities of the Cooperative Purchasing program and the Energy Purchasing Corporation. The variances of specific revenues and expenditures are explained on the second page of this report.

*** The Cooperative Purchasing program has contributed \$494,245 an increase toward the Enterprise fund balance YTD, and the Energy Purchasing Corporation is reflecting a 1,752 decrease in the Enterprise fund balance.

**HOUSTON-GALVESTON AREA COUNCIL
FINANCIAL STATUS REPORT
For the Eight Months Ended August 2020**

Page 3 of 3

	Annual Budget	Budget Year to Date	Actual Year to Date	Variance Dollar	%
Revenues					
General and Enterprise Fund					
Membership dues	\$ 395,538	\$ 395,538	\$ 390,790	\$ (4,748)	-1%
HGAC Energy Purchasing Corporation	130,000	86,667	61,141	(25,526)	-29%
Cooperative Purchasing fees (a)	5,200,000	3,466,667	3,283,129	(183,538)	-5%
Gulf Coast Regional 911 fees	2,574,698	1,716,465	2,649,550	933,085	54%
Interest Income	100,000	66,667	34,224	(32,442)	-49%
Other (b)	4,145,750	2,763,833	1,582,188	(1,181,645)	-43%
Total General and Enterprise Fund revenues	\$ 12,545,986	\$ 8,495,837	\$ 8,001,022	\$ (494,815)	-6%
Special Revenue Fund					
Federal Grant	\$ 3,556,065	\$ 2,370,710	\$ 605,834	\$ (1,764,876)	-74%
State Grants (c)	357,869,623	238,579,749	254,729,839	16,150,090	7%
Total Special Revenue Fund revenues	\$ 361,425,688	\$ 240,950,459	\$ 255,335,673	\$ 14,385,214	6%
Total Revenues	\$ 373,971,674	\$ 249,446,295	\$ 263,336,695	\$ 13,890,399	6%
Expenditures					
Personnel	\$ 26,432,820	\$ 17,621,880	\$ 17,858,965	\$ 237,085	1%
Pass-through funds - grant	333,717,011	222,478,007	237,779,858	15,301,851	7%
Consultant and contract services (d)	6,408,180	4,272,120	3,177,504	(1,094,616)	-26%
Lease of office space	1,947,854	1,298,569	1,104,064	(194,506)	-15%
Equipment (b)	2,014,457	1,342,971	129,186	(1,213,785)	-90%
Travel (e)	240,252	160,168	87,819	(72,349)	-45%
Other expense	2,985,371	1,990,247	1,798,788	(191,459)	-10%
Total Expenditures	\$ 373,745,945	\$ 249,163,963	\$ 261,936,183	\$ 12,772,220	5%
Excess of Revenues over(under) Expenditures	\$ 225,729	\$ 282,332	\$ 1,400,511	\$ 1,118,179	

Variances:

a) The Cooperative Purchasing program is continuing to show signs of recovery with order volume increasing for two consecutive months. Delivery of ordered products continues to be a challenge, but improvement in that area is emerging as well.

b) Renovations scheduled for the 1st floor of H-GAC's offices are beginning in September. This was originally scheduled for March. We anticipate spending most of the budgeted funds on this renovation in the next three months.

c) State grant revenue and the corresponding Pass-thru expense are both higher than anticipated. This is largely due to the childcare program within Workforce Solutions. We projected a decrease of expenses by this time, and that has not materialized. There are sufficient funds to support this program expenditure.

d) Consultant and contract services have been reduced during the office shut-down but should resume when the office reopens. Most of these contracts span the fiscal year and the expenses and corresponding revenue will occur in 2021.

e) Travel expenses have been curtailed due to the response to COVID-19 and restrictions required by local, state, and federal governmental agencies. It is unlikely that travel expenses will meet expected levels for 2020.

INVESTMENT REPORT - 2ND QUARTER

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of the second quarter investment report ending June 30, 2020. (Staff Contact: Nancy Haussler)

ATTACHMENTS:

▢ Investment Report - 2nd Quarter

PDF

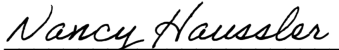
**Houston Galveston Area Council
Investment Report
For the Six Months Ended June 30, 2020**

	Book Value	Market Value	Percent of Portfolio	
Beginning Balance 12/31/2019				\$ 8,435,008.75
Certificate of Deposit (Maturity 6/11/2021) Yield 0.08% Chase Bank	1,044,734.36	1,044,777.87	12.30%	
Certificate of Deposit (Maturity 11/10/2020) Yield 0.05% Chase Bank	3,105,585.69	3,105,798.40	36.57%	
Federal Home Loan Bank Discount Note (Maturity 7/31/20) Yield 1.90% BOA Balance as of June 30, 2020	4,258,197.86	4,341,565.80	51.12%	
	\$ 8,408,517.91	\$ 8,492,142.07	100.00%	\$ 8,492,142.07
Total Investment Income Y-T-D	\$ 34,224.46			

The above securities are in compliance with PFIA and the investment objectives stated within the H-GAC Investment Policy.



Jean Mahood
Investment Officer



Nancy Haussler
Chief Financial Officer

LIVABLE CENTERS ADVANCE FUNDING AGREEMENT

Background

H-GAC's Livable Centers program was established to support local governments in creating quality places that provide alternatives to vehicle travel, provide opportunities for economic development, and enhance quality of life in communities. Study areas are selected based on a competitive process where proposals are evaluated using H-GAC-established criteria. Since 2008, H-GAC has worked with local partners to complete 30 Livable Centers studies. Five new studies are underway, and three more are planned.

Current Situation

H-GAC staff recommends entering into an Advance Funding Agreement with the Texas Department of Transportation to fund a new round of Livable Centers Planning studies. Funding for this work was included in the 2019-2022 Transportation Improvement Program. The agreement will cover a three-year period.

The Call for Livable Centers Call for Planning Study Partners consist of two phases. The first phase was initiated in October 2019. Three projects were identified for funding. The projects are as follows:

- City of Clute Livable Centers with the City of Clute as the local sponsor;
- Old Spanish Trail/Palm Center Livable Centers study with the Greater Southeast Management District as the local sponsor, and;
- Cloverleaf Livable Centers study with the Harris County Precinct 2 as the local sponsor.

A second call for Planning Study Partners is anticipated to begin in the Fall of 2020. This call will be designed to provide opportunities for greater flexibility in project scope and provide additional participation opportunities for underserved communities.

Funding Source

Federal: \$1,700,000 Texas Department of Transportation

Budgeted

Yes

Action Requested

Request authorization to enter an Advance Funding Agreement with the Texas Department of Transportation to fund Livable Centers Planning Studies; total program amount not to exceed \$1,700,000. (Staff Contact: Jeff Taebel)

LIVABLE CENTERS PLANNING STUDIES

Background

Since 2008, H-GAC has worked with local partners to complete thirty Livable Centers studies. Five new studies are underway, and three more are planned. H-GAC's 2019-2022 Transportation Improvement Program includes funding for a new round of studies. In January 2020, H-GAC issued a competitive call for study partners and convened a five-person evaluation committee comprised of H-GAC staff, Texas Department of Transportation staff, and past study partners to evaluate and rank applications based on H-GAC criteria. This committee recommended three studies to receive \$488,000 in federal funds for Livable Centers Planning.

Current Situation

Based on this evaluation, the committee recommends funding the three studies described below, for a total amount of \$488,000 in federal funding:

City of Clute: study area will be the community's downtown area which lacks access and connectivity to neighborhood amenities and existing transit. The study aims to provide equitable access and connectivity between the study area adjacent neighborhoods with differing economic status.

Cloverleaf: study area is in Harris County Precinct 2, located just north of the Houston Ship Channel bounded by I-10, Beltway 8, Alderson Road, and Evanston Road. This unincorporated area has a high level of economic distress and is a Harris County Target Community. The proposed study area is densely populated but lacks adequate infrastructure to support population growth and provide safe multi-modal connectivity and mobility throughout the area. This Livable Centers study will support the Cloverleaf Community Plan which highlights the need for sustained and equitable community revitalization.

Old Spanish Trail/Palm Center: study area is within the City of Houston between Old Spanish Trail and Griggs Road, from State Highway 288 to Texas Spur 5. The project will focus on developing an equitable framework for community revitalization along its emerging corridors to destinations including Palm Center, Metro rail stops and the Southeast Transit Center, and Brays Bayou/MacGregor Park. The study will evaluate the area as an Emerging Center and Corridor to foster transit-oriented development opportunities, explore the potential for innovative public-private partnerships, improve connectivity and mobility, preserve historic resources, and stimulate equitable economic development along the Old Spanish Trail/Griggs Road Corridor.

H-GAC will be the project manager for the studies and will negotiate with Texas Department of Transportation local government sponsors to develop a detailed scope of service for each study. Each local sponsor will provide a 20% local match, as well as indirect state management costs. Studies are anticipated to begin in October of 2021 and last approximately nine months each.

Funding Source

Federal: \$488,000

Local Participation: \$126,270

Budgeted

Page 2 of 2

Yes

Action Requested

Request authorization of interlocal contracts total not to exceed \$126,270: \$24,840, City of Clute; \$49,680, Greater Southeast Management District; and \$51,750, Harris County Precinct 2. (Staff Contact: Jeff Taebel)

SEABROOK LIVABLE CENTERS STUDY

Background

Establishing Livable Centers is one of the strategies of H-GAC's 2045 Regional Transportation Plan. The aim of this strategy is to create more walkable, mixed-use places that provide alternatives to driving. A total of thirty Livable Centers studies have been completed. Five new studies, including Seabrook, are underway, and three more are planned.

Current Situation

The next Livable Centers study ready to begin is for the City of Seabrook and represents the Program's thirty-sixth study. The overall goal of the study is to create a plan that will enhance pedestrian, bicyclist and transit access; addressing the needs of residents, visitors, property and business owners. A committee of representatives from H-GAC, the Texas Department of Transportation, and the City of Seabrook evaluated four proposals submitted by firms on August 10, 2020. Based on the committee's scoring and evaluation of the proposals and interviews, the recommendation and ranking are shown below:

1. Freese and Nichols
2. AECOM
3. Stantec

Funding Source

Federal and Local

Budgeted

Yes

Action Requested

Request authorization to contract with firms in order ranked to conduct Livable Centers Study for the City of Seabrook; amount not to exceed \$194,000. (Staff Contact: Jeff Taebel)

ATTACHMENTS:

▢ Study Area Map

Cover Memo

Main Street Livable Center Study



ECONOMIC DEVELOPMENT ADMINISTRATION PLANNING GRANT

Background

The Gulf Coast Economic Development District has applied for funding from the Economic Development Administration for 2021-2023. The District's grant amount will be \$210,000 and the term will run for three years from January 1, 2021 through December 31, 2023. H-GAC provides staff support to the Gulf Coast Economic Development District under a Memorandum of Agreement.

Current Situation

Activities to be funded under this grant will include:

- Staffing quarterly meetings of the District's Board of Directors; providing financial and administrative support.
- Providing assistance to member governments and their economic development allies; including data, strategic planning and pursuing grants.
- Producing the monthly *Economic Development Digest* e-newsletter and maintaining the District web page.
- Conducting workshops and special events; and producing publications on emerging economic development issues.
- Updating the regional Comprehensive Economic Development Strategy, as needed.

Funding Source

\$210,000 Economic Development Administration
\$52,500 Houston-Galveston Area Council
\$262,500 Total

Budgeted

No, amends H-GAC budget

Action Requested

Request approval to enter into contract with the Economic Development Administration for planning and coordination activities; amount not to exceed \$262,500. (Staff Contact: Jillian Donatto)

WATER RESOURCES COMMITTEE UPDATE

Background

The H-GAC Board of Directors Water Resources Committee has been working to identify and support flood mitigation projects of regional significance for H-GAC's 13 counties. These include capital investments, special studies, and planning initiatives. Combined, these projects will provide benefits to the entire H-GAC region. The committee is currently meeting monthly to review current project status and potential new projects to include on the H-GAC Priority Flood Mitigation Projects list. This list established a three-tiered system of priorities indicating the level of engagement and support H- GAC could provide.

Current Situation

The Water Resources Committee will meet on September 9, 2020. At this meeting, staff will provide an update on the status of the Coordinated Detention Discharge Pilot Project, as well as review project status and potential new projects for the Priority Flood Mitigation Project List.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of Water Resources Committee recommendations to H-GAC Priority Flood Mitigation Projects list. (Staff Contact: Justin Bower)

H-GAC 2020 ADVISORY COMMITTEE APPOINTMENTS

Background

H-GAC advisory committees are appointed by H-GAC's Board as a whole, based upon nominations from individual Board members and other groups. This month there are nominations to the Aging and Disability Advisory Committee, Houston-Galveston Area Local Development Corporation, Natural Resources Advisory Committee, and the Solid Waste Management Committee.

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of appointments to H-GAC advisory committees. (Staff Contact: Rick Guerrero)

ATTACHMENTS:

- ▯ H-GAC 2020 SEPTEMBER ADVISORY COMMITTEE APPOINTMENTS Cover Memo

H-GAC SEPTEMBER 2020 ADVISORY COMMITTEE APPOINTMENTS

Aging and Disability Advisory Committee

Advise H-GAC Board on needs, services, and programs for older and/or disabled citizens in 12 H-GAC counties (all but Harris).

Nomination received for term expiring May 2021:

Name	Representing	Nominated by
Henry Laas	Waller County	Judge Duhon
Claudia Wicks	Colorado County	Judge Prause

Nomination received for term expiring May 2022:

Name	Representing	Nominated by
Thomas D. Grayson	Montgomery County	Commissioner Riley
Chamane Barrow	Centers for Independent Living	ADAC
Timothy Ornelas	LIDDA	ADAC
Mary Sotelo	LIDDA	ADAC
Kim Sheppard	Veteran Representative	ADAC
Curtis Cooper	Area Agency on Aging	ADAC

Houston-Galveston Area Local Development Corporation

Implement small business loan program by receiving loans for fixed assets; Small Business Administration provides financing.

Nomination received for term expiring May 2022:

Name	Representing	Nominated by
J. L. Kelly	Small Business	Commissioner Riley

Natural Resources Advisory Committee

This committee makes recommendations to the Board on issues related to natural resources in the Gulf Coast Planning Region.

Nomination received for term expiring May 2022:

Name	Representing	Nominated by
Larry D. Corley	Montgomery County	Commissioner Riley

Solid Waste Management Committee

Advise H-GAC Board and its member local governments on solid waste management issues.

Nominations received for terms expiring in May 2022:

Name	Representing	Nominated by
Terry R. Woodson (Primary)	Subregion 1	Commissioner Riley
Scott Graefing (Alt.)	Subregion 1	Commissioner Riley

PROPOSED AMENDMENTS TO H-GAC BYLAWS

Background

Recent events have shed light on the need to update H-GAC bylaws to better prepare and respond to public health crises and natural and manmade disasters.

Article X, Section 2 of H-GAC's bylaws calls for proposed amendments to be fully set out in writing as a ballot, and furnished to each member of the Board of Directors, at least fourteen (14) days in advance of the meeting at which amendments are to be acted upon. Each member of the Board of Directors shall execute and return the ballot in a sealed envelope in accordance with instructions contained in the ballot for tabulation by the Elections Committee. Bylaws may be amended by a three-quarters affirmative majority vote of the Board of Directors.

Current Situation

To ensure business continuity during future public health crises, and natural or manmade disasters, we are proposing the attached bylaw changes. They include:

- Updates number of members on Election Committee from 5 to 7
- Broadens language on ballot process to accommodate current and future remote situations
- Allows temporary authority to empower Board officers and Executive Director to authorize related procurements, or agreements which require immediate action related to federal, state, or locally declared emergency or disaster

Funding Source

N/A

Budgeted

N/A

Action Requested

Request discussion of proposed amendments to H-GAC bylaws and authorization to mail amendment ballots. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

▢ Proposed Amendments to H-GAC Bylaws PDF

BYLAWS OF THE HOUSTON-GALVESTON AREA COUNCIL

ARTICLE V - OFFICES AND ELECTION

Section 2 Officer Nominations

The Chair shall annually appoint an Elections Committee, which shall consist of not less than three, nor more than ~~five~~seven members of the Board of Directors, including any past Presidents or past Chairs currently serving on the Board of Directors. The Elections Committee shall recommend nominees for the offices listed in Section 1 for consideration by the Board of Directors. The Board of Directors will select nominees for Officers not less than one month before the Annual Meeting of the General Assembly.

Section 3 Officer Election

A ballot containing the Board of Directors recommended officer nominees shall be ~~mailed~~provided to each representative of the General Assembly at least fifteen days prior to the Annual Meeting. The Ballot shall allow write-in votes to be cast for each position. Ballots shall be ~~securely sealed and~~ returned to the Elections Committee for tabulation in accordance with the instructions on the ballot form.

Section 4 Ballot Tabulation

The Elections Committee shall receive the ~~sealed~~~~secured~~secured ballots immediately prior to the Annual Meeting. The Elections Committee shall ~~open and~~ tabulate all ballots and shall announce its tabulation at the Annual Meeting. Officers shall be elected by a simple majority of the ballots cast.

ARTICLE VI – BOARD OF DIRECTORS

Section 1 Responsibility and Officers

The Board of Directors shall be the governing body of the Houston-Galveston Area Council. It shall be responsible for the general policies and programs of the Houston-Galveston Area Council and for control of its funds. The Chair of the Houston-Galveston Area Council, or if absent, the Chair Elect, or if absent, the Vice Chair, shall preside at meetings of the Board of Directors. In the event all officers are absent, members present shall designate a presiding officer. The Vice Chair shall also serve as Chair of the Board's Finance and Budget Committee, and shall attest the official actions of the Board as necessary.

In the event of a declared Federal, State, or Local emergency or disaster, and the H-GAC Board of Directors is unable to convene in a duly or special called meeting, H-GAC Board officers, can exercise temporary authority to empower Executive Director to authorize related procurements, or agreements which require immediate action related to

declared emergency or disaster. All agreements, or procurements must be presented for ratification at the next duly or special called meeting of the H-GAC Board.

RESOLUTION HONORING ALAN CLARK

Background

Alan Clark has served the Houston-Galveston Area Council since January 24, 1983 first as a transportation planner and then becoming Director for the Houston-Galveston Area Council's Metropolitan Planning Organization. Alan has led a team that developed the region's multimodal transportation plans, travel demand management solutions and programs to improve air quality and hurricane evacuations.

Current Situation

Alan has elected to retire after 37 years of distinguished public service. We present the following resolution in honor of his service to this agency and to the region.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of resolution honoring the service of H-GAC Director of Transportation Alan Clark to H-GAC and the region. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

▢ Resolution Honoring Alan Clark

PDF



RESOLUTION

RECOGNIZING AND HONORING THE SERVICE OF ALAN CLIFFORD CLARK.

WHEREAS, Alan Clark has served the Houston-Galveston Area Council since January 24, 1983 first as a transportation planner and then becoming Director for the Houston-Galveston Area Council's Metropolitan Planning Organization leading a team that developed the region's multimodal transportation plans, travel demand management solutions and programs to improve air quality by coordinating the Houston-Galveston area's response to mandates contained in the Clean Air Act Amendments of 1990; and

WHEREAS, his history in transportation planning for the region began with his work as a transportation planner for the Metropolitan Transit Authority of Harris County and as a traffic engineering consultant; and

WHEREAS, Alan Clark dedicated his career to reducing roadway fatalities through innovative safety programs, and helping establish Houston TranStar, a regional transportation and emergency management system of highway, traffic management, police, and safety; and

WHEREAS, Alan Clark coordinated the development of an improved regional hurricane evacuation plan, including traffic management incorporating contraflow lanes on major freeways leading north and west from the Houston region; and

WHEREAS, he has held leadership roles in the Transportation Research Board and Association of Metropolitan Planning Organization and serving on the Texas A&M Transportation Institute's Advisory Board and the Advisory Board for Texas Southern University's Center for Transportation Research; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Houston-Galveston Area Council that Alan Clark be commended for his distinguished service to local governments, the region, and the Houston-Galveston Area Council and that the Houston-Galveston Area Council extends to him its gratitude for his service and wishes him continued success in all his future endeavors.

UNANIMOUSLY PASSED AND APPROVED, this 15th day of September 2020 by the

BOARD OF DIRECTORS
HOUSTON-GALVESTON AREA COUNCIL

RESPONSE TO COVID-19 PANDEMIC

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

No action requested. For information only. (Staff Contact: Chuck Wemple)

H-GAC SPOTLIGHT - WORKFORCE ACTIVITIES

Background

N/A

Current Situation

For more information about this program, please contact Mike Temple at mike.temple@wrksolutions.net or 713-993-4524.

Funding Source

N/A

Budgeted

N/A

Action Requested

No action requested. For information only. (Staff Contact: Mike Temple)

2020 MID-YEAR REPORT

Background

Twice per year, H-GAC produces a report on agency productivity and performance.

Current Situation

The 2020 Mid-Year Report reflects planned versus actual progress at this point in the year. The report is based upon planned outcomes and performance measures included in the 2020 H-GAC Budget and Service Plan. The report also includes an analysis of progress made toward achieving goals and objectives.

Funding Source

N/A

Budgeted

N/A

Action Requested

No action requested. For information only. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

▢ 2020 Mid-Year Report

MS Word



Mid-Year Report 2020

As of July 15, 2020

Houston-Galveston Area Council

Mid-Year Report – 2020

As of July 15, 2020

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PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Administration			
Project: Communication			
Implement a regional public outreach campaign for the 2020 Census.	The Houston-Galveston Area Council will conclude a comprehensive, regional public outreach campaign for the 2020 Census at the end of September. The campaign outlined strategies and tactics to target hard-to-count populations primarily in the 12 counties surrounding Harris County. Outreach tactics included a radio campaign with an emphasis on the Hispanic communities, a digital advertising campaign, a social media campaign, e-marketing and newsletters, website resources and an outreach toolkit, presentations, and a direct mail campaign. A partnership with our Houston-Galveston Area Council Board of Directors along with faith-based and community organizations, helped to expand our outreach efforts. Internal collaboration with our Workforce Solutions and aging teams, transportation, community and environmental, data services, and public services also afforded us the opportunity to expand our reach.	Achieving	Houston Endowment
Project: Government Relations			
Move to virtual meetings and webinars to engage and inform local member governments.	H-GAC Administration began its use of the Zoom platform in April to host the H-GAC monthly Board and committee meetings. In addition, the team coordinated and hosted a series of virtual COVID-19 Municipal Response Roundtables in April to provide a platform for local governments to discuss the challenges and policies enacted to address the needs of their citizens and employees. City Mayors and City Managers participated on behalf of 27 cities with 43 individuals in attendance. The team also assisted the GCEDD with outreach and engagement for its webinar on the CARES Act funding for local governments; 59 attendees participated in the June 18, 2020 event. Additionally, the video recording on GoToWebinar was viewed 33 times.	Achieving	H-GAC

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Administration			
Project: Procurement			
Procurement Cost Savings	The Procurement and Contracts program constantly seeks cost saving opportunities on a daily basis when performing procurement transactions for the agency. As of this mid-year update, a cost savings of \$19,611.05 has been accomplished.	Achieving	Various

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Aging			
Project: Administration			
Ensure Area Agency on Aging and Aging and Disabilities Resource Center meet or exceed federal and state performance measures.	The Area Agency on Aging (AAA) and Aging and Disability Resource Center (ADRC) meets Federal and State performance measures.	Achieving	Older Americans Act Title III
Support the Aging and Disability Advisory Committee in its planning and oversight of programs and services.	The AAA and ADRC meets bi-monthly with its Advisory Committee in its service area planning and oversight of programs and services.	Achieving	Older Americans Act Title III
Complete and implement a regional strategic plan for aging services.	Completed the AAA's regional Area Plan. Area Plan was approved by the Board May 2020.	Achieving	Older Americans Act Title III
Project: Nutrition and Transportation			
Through the network of community providers, meet nutrition needs for at least 5,100 older individuals and carry out medical and errand transportation service for at least 850.	The Area Agency on Aging has provided 6,573 program participants with congregate and home delivered meals and provided transportation trips for 359 participants. The pandemic has increased the demand for meal delivery services and had a negative impact on transportation services.	Achieving	Older Americans Act Title III
Project: Direct Services			
Provide eligible older individuals with home repair, personal assistance, and medical support through staff case managers.	The Area Agency on Aging has provided 83 unduplicated persons with residential repair, 145 unduplicated persons with personal assistance and 94 persons with health maintenance and medical supplies and support.	Achieving	Older Americans Act Title III
Project: Education and Information			
Provide at least 2,000 health and awareness contacts for older individuals and caregivers.	Staff and service provider provided health classes to 106 unduplicated clients, resulting in 487 direct service contacts. Due to mandatory social distancing rules, service delivery declined. Virtual health awareness classes began in August 2020.	Not Achieving	Older Americans Act Title III

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Aging			
Educate 6,000 individuals and caregivers with public benefit information, helping 1,000 older individuals and individuals with disabilities enroll in Medicare.	The benefits counseling team provided education to 1,466 individuals through 24 events. This performance is below planned performance. All educational events, health fairs, and enrollment events were cancelled due to the pandemic. Benefits counselors have begun to provide virtual outreach programs as an approach to help achieve this goal. The benefits counseling team assisted 708 older individuals and individuals with disabilities with unbiased and individualized help with Medicare.	Not Achieving	Older Americans Act Title III
Assist at least 3,000 older individuals, individuals with disabilities, and their families to access services through information, referral, and follow-up.	5,159 individuals with disabilities, older individuals, and family caregivers have been given information, assistance, and referral.	Exceeding	Older Americans Act Title III
Project: Advocacy			
Visit and engage residents and staff in at least 1,700 long-term care and assisted living facilities to advocate for residents' needs and help resolve complaints.	Due to the pandemic, the Ombudsman program was only able to conduct facility visits for Jan 1 – March 10, 2020 where ombudsmen conducted 174 visits to 76 nursing homes and 235 visits to the 285 assisted livings facilities in the area. Ombudsmen have maintained constant contact with facilities through email and phone calls. State Performance Measures were adjusted to reflect this challenge.	Not achieving	Older Americans Act Title III

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Solid Waste Management			
Conduct long range solid waste planning activities for region including development of regional plan.	A subcommittee of the Solid Waste Management Committee was formed to guide the update of the Regional Solid Waste Management Plan. H-GAC staff and the committee have developed and distributed a survey to local governments in the region to gather information regarding waste, recycling, disaster debris preparedness, and illegal dumping enforcement programs. To date, 15 communities have completed the survey. Efforts of staff and the committee have also focused on gathering waste and recycling data for the region and developing goals and objectives to guide the region's materials management efforts over the next 20 years.	Achieving	Texas Commission on Environmental Quality (TCEQ)
Provide storm debris response and management technical assistance to local governments.	Promoted new Environmental Protection Agency (EPA) storm debris tool via direct email, Community and Environment (C&E) Newsletter and H-GAC website.	Achieving	TCEQ
Provide technical assistance on outreach and operations to local recycling programs.	Launched a COVID-19 survey on July 9, 2020 to gain a better understanding of waste generation post pandemic. Received 18 responses from New Gen Strategies, Stage Coach, Sugar Land, Huntsville, Clear Lake Shores, Clean Harbors, Humble, Harris County, Bellaire, Nature's Way Resources, JD Metals, Lake Jackson, Novus Systems, LaPorte, BK Killian, Cherry Companies, and TCEQ. Held Solid Waste Enforcement Workshop on March 5, 2020 with 52 attendees. Held a Solid Waste Recycling Workshop (Online) on May 21, 2020 with 45 attendees. Added Overcoming Recycling Challenges to the H-GAC website.	Achieving	TCEQ
Project: Regional Water Quality Programs			

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Provide water quality monitoring support and coordination at 300+ locations throughout the region.	Provide support and coordination of water quality monitoring at over 300 locations throughout the region with 6 local partners.	Achieving	TCEQ
Continue to update wastewater treatment plant and On-site Sewage Facility (OSSF)databases.	Updating wastewater treatment plant (over 800 facilities) and OSSF (over 100,000 facilities) databases.	Achieving	TCEQ
Repair or replace failing On-site Sewage Facilities for low income residents.	Provided repairs or replacement of on-site sewage facilities at 39 homes in the region.	Achieving	TCEQ
Complete final report for Water Quality Management Planning Activities, August 2020.	Draft Report completed in July. Final report scheduled for approval by Natural Resource Advisory Committee on August 6, 2020. Scheduled for acceptance at H-GAC Board on August.	Achieving	TCEQ
Project: Watershed Protection Planning and Implementation			
Coordinate Trash Bash activities at 16 locations throughout the region, March 2020.	Coordinated Trash Bash Event for all locations. Event had to be cancelled due to the COVID-19 pandemic.	Not Achieving	Galveston Bay Estuary Program (GBEP)/Texas Conservation Fund
Conduct meetings with stakeholders in the San Jacinto-Brazos and Brazos-Colorado Coastal Basins to discuss appropriate implementation strategies for reducing bacteria in select watersheds, August 2020.	Held four stakeholder meetings in the San Jacinto-Brazos Coastal Basin and three stakeholder meetings in the Brazos-Colorado Basin. The meetings support development of bacteria reduction plans within the Chocolate Bay, Oyster Creek and Caney Creek watersheds. Stakeholders were encouraged to participate in selecting voluntary measures to reduce bacteria.	Achieving	TCEQ
Complete Watershed Characterization for the Cotton Bayou Watershed, August 2020.	The draft Cotton Bayou Characterization Report was completed and submitted to the TCEQ. Staff gathered and analyzed data, including soliciting input from local stakeholders. Staff is waiting on comments from the TCEQ, before finalizing the document.	Achieving	TCEQ

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Work with stakeholders in six coastal communities to develop and utilize outreach tools to reduce nonpoint sources of pollution.	Worked with stakeholders in six coastal communities to develop an entire suite of public outreach tools that are available on the Coastal Communities Website. Tolls include information and materials about pet waste, on-site sewage facility care and maintenance, fats, oils and grease and proper trash collection and disposal.	Achieving	TCEQ
Continue Bacteria Implementation Group (BIG) coordination, submit annual report of implementation activities to BIG and TCEQ, October 2020	Conducted one-on-one meetings with BIG stakeholders to assess implementation. Held Spring Stakeholder meeting on June 2, 2020. Additional work group meetings were carried out in July 2020 to further gather implementation efforts. Completed data collection and analysis for the annual report. The annual report is being drafted in August 2020.	Achieving	TCEQ
Conduct Modeling and work with stakeholders to complete a Watershed Protection Plan for Cypress Creek, September 2020.	Modeling work is complete, and a draft watershed protection plan is in development with stakeholders, with an expected September delivery date. Participation has been excellent. H-GAC is working with partners to pursue activities and coordinate on local efforts (forestry, flood mitigation, etc.).	Achieving	TCEQ
Conduct modeling and work with stakeholders to begin the development of a Watershed Protection Plan for Spring Creek.	Preliminary stakeholder outreach and a kickoff meeting have been completed. The draft technical modeling work is complete and ready for stakeholder review. Participation is good across stakeholder categories.	Achieving	TCEQ
Project: Economic Development			

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Provide technical assistance to municipalities and organizations with Opportunity Zones to drive private investment.	Mapped and identified opportunity zone locations with past and future planning studies, including Livable Centers. Assisted some Economic Development Administration (EDA) applicants (including HOPE Clinic, Connect Community, San Jacinto Community College) with close proximity to opportunity zones considering project benefits in adjacent opportunity zones, in alignment with EDA investment priorities. With the uncertainty of the financial markets, interest in Opportunity Zone investments has waned, and the focus of the Economic Development District has shifted to technical assistance to mitigate the unprecedented economic crisis caused by the COVID-19 pandemic.	Achieving	EDA
Begin implementation of the recommendations from the Broadband Plan in one community in the region.	The Regional High-Speed Internet Strategy was approved by the Gulf Coast Economic Development District (GCEDD) and H-GAC Boards of Directors. Began working with Waller County to explore the potential for a public-private partnership with the San Bernard Electrical Coop and provided support on a potential EDA investment in the City of Dayton. Worked with Connected Nation Texas to promote broadband surveys to assess and map internet service gaps in Liberty, Walker, and Wharton counties.	Achieving	EDA

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Seek EDA investments into the region through the Economic Development Assistance Program and Regional Innovations Strategies Program through technical assistance in the applications process.	The GCEDD has provided support to communities throughout the region on matters related to economic recovery from the COVID-19 pandemic, including a webinar on the CARES Act funding for local governments; 59 attendees participated in the June 18, 2020 event. Additionally, the video recording on GoToWebinar was viewed 33 times. The GCEDD presented on the development of our Regional Economic Resilience Plan to the National Association of Development Organizations Transportation Conference and “Summer with the CEDS” web series. Implemented Economic Recovery Resources - Weekly Update in April to help our local partners stay on top of new funding opportunities. Staff has provided grants technical assistance for approximately 50 projects.	Achieving	EDA

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Community Planning			
Promote regional floodplain, open and natural areas and conservation planning.	H-GAC has continued to host and facilitate quarterly meetings of the Regional Flood Management Committee and the Water Resource Committees as Board subcommittees and regional roundtables for floodplain managers and water decision-makers. H-GAC worked with Judge Sylvia of Chambers County and other Cedar Bayou Watershed stakeholders to forward the Cedar Bayou Initiative to support resiliency projects in the area. H-GAC staff has provided direct support for member governments in identifying flood project funding opportunities related to the Texas Water Development Board (TWDB) Flood Infrastructure Fund and Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) funding. The H-GAC Board approved H-GAC to apply to be the San Jacinto River Basin Regional Flood Planning Group sponsor (TWDB decision pending). H-GAC has worked with the Houston Endowment to develop a Regional Conservation Framework to identify opportunities and challenges in promoting conservation practices in local government operations and planning. H-GAC held listening sessions for 12 of 13 counties and developed a series of technical resources to support member governments thus far. H-GAC has also continued to promote urban natural areas with direct support to the City of Houston and Harris County Precinct 1 on urban forestry-based elements of source water protection and conservation planning.	Achieving	Local and Houston Endowment

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Enhance local government capacity and knowledge relating to resilience and community planning through workshops and technical assistance.	Developed tools and datasets to assist member governments in navigating the economic impacts of the COVID-19 pandemic. Provided a rapid forecast of sales tax impacts and economic recovery scenarios for local governments. Working with five local governments to facilitate development of local government corporation to assist selected local governments with Rails-To-Trails work. Have held three Bringing Back Main Street roundtables with 131 attendees. Have held three Parks and Natural Areas roundtables with 98 attendees. In the process of developing an agenda for the 2 nd Annual Rural and Small Town Downtown Revitalization Summit (October 27, 2020).	Achieving	Local
Continue regional housing plan efforts, such as hosting additional meetings; implementation of select plan recommendations; and potentially incorporating Harris County.	Developing best practice document relating to housing and resilience. Document is in draft form. Developing housing toolkit for local governments. H-GAC was been in conversation with Harris County and the City of Houston as they have launched a combined study of housing that will take place over the next 18 months. Several of the plan recommendations have been delayed by the COVID-19 pandemic.	Achieving	Local

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Livable Centers			
Conduct training workshop/technical assistance for local governments on implementing Livable Centers strategies.	In the process of developing the 2020 Livable Centers Workshop. The workshop will focus on parking and is scheduled for September 18, 2020. Conducted economic development evaluation of past livable center studies to identify future opportunities for project development; currently working on best practices and economic development toolbox. Mapped and identified vulnerable population overlay with past and future Livable Centers Partners. Mapped and identified opportunity zone locations with past and future Livable Centers Partners. Identified associated project recommendations and summarized for future incubation to prepare for new funding.	Achieving	Texas Department of Transportation (TxDOT)
Manage contracting for Livable Centers studies and select projects for FY2020 Call for Partners.	Completed one Livable Centers study (North Houston/GreensPoint) and four studies are underway (City of Pasadena, Eastwood, Montrose TIRZ, and City of Angleton). One study is in final phases of contract negotiations (East Aldine) and one is in final phases of procurement (Seabrook).	Achieving	TxDOT
Work with project Livable Centers study sponsors to prioritize projects and promote development patterns that improve safety, increase access to high speed transit, encourage walking and bicyclist opportunities, and support environmental justice.	Issued Call for Livable Centers Partners in October 2019. Applications are managed in two phases with a Notice of Intent due in December 2019 and all final applications due January 2020. Three viable applications were notified in March and funding amounts were negotiated in April 2020. Final local partner selection is anticipated to begin in the fall of 2020.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Socioeconomic Modeling			
Release the updated forecast of population, jobs, and land use.	Updated 2019 announced and planned development events. Significant progress was made in developing 2020 model parcels and model buildings database necessary for the next forecast release.	Achieving	TxDOT
Provide analytical support to Transportation Department and staff of other H-GAC programs on long-range planning and special projects.	Analytical support has been provided to the long-range planning and transit planning transportation programs, to economic development, sustainable development, and water resources programs. Completed the final draft report on Transportation Resilience and Durability to Extreme Weather Events. The report is currently under review by the Federal Highway Administration	Achieving	TxDOT
Provide data and technical assistance to local governments, public, private, non-profit organizations, and academic institutions on socioeconomic data issues.	Information support was provided to local governments and to consultants working for local governments. Socioeconomic data from the United States Census, United States Bureau of Labor Statistics, and other sources was made available for viewing and downloading on the H-GAC website. Presented at the US Census LED webinar on Job-to-Job flows in the Houston Region.	Achieving	TxDOT
Maintain and update databases and online web mapping applications with socioeconomic and land use data from federal, state, and local sources.	Databases are updated in a timely manner. The staff updated and developed new interactive mapping applications for accessing Socioeconomic, Transportation, and Resilience data. The new applications include Regional Resilience Tool, Regional Commute Flow Map, and 2019 Regional Crash data (3D).	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Project: Geographic Data Workgroup			
Facilitate, coordinate, and sponsor monthly Geographic Data Workgroup meetings.	Coordinated and hosted monthly Geographic Data Workgroup meetings at H-GAC and through virtual meeting since April 2020.	Achieving	Data Sales
Facilitate the quarterly Houston Area Arc Users Group meetings.	Due to the COVID-19 pandemic, these activities have been either delayed or cancelled.	Delayed	Data Sales
Cooperative purchase of regional Business and Household databases.	Completed the cooperative purchase and distribution of the 2020 Business and Household data to 14 contributing cost-share partners.	Achieving	Interagency Cooperative Purchase
Begin distribution process for cooperative purchase of the 2020 regional aerial imagery.	Started distributing the newly acquired 2020 regional aerial imagery to 40 contributing partners.	Achieving	Interagency Cooperative Purchase
Maintain and update STAR*Map (Southeast Texas Addressing and Referencing Map).	Perform daily updates and improvements to the STAR*Map regional centerline and address point datasets using various sources.	Achieving	Maintenance Subscribers
Coordinated and sponsored the Houston Regional GIS Expo and the Houston Area GIS Day.	The Houston Regional GIS Expo was cancelled due to the COVID-19 pandemic. The Houston Area GIS Day will be held virtually in November 2020.	Delayed	Sponsorship
Manage current and historical aerial imagery acquisition, providing a platform and workflow for sharing Geographic Information System (GIS) data and analysis via online services, and supporting the GIS needs of H-GAC users and member agencies.	The maintenance to the agency GIS geodatabase and historical aerial imagery is performed routinely and the acquisition of updated aerial imagery is performed biennially.	Achieving	Data Sales

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Project: Workforce IT Support			
Provide technical and Wide Area Network support for over 900 users in twenty-eight (28) Workforce Solutions career offices in the H-GAC region.	Monitoring the Workforce Solutions wide area network operation and remedying issues by escalating trouble tickets to the network provider, repairing and replacing network equipment as needed.	Achieving	Texas Workforce Commission (TWC)
Facilitate data circuit adds, moves, and or changes for the Workforce Solutions career offices.	Responsible for ordering, installing, configuring, and connecting the new wide-area-network data circuits for new and relocated Workforce facilities.	Achieving	TWC
Maintain and update Workforce Solutions network account database, e-mail and web services.	Administering Workforce staff and contractors' emails and security needs by attending to requests for new accounts, deactivation, edits by managing the LISO (Local Information Security Officer) database.	Achieving	TWC
Maintain and provide Office 365 technical support including e-mail, SharePoint, OneDrive, and extranet services for over 900 Workforce Solutions centers employees.	Providing technical support to 900 Workforce Solutions employees including Office 365, SharePoint extranet, and OmniLert emergency notification systems. Implementing and enforcing security system policies.	Achieving	TWC
Host and maintain Childcare Financial Assistance program's web application and database.	Performing routine maintenance and backup of Childcare vendor portal. Worked with Workforce consultant to gain remote access on an as needed basis for edits, troubleshooting and bugs fixes.	Achieving	TWC
Project: Geographic Information System (GIS) Administration			
Provide GIS support, guidance, and capabilities to H-GAC GIS users. This includes developing innovative and industry best practices using our GIS software that can enable more efficient workflows and processes.	Performing maintenance to the agency enterprise GIS and data. Provide routine support, communication and encourage of GIS best practices. Facilitate ongoing GIS trainings for users to learn new and improve current skills using GIS software.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Maintain agency enterprise Global SDE GIS database to ensure internal GIS users have access to current data and the public access through digital download and online map services.	Continuous maintenance to the agency GIS data layers for distributing and sharing via online portal. Developing and organizing a new interface to improve GIS data downloads from the agency's web portal.	Achieving	Allocated Grant Funds
Continue to expand usage of ArcGIS Online site to H-GAC users that can benefit from web mapping applications and capabilities.	Set up GIS projects web sites and online maps for GIS users internally and externally. Developing new interface to improve GIS data sharing and online map usage for the agency.	Achieving	Allocated Grant Funds
Work with H-GAC departments that have not traditionally used GIS to put data into a geographic format that allows for a geographic perspective.	Produced digital mapping online mapping applications, and statistical dashboards for various projects including the COVID-19 pandemic of the H-GAC's 13-county region.	Achieving	Allocated Grant Funds
Provide and coordinate on-site and online GIS training opportunities for both GIS and non-GIS users at H-GAC as well as the public GIS community in the region.	Facilitated GIS trainings planning for H-GAC and the Geographic Data Workgroup in the region. The remainder of the 2020 training classes will be held virtually due to the COVID-19 pandemic.	Achieving	Allocated Grant Funds
Project: Information Technology Network Support			
Develop strategic plans for agency's information technologies to support various programs need and to keep up with industry standards and trends.	Modified network configurations to support all H-GAC's staff remote work environment using Virtual Private Network (VPN) technology. Developed guidelines for staff to access their work desktops to perform their work remotely. Deployed Microsoft Teams meeting, provided training and guidance to all staff. Revised onboarding process for new staff who would normally be in the office. Assisted Human Resource to use DocuSign e-signature to retrieve signatures of new staff.	Achieving	Allocated Grant Funds
Maintain agency's network infrastructure, telecommunication services and enterprise data management.	Increased Internet bandwidth and upgraded VPN capacity to accommodate access for all 286 employees to remotely work from their homes during the COVID-19 pandemic. Enhanced and upgraded the ShoreTel telephone communication system for keeping H-GAC employees stay connected to external customers and the public while working remotely.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Maintain agency's server and desktop computing environment.	Developed strategy for supporting desktop computers from staff's home offices due to the uncertainty of the COVID-19 pandemic in the region. Distributed laptops to maintain productivity and connectivity during remote work due to the COVID-19 pandemic.	Achieving	Allocated Grant Funds
Provide applications support and helpdesk services.	Provided trainings on usage of Microsoft Teams to facilitate and promote in-person communication in a remote environment. Continue to provide support to staff over VPN connection and adjust to a remote work environment.	Achieving	Allocated Grant Funds
Maintain and support agency accounting system, email services, document management system and a host of databases.	Provided support, maintenance, and backup of critical agency systems and services. Collaborated with the Finance department and consultant on various projects: Agiloft contract management system, Sage human resources management system, and Electronic payments of invoices.	Achieving	Allocated Grant Funds
Maintain and support a host of applications and web services for both internal and external users.	Provided support and maintenance of web servers and GIS applications consumed by our partners and region.	Achieving	Allocated Grant Funds
Continue to maintain, update and improve agency business contingency and disaster recovery plan.	Contracted with Data Foundry for hosting equipment at the Houston 2 Data Center. The new service will include network expansion with higher bandwidth and increased power capacity to house H-GAC's core services and the Workforce wide area network and ensure high availability.	Achieving	Allocated Grant Funds
Project: Website Support			
Update and maintain agency websites, Intranet and disaster recovery website in terms of currency and operability.	Continue to maintain the content and health of the H-GAC and Commute Solutions websites through daily content management tasks. Completed a comprehensive audit of the H-GAC website's content and implemented various improvements.	Achieving	Allocated Grant Funds
Continuous template and functionality improvements on the H-GAC website.	Developed new interactive elements of the H-GAC website and improved existing elements.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Provide technical support and training to agency staff to update and edit the website contents.	Continue to support content editors in using the content management system to update the H-GAC website and provide support to the HGACBuy web development.	Achieving	Allocated Grant Funds
Provide data and analysis of website information to identify trends and make data driven decisions.	Created web analytics reports for various agency groups to inform them of the performance of their website content and help guide them in creating new content or revising existing content.	Achieving	Allocated Grant Funds
Manage web projects with consultant for various departments throughout the agency.	Worked with Local Development Corporation to develop online application for Harris County Forgiveness Loan Program. Working with consultant on implementing a new content management system (CMS). The new CMS will enhance webmasters and editor's ability to improve website designs in creating web content.	Achieving	Allocated Grant Funds
Project: SharePoint Support			
Provide support and create feature improvements for SharePoint sites throughout the agency.	Continue to optimize agency's SharePoint environment by developing web forms and workflows to improve business processes. Developing an information retention policy to align with record retention requirements.	Achieving	Allocated Grant Funds
Create and maintain Intranet and Extranets for departments and program staff for collaborating and conducting business with outside agencies.	Developed extranet sites for various programs to facilitate online collaboration with external partners and vendors. Continued to maintain account database and access to ensure proper information security.	Achieving	Allocated Grant Funds
Created online apps and workflows using Office 365 to accommodate H-GAC's internal business process as well as collaborating with external contractors.	Continue to develop web forms to improve internal and external business processes and to centralize the collection of data for reporting functions.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Provide support for the agency's Contract management system, Agiloft, and the e-signature solution, DocuSign. The process helped H-GAC attain its goal in being a more paperless agency.	Expanded the use of electronic signature workflow to improve signatory process in a remote work environment.	Achieving	Allocated Grant Funds
Provide support, permission access, and create feature improvements for Workforce Offices SharePoint sites	Continue to optimize Workforce Solutions SharePoint environment by developing new web forms to improve business processes and workflows, including access management to ensure proper information security.	Achieving	Allocated Grant Funds
Project: 9-1-1 Emergency Communications District			
Maintain answering point equipment in all eight counties to provide display of location and phone number information from wireline, wireless Phase II, and Voice over Internet Protocol (VoIP) calls.	Staff continues to maintain answering point equipment in all eight counties to provide display of location and phone number information from wireline, wireless Phase II, and Voice over Internet Protocol (VoIP) calls.	Achieving	9-1-1 Service Fee
Maintain and provide technical assistance Mapped ALI data.	Staff continues to maintain and provide technical assistance for Mapped ALI data.	Achieving	9-1-1 Service Fee
Conduct regional TDD and telecommunicators training classes.	Regional Telecommunications Device for the Deaf (TDD) and telecommunicators training classes are on hold due to the COVID-19 pandemic.	Delayed	9-1-1 Service Fee
Maintain, support, and enhance 9-1-1 mapping for eight (8) rural counties databases.	Staff continues to maintain, support, and enhance 9-1-1 mapping for eight rural counties databases.	Achieving	9-1-1 Service Fee
Standardize 9-1-1 data for eight (8) rural counties in compliance with the National Emergency Number Association (NENA) data standards for Next Generation 9-1-1 GIS data.	Staff continues to work on standardization of 9-1-1 data for eight (8) rural counties in compliance with the National Emergency Number Association (NENA) data standards for Next Generation 9-1-1 GIS data.	Achieving	9-1-1 Service Fee

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Provide GIS data updates to each of the 23 Public Safety Answering Points (PSAPs) using replication to distribute the updates. Continue data replication workflow for base map data distribution to each dispatch call center and county coordinators and receive updates for 9-1-1 GIS geospatial data.	GIS updates are being provided to the 23 Public Safety Answering Points.	Achieving	9-1-1 Service Fee
Conduct field tests for Wireless Network Performance for all 23 PSAPs to ensure proper 9-1-1 call routing and maintenance of regional cell tower data.	Necessity for field testing is considered on a case-by-case basis due to the COVID-19 pandemic.	Delayed	9-1-1 Service Fee
Update and maintain 9-1-1 geospatial digital base maps for the regional enhanced 9-1-1 system the ability to accurately map wireless and landline emergency calls.	Staff continues to update and maintain 9-1-1 geospatial digital base maps for the regional enhanced 9-1-1 system the ability to accurately map wireless and landline emergency calls.	Achieving	9-1-1 Service Fee
Provide ongoing technical support and training to rural county 9-1-1 addressing coordinators for all GIS software applications.	Staff continues to provide ongoing technical support remotely. Training for rural county 9-1-1 addressing coordinators for all GIS software applications is performed remotely if necessary. Field site visits are suspended due to the COVID-19 pandemic.	Achieving	9-1-1 Service Fee
Maintain and update rural county base maps with new roads and address information	Staff continues to work with rural county 9-1-1 addressing coordinators to maintain and update rural county base maps with new roads and address information	Achieving	9-1-1 Service Fee
Expand ArcGIS Server platform to support H-GAC 9-1-1 web-based data development Processes.	Expansion of the ArcGIS Server platform to support H-GAC 9-1-1 web-based data development Processes is on hold for on-going resolution of technical issues with the software.	Delayed	9-1-1 Service Fee

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Human Services			
Project: Board Administration			
Support Workforce Board's planning and oversight activities.	Updated strategic plan with annual performance targets and provides regular oversight reports on workforce system operations.	Achieving	TWC
Ensure workforce system meets or exceeds Workforce Board, federal and state performance measures.	Meeting 25 of the 40 Workforce Board and federal/state performance measures. The ability of staff and individuals in the Gulf Coast region has been significantly hindered by the COVID-19 pandemic. We continue to work with contractors to improve virtual service delivery and offer innovative solutions for service delivery to meet individual needs.	Not achieving	TWC
Expand community awareness for Workforce Board and Workforce Solutions.	Workforce Solutions is becoming recognized as the source for information on the job market and expert advice on looking for work. We now have weekly segments with both ABC 13, FOX 26, and we field inquiries from other media outlets regularly. In total, Workforce Solutions has appeared in over 200 media stories since the COVID-19 pandemic began, with an estimated advertising value of well over \$6 million. With an average of 30,000 views per week, the Facebook Live segments with ABC 13 have helped expand our social media reach. We now have nearly 12,000 followers across Facebook, Instagram, Twitter and LinkedIn.	Exceeding	TWC
Project: Workforce Solutions Operations			
Serve at least 28,500 businesses and 400,000 people.	We have served 19,829 businesses and over 500,000 people	Achieving	TWC
Ensure at least 77% of individuals enter employment.	85.3% of customers entered employment.	Exceeding	TWC

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Human Services			
Ensure at least 37% of all customers increase their earnings by 20% after service.	32% customers increased their earnings after service. This is an increase from prior year performance. We continue to build toward the Workforce Board's goal of 37%.	Achieving	TWC
Help at least 75% of individuals pursuing education earn a credential.	We have assisted 81.3 % of individuals pursuing education earn a credential	Exceeding	TWC
Create at least 3,300 new jobs through partnering with economic development and local business organizations.	Created 1,367 new jobs through partnering with economic development.	Not achieving	TWC

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Project: Regional Law Enforcement Training			
Provide 85,000 contact hours of training.	Training has been delayed due to the COVID-19 pandemic.	Delayed	Office of the Governor
Conduct two Basic Peace Officer Certification classes and 130 in-service courses.	Two classes are in progress.	Delayed	Office of the Governor
Provide coordination of Advanced Law Enforcement Rapid Response Training (ALERRT) equipment and training within the H-GAC region.	Training has been delayed due to the COVID-19 pandemic.	Delayed	Office of the Governor
Provide training on fraud and skimmers. Training will include use of skimmer detection equipment and credit card readers.	Training has been delayed due to the COVID-19 pandemic.	Delayed	Texas Department of Agriculture
Project: Criminal Justice Planning			
Develop priority funding lists for four criminal justice funding initiatives.	Created FY 2021 priority funding lists for the following Requests for Applications: 1. Direct Victim Services - 72 projects. 2. Violence Against Women - 12 projects. 3. Juvenile Justice - 26 projects. 4. Criminal Justice - 41 projects. Completed priority lists were submitted to the Board on June 16, 2020.	Achieving	Criminal Justice Division (CJD) Interlocal Agreement
Prepare FY 2021 Regional Criminal Justice Plan.	Community planning meetings for 12 counties will begin in October 2020.	Achieving	CJD Interlocal Agreement
Conduct eight H-GAC application workshops on criminal justice grant funding.	Conducted 10 FY 2021 grant application workshops and one webinar in January 2020.	Achieving	CJD Interlocal Agreement

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Provide technical assistance to grant applicants and grantees.	Provided 225 hours of technical assistance to grant applicants and grantees.	Achieving	CJD Interlocal Agreement
Support development of regional programs.	Supporting Law Enforcement training, Advanced Law Enforcement Rapid Response Training, Juvenile Mental Health, Elder Abuse	Achieving	Law Enforcement Grant, Juvenile Grant, Violence Against Women Grant
Develop strategic plan for the H-GAC region.	Completed Criminal Justice Strategic Plan on June 28, 2020.	Achieving	CJD Interlocal Agreement
Project: Juvenile Regional Mental Health Services			
Provide 450 hours individual counseling for Juvenile Probation Departments in the region.	Currently provided 168 hours of individual counseling for Juvenile Probation Departments in the region.	Achieving	Juvenile Grant
Provide 225 hours of group counseling for Juvenile Probation Departments in the region.	Currently provided 96 hours of group counseling for Juvenile Probation Departments in the region.	Achieving	Juvenile Grant
Provide 125 mental health evaluations for Juvenile Probation Departments in the region.	Currently provided 193 mental health evaluations for Juvenile Probation Departments in the region.	Exceeding	Juvenile Grant
Project: Elder Justice Program			
Get Multi-Disciplinary Teams in Fort Bend, Galveston and Montgomery counties fully operational in terms of reviewing complex cases of elder abuse and coordinating services.	Project was launched with 100% funding from a Victims of Crime Act (VOCA) grant, whose use is restricted to direct victim services. Many prerequisites for operating Multi-Disciplinary Teams (e.g. training, development of information-sharing protocols, etc.) can only be accomplished using another source of funds. H-GAC has applied for a Violence Against Women Act (VAWA) grant that will, if awarded, underwrite these threshold activities starting September 1, 2020.	Delayed	Violence Against Women Act

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Conduct intensive campaign of 24-48 community outreach sessions to educate about resources available to seniors in formats aimed at both potential clients/families, professionals, and non-profit/partner agencies.	Goals were partially met (11 sessions) prior to the pandemic-related shut down. Currently rethinking delivery of outreach sessions due to COVID-19 as a significant portion of target audience of seniors is neither equipped nor appropriate for virtual outreach.	Delayed	Victims of Crime Act
Build out a service model, similar to Will-A-Thon, for combining group and individual services to elders who are being victimized by credit card abuse, identity theft and other third-party scams.	Successfully developed an efficient service-delivery model for elder victims of financial exploitation. With our focus on direct services during this remote work period, this model has been invaluable, as financial exploitation is the most common presenting issue among our clients.	Exceeding	Victims of Crime Act
Project: Skimmer Detection Project			
Procure and distribute skimmer detection equipment and credit card reader.	Delayed due to the COVID-19 pandemic.	Delayed	Texas Department of Agriculture
Work with H-GAC Communications Department to provide public service announcements and outreach region wide concerning skimmer devices.	Project funding is being moved from public service announcements to equipment for the jurisdictions to use in the apprehension of offenders using skimmer devices.	Delayed	Texas Department of Agriculture
Partner with local law enforcement agencies, meet with retail associations advising of the skimmer detection equipment and fraud/cybersecurity program.	Delayed due to the COVID-19 pandemic.	Delayed	Texas Department of Agriculture
Project: Cooperative Purchasing			
Develop and employ electronic bid system.	HGACBuy receives bids/proposals electronically and continues to develop the software for an electronic bid system.	Achieving	Coop budget

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Number of orders processed through the program to exceed 3,800.	The COVID-19 pandemic has impacted governmental purchasing with less purchases. HGACBuy has processed over 1,500 orders with 3,200 projected.	Not Achieving	Participating local government purchasers
Annual purchasing volume in 2020 for all categories to reach \$2 Billion.	The COVID-19 pandemic has had an impact on contract performance. HGACBuy continues to expand offerings to government purchasers adding four new contracts for a total of 41. Current purchasing volume is over \$600 million with \$1.3 billion projected.	Not Achieving	Participating local government purchasers
Host Bi-annual Vendor Forum.	HGACBuy formed a Vendor Advisory Committee in 2020 with quarterly meetings now conducted virtually.	Achieving	Coop budget
Project: H-GAC Energy Corporation			
Conduct energy purchasing for local governments.	Provide HGACEnergy member governments with historical load data and projections on future annual load data. Conduct strategic planning and make recommendations on market and contracting opportunities. Resolve account, billing and sales tax issues. Assist contracted members with adding and deleting meters on existing accounts and service locations. Solicit pricing from Retail Electric Providers on a weekly basis with various contract terms on behalf of members. Complete renewal agreements as requested by members.	Achieving	Energy Corporation Fees

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Estimate annual volume of 274,170,890 kWhs of electricity through H-GAC Energy Corporation contracts.	Year-to-Date volume of 94,650,756. Estimate reduction in demand of 30% - 60% by HGACEnergy members due to the COVID-19 pandemic. H-GAC staff worked to refocus the program for the remainder of this year by renewing our efforts of personal contacts with members and being more proactive in relationship building; reaching out about new products being offered through the program, such as solar panels and concentrating on providing whole energy solutions; continuing to provide exceptional customer service; conducting new solicitations for Retail Electric Providers and Consultants; and developing a new social media outreach campaign.	Not Achieving	Energy Corporation Fees
Produce a new multi-social media campaign to target 13 counties in the H-GAC Region.	Created HGACEnergy Facebook and Twitter accounts – retargeting members in the H-GAC region as well as the Electric Reliability Council of Texas region. Announcing current vendors under contract and future contracts. Co-branding project on Solar Panel contract.	Achieving	Coop Budget Program Promotions
Pursue opportunities to expand in other deregulated areas of Texas.	Releasing Request for Proposal (RFP) for Brokers/Consultants. In concert with HGACBuy Marketing and Communications Staff, will begin promoting expansion in the 1 st quarter of 2021 to target deregulated areas in Texas historically not reached by HGACEnergy.	Achieving	Energy Corporation Fees
Continue to research additional energy related products and services (including green) to offer through HGACEnergy.	In partnership with HGACBuy, HGACEnergy now has contracts for Solar Panels and Associated Equipment. Government customers in the H-GAC region as well as nationwide may purchase through these contracts.	Achieving	Energy Corporation Fees

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Project: Emergency Preparedness Program			
Assist with the updates and maintenance of local emergency management plans.	Staff continues to work with Emergency Management Coordinators across the region to address planning needs when requested.	Achieving	State Homeland Security Program
Monitor state homeland security and emergency preparedness funding programs.	Staff monitored announcements and changes in the Homeland Security Grant Program and the Nonprofit Security Grant Programs and sent updates to stakeholders.	Achieving	Office of the Governor
Coordinate and update regional catastrophic plans.	Staff participates in multiple catastrophic workgroups and coordinates with the Urban Area Security Initiative on multiple regional planning projects.	Achieving	State Homeland Security Program
Assist with regional training and exercises.	Staff evaluated the Galveston County Complex Coordinated Terrorist Attack Table Top Exercise. Staff continues to support regional stakeholders when requested.	Achieving	State Homeland Security Program
Assist with jurisdictional homeland security grant audits/monitoring.	Staff assists with grant monitoring and audits when requested by either the applicant agency or the Office of the Governor.	Achieving	Office of the Governor
Assist with the close out of previous grant year funding.	Staff closed out FY 2018 State Homeland Security Program and submitted reallocation plans for FY 2017 funds to the Office of the Governor.	Achieving	Office of the Governor
Provide technical assistance to jurisdictions in meeting grant eligibility and funding requirements.	Staff conducted four State Homeland Security Program workshops and assisted applicants in submitting FY 2020 applications.	Achieving	Office of the Governor
Monitor and maintain Regional Gulf coast State Mutual Aid Agreement.	Staff continues to update the Regional Gulf coast State Mutual Aid roster and agreement as new signatories are received.	Achieving	State Homeland Security Program
Collaborate on the development of the Regional Resource Inventory Tracking Tool.	Staff continues to wait for the City of Houston Urban Area Security Initiative to secure a vendor for this project.	Delayed	State Homeland Security Program

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
With the H-GAC jurisdictions, update the Regional Interoperable Communication Gap Analysis, Regional Interoperable Communications Plan, and Strategic Plan.	The Regional Interoperable Communications Phase 1 was completed and phase 2 is underway. Staff participated in the update of the statewide strategic plan workshop in February 2020.	Achieving	State Homeland Security Program
Provide grant application workshops and technical assistance to grant applicants and grantees.	Staff conducted four State Homeland Security Program workshops and assisted applicants in submitting FY 2020 applications.	Achieving	Office of the Governor
Develop priority funding list for State Homeland Security Program (SHSP) grant.	The Regional Homeland Security Council approved and submitted the FY 2020 State Homeland Security Program grant priority list in March 2020.	Achieving	Office of the Governor
Assist Transportation Department with regional evacuation planning.	Draft of the Emergency Evacuation Traffic Management Plan was submitted to stakeholders and is awaiting comments.	Achieving	Transportation Funding
Assist Communications Department with content creation for the 'Together Against the Weather' campaign.	Staff worked with Communications department to draft talking points for the 2020 hurricane season and participated in a radio interview for KRBE to discuss hurricane preparedness.	Achieving	Texas Department of Transportation Planning Funds
Project: Small Business Loans			
Submit two to four projects for small business financing consideration.	Submitted over 600 loans for Harris County and three loans for Revolving Loan Fund (RLF) for consideration. We are working to submit two to five additional loans for the RLF and two to three for 504.	Exceeding	US Small Business Administration, US Economic Development Administration, Harris County
Build relationships with lending institutions and financial organizations.	We are continuing to build relationships with lending institutions. We are working with our Communications team to develop a comprehensive outreach plan to engage lending institutions in a remote environment.	Achieving	US Small Business Administration

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Collaborate with partners and stakeholders to provide financial literacy education for youth in rural counties.	Delayed by the COVID-19 pandemic, we are now working on closing loans within the Community Development Financial Institutions (CDFI) Fund Opportunity Zones. Once we have funded enough loans, we will apply for CDFI certification and begin working on financial literacy programs for youth in rural counties.	Delayed	CFDI Fund
Reestablish community enhancement grant program.	We will look to relaunch the community enhancement grant program after the COVID-19 pandemic challenges slow down and communities start returning to normal.	Delayed	Local Development Corporation (LDC) Reserve Funds
Establish partnership with our regional public workforce system.	We have engaged in a number of small projects with the workforce system and will continue deepening our relationship.	Achieving	US Small Business Administration
Expand our online presence through new website and social media platforms.	We have increased our online presence considerably and will continue pushing fresh, new content across our website and social media platforms.	Achieving	US Small Business Administration
Develop H-GALDC process map, policies and procedures.	We have updated policies, developed desk aids and how to guides, and continue to revise and refresh outdated procedures.	Achieving	US Small Business Administration
Clearly define staff roles, responsibilities, goals and expectations.	We have clearly defined staff roles and goals and check-in regularly to ensure that staff members are on target.	Achieving	US Small Business Administration

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Project: Administration / Management			
Provide logistical and administrative support for monthly meetings of the MPO Policy Council and, as needed, related technical committees and work groups, ongoing.	The Administrative team supports daily operations for the Metropolitan Planning Organization (MPO) such as program administration, office management, grant management, computer systems management, and quality control. Staff has supported six Transportation Advisory Committee (TAC) meetings and six Transportation Policy Council (TPC) meetings along with the respective subcommittee meetings and special coordinated meetings such as the Transportation Improvement Program (TIP) Prioritization meeting. Provided technical support for each of these meetings using online platforms. Quality control and compliance is done for reporting, contracts, and monitoring of programs.	Achieving	TxDOT
Employee development, recruitment and evaluation, ongoing.	Employee development is encouraged and provided. Staff is working toward Lunch and Learns (first one before the COVID-19 pandemic) and aiding in the use of LMS365 to encourage further training and employee development for staff. Staff has developed onboarding trainings, virtual meet and greets for new employees. A new webpage is being developed that will house virtual training options and other types of employee development options.	Achieving	TxDOT
Maintain the 2020-2021 Unified Planning Work Program (UPWP) to reflect revised Policy Council planning priorities and local, State, or Federal funding decisions, ongoing.	Staff continues to maintain the UPWP working closely with TxDOT. The Administration Manager works with TxDOT on a regular basis on the UPWP reconciliations and funding processes. UPWP amendments have been significantly reduced due to better UPWP planning and writing.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Maintain federal certification of the planning process including the Annual Performance & Expenditure Report, the Disadvantaged Business Enterprise goal development, and the annual self-certification assurances, ongoing.	Staff produced the Annual Performance Expenditure Report (APER) each year with the 2020 report being submitted. A rigorous and comprehensive Disadvantaged Business Enterprise (DBE) program is currently being implemented with a program lead. We are responsible for self-certification assurances and continue to provide necessary reporting to all federal and state agencies.	Achieving	TxDOT
Maintain federal Title VI and Environmental Justice certifications, ongoing.	Administration staff is conducting implementation of the Title VI Plan in coordination with various Transportation teams.	Achieving	TxDOT
Develop, update and present public information materials in a variety of formats, including emails, letters, brochures, websites, newsletters, videos, public service announcements and meetings with community and business groups, ongoing.	Administration staff in collaboration with the Communications Department works to complete and implement any public information materials or public outreach.	Achieving	TxDOT
Provide briefings (and, when requested, testimony) for local, state and national officials and other interest groups, ongoing.	Administration staff continues to provide any necessary briefings for local, state, and national officials or other interested groups.	Achieving	TxDOT
Conduct public outreach and public involvement initiatives to support Metropolitan Planning Organization Programs, ongoing.	Administration staff works the Communications Department and Travel Demand Management team to conduct public outreach and public involvement planning for the MPO.	Achieving	TxDOT
Ensure compliance for all contract development and reporting to state agencies.	The Administration Team has a compliance position that specifically focuses on contract auditing and development-quality controls.	Achieving	TxDOT
Assist with special projects concerning compliance research and strategies for the Metropolitan Planning Organization.	Staff devotes much time and effort into compliance research and strategies to support our transportation teams. Staff has developed a Disadvantaged Business Enterprise (DBE) program as well as a Buy America program-both have liaisons to work with staff and TxDOT.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Project: Data Development and Maintenance			
Assist TxDOT in the data Household Survey Data development to support the newly developed Activity Based model (ABM) for H-GAC's regional and sub-regional forecasts.	Staff continues to work with TxDOT to resolve the foreseen and unforeseen effects and issues caused by the COVID-19 pandemic towards the household survey and other traffic data collections in support of the newly developed ABM model. Staff at the H-GAC Modeling Group continues to work with TxDOT Planning Division in the Planning of the Household Survey scheduled for Fall or Spring of 2021. Many planning activities for the data collections have been postponed due to the COVID-19 pandemic.	Delayed	TxDOT Planning Funds
Development, support and assistance in the freeway traffic and count collection in the region.	Staff continues to work with the consultant, CJ Hensch, Inc. in the collection of the freeway traffic and count collection in the region.	Achieving	TxDOT Planning Funds
Develop regional travel forecast for inputs into air quality analysis in the Houston region and the METRO service area, ongoing.	Staff continues to support the conformity analysis through travel demand modeling and forecasts that produces inputs into the air quality analysis in the Houston and METRO service areas.	Achieving	TxDOT Planning Funds
Provide and support travel demand forecast and analysis for the production of conformity calculations to the current SIPs for the RTP and TIP in accordance with federal regulations when needed, ongoing.	Staff continues to develop GIS map networks of roadway projects proposed for the Regional Transportation Plan (RTP), TIP and subarea studies, conduct the 4-steps travel demand modeling, analysis and forecasting for various proposed scenarios and horizon year and create output files that are used as inputs into the emission calculations in accordance with Federal regulations.	Achieving	TxDOT Planning Funds
Continue technical support and assistance in the implementation of Cube Voyager model set in the region.	Staff continues to use Cube Voyager as H-GAC's regional and sub-regional modeling platform. Staff continues to provide modeling supports to other H-GAC's Transportation Groups and H-GAC's member agencies in support of the RTP, TIP and other sub-regional and corridor studies.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Provide support and assistance in the development of tour-based regional truck model	Staff continues to work with Cambridge Systematic Consultants in the validation of the Tour-Base-Modeling to the 2017 base year. This project was delayed due to unavailability of counts data needed for the validation by the consultants, CJ Hench, Inc.	Delayed	TxDOT Planning Funds
Expand user and reporting capabilities of existing web-based traffic count and roadway project viewers, ongoing.	Staff continues to advance the capabilities of the existing web-based traffic count and roadway projects viewers through some advance trainings and programs. Staff continues to use special programming to support the City of Houston's Minor Crash Pilot Program and the Sub Regional studies dashboard	Achieving	TxDOT Planning Funds
Provide GIS technical support for the development, maintenance, and indexing of map coverage and databases on MPO servers.	Staff continues to use the GIS tools to support the development of the RTP, TIP and other sub-regional and corridor studies and roadway projects into formats that serve as inputs into the H-GAC's Cube Voyager modeling platform or micro simulation softwares.	Achieving	TxDOT Planning Funds
Support special studies and unusual model applications with technical support and review of any major model applications.	Staff continues to provide modeling technical support in the studies of and analysis of the various special roadway studies at the regional, sub-regional and corridor levels such as Inner Katy Corridor special study, the Resilience projects and local government planning efforts.	Achieving	TxDOT Planning Funds
Continue staff support for Texas Working Group air quality working group, ongoing.	Staff continues to work with Air Quality Master Schedule; worked with the Texas Technical Working group to generate a master air quality schedule that will include all the State Implementation Plan (SIP) updates, Transportation Plans updates, and conformity updates for the whole state of Texas. Staff continues to support the Texas air quality working group through meeting participation and research.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Continue staff training on the Cube software.	Staff received training in the AIMSUN and other MESO and MICRO modeling software. After the COVID-19 pandemic outbreak, staff continues to cross train in the use of this software and methodology, the new functionalities of the Cube Voyager and other software used in travel demand and forecasting processes. Most outside trainings postponed due to the COVID-19 pandemic.	Achieving	TxDOT Planning Funds
Conduct economic impact analysis for major transportation projects using REMI software.	Staff using REMI TanSight software to estimate societal and economic impact for the Resiliency projects, the Inner Katy Assessment project by the DKS consultants, the analysis of the Harris County Flood Control District (HCFCD) 10-year and 500-year plans for the City of Houston and in the evaluation of the HGAC's 2045 RTP with its regional impact in jobs and economic growth.	Achieving	TxDOT Planning Funds
Conduct various data collections through various traffic surveys such as On-board Transit Origin-Destination Survey (joint effort between H-GAC/METRO), Commercial vehicles Survey, Airport Survey, Supplemental Surveys, Bike Users Survey and Passive Data Purchase.	Staff continues to hold Steering committee meetings virtually to adjust originally drawn plans, samples sizes, RFP, and schedules for the H-GAC's regional Origin Destination Transit Survey that includes METRO and eight other regional transit providers in the region with fixed routes. Actual data collection of the survey is postponed to Fall of 2021 due to the COVID-19 pandemic. Staff continues to work with the City Commercial Airport folks for the planning of the regional commercial Airport surveys; delayed due to the COVID-19 pandemic.	Achieving	TxDOT Planning Funds
Continue travel demand and forecasting support for H-GAC's regional and sub-regional travel demand forecasting and analysis.	Staff continues to provide modeling technical assistance and support for both H-GAC's in-house effort and other H-GAC's member agencies such as TxDOT and other stakeholders in support of regional projects or at the sub-area and corridor levels. Staff continues work with a consultant for Inner Katy study project. Staff Performed Travel Demand Model runs for a TxDOT SH 225 project. Staff responds to Modeling Data requests to a variety of requesters such as the Texas Southern University, METRO, The City of Houston, etc.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Project: Planning			
Continue regional transit service planning and coordination in implementing recommendations from the Gulf Coast Regionally Coordinated Transportation Plan.	Staff efforts to implement recommendations are ongoing. Most recently, the Mobility Links, online database resource for mobility options was launched.	Achieving	TxDOT Planning Funds
Continue staff support of the Greater Houston Freight Committee.	Staff continues to coordinate and facilitate the Greater Houston Freight Committee. Two meetings of the Committee were held in January and June 2020.	Achieving	TxDOT Planning Funds
Continue updates to data for regional thoroughfare network through collaborations with local governments, ongoing.	Staff continues to collect thoroughfare network information from local governments and make updates to the regional thoroughfare network map.	Achieving	TxDOT Planning Funds
Continue to work with the State and local governments to improve responses to hurricane evacuation events, ongoing.	Staff continues to work with regional partners to update evacuation plans and protocols.	Achieving	TxDOT Planning Funds
Support the activities of the Transportation Safety Committee.	Staff continues to provide support for the Transportation Safety Committee and conducted two meetings.	Achieving	TxDOT Planning Funds
Perform safety analyses for local governments, ongoing.	Staff continues to provide data and analysis to regional partners for traffic safety.	Achieving	TxDOT Planning Funds
Continue support of the Regional Safety Campaign to promote safety messaging to reduce distracted driving, speeding, impaired driving, and bicycle-pedestrian crashes.	Staff continued the development of Regional Safety Campaign to reduce vehicle crashes.	Achieving	TxDOT Planning Funds
Conduct planning to make connections from the proposed high-speed rail station to Houston downtown and other destinations.	Staff reviewed and provided comments on the draft environmental document of the high-speed rail.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Continue work on the resiliency and durability pilot project, including a vulnerability assessment to support resiliency planning for transportation infrastructure.	Staff completed and submitted to the Federal Highway Administration a draft of the Resilience and Durability to Extreme Weather in the H-GAC Region Pilot Program Report for review.	Achieving	Federal Highway Administration (Office of Planning, Environment, and Realty Grants)
Initiate work on Southeast Harris County Sub regional Study.	Procurement of consultant to assist is complete. Contract terms have been agreed upon and staff are in final stage of obtaining signatures. Initial data collection and modeling base network have begun.	Achieving	Surface Transportation Program
Initiate work on Liberty County Mobility Study.	Procurement of consultant to assist is complete and contract terms have been agreed upon. Initial data collection and modeling base network have begun.	Achieving	Surface Transportation Program
Initiate work on Montgomery County Precinct 2 Mobility Plan.	Procurement of consultant to assist is complete. Contract terms have been agreed upon and staff are in final stage of obtaining signatures. Initial data collection and modeling base network have begun.	Achieving	Surface Transportation Program
Continue staff support of the Congestion Mitigation and Air Quality pilot program, including ongoing pilots (Conroe Connection Park & Ride) hosting a pilot application process workshop, and review of new applicants.	The application workshop was held in late 2019. Staff continues to provide outreach and assistance regarding the Commuter and Transit Pilot program. Some initiatives that were scheduled to start in Fall 2020 are now delayed due to the COVID-19 pandemic concerns. We continue to work with interested parties to think about the timing of their applications. The existing pilot with Conroe Connection is ongoing.	Delayed	Federal Funds
Continue staff support of the Brazoria County Thoroughfare Plan.	This project has been completed. The Thoroughfare Map is scheduled to be adopted by the Brazoria County Commissioners' Court August 2020 with acceptance and presentation of the plan to occur at a later date due to the COVID-19 pandemic meeting restrictions.	Achieving	Surface Transportation Program

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Initiate a Regional Goods Movement Plan update.	Development of a scope of work to procure a consultant is finalized. Procurement is expected to occur in Fall 2020 with project initiation early 2021.	Achieving	Surface Transportation Program
Provide planning support for the North Houston Highway Improvement Project.	Staff has participated in stakeholder and community meetings related to TxDOT's North Houston Highway Improvement Project. Staff has also begun a complementary project for the communities impacted along Segment 2, the North Houston Communities Transportation Priorities Plan. This planning project will look at additional (non-highway) mitigation activities intended to enhance the mitigation TxDOT is planning, not replace it, focused on connectivity within those communities.	Achieving	TxDOT
Initiate Safety Intersection Studies throughout the region at high crash locations.	Staff is working to procurement professional services to assist with conducting safety analysis of select regional traffic intersections	Achieving	TxDOT
Continue development of Transit-Oriented Development initiatives, including bus station area fact sheets and Transit-Oriented Development regional planning study scope of work.	Staff continues to work on Transit Oriented Development initiatives. Fact Sheets are going to be interactive story boards instead of static pdfs. New staff has been hired to take on this project.	Achieving	TxDOT
Continue development of a Transit Awareness Program and launch initial outreach efforts.	Due to the COVID-19 pandemic, priorities have changed, and the emphasis has shifted. The awareness program as originally envisioned will be delayed. Instead the Travel Demand Management team partnered with the region's public transportation agencies to launch Commute with Confidence, on how to use shared transportation more safely at this time. Efforts are continuing this fall 2020 through a collaboration with eight of the region's transit agencies and the Commute Solutions program. The #SitSafe awareness campaign is being launched during Commute Solutions Month to help travelers understand all of the precautions being taken to help travelers sit safely while riding transit as they prepare to return to work.	Delayed	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Advance the development of the bicycle and pedestrian counter program.	Staff is working on expanding the bicycle and pedestrian counter program. A new bicycle and pedestrian planner was hired. This planner is putting together the procurement documentation needed to expand the program.	Achieving	TxDOT
Implementation of the 2045 Regional Transportation Plan, ongoing.	The 2045 Regional Transportation Plan was adopted in August 2019. Staff processed monthly amendments to the RTP. Staff are beginning development of the 2050 Regional Transportation Plan including an initial project schedule.	Achieving	TxDOT Planning Funds
Amendments to the 2019-2022 Transportation Improvement Program and the 2045 Regional Transportation Plan, ongoing.	Amendments to the 2019-2022 Transportation Improvement Program were completed in May 2020.	Achieving	TxDOT
Begin development of the 2021-2024 Transportation Improvement Program.	Completed development of the 2021-2024 Transportation Improvement Program in June 2020. Staff submitted the Transportation Policy Council approved TIP to the State for inclusion in the Statewide Transportation Improvement Program.	Achieving	TxDOT
Amendments to the 2021-2024 Transportation Improvement Program and the 2045 Regional Transportation Plan	The new Transportation Improvement Program document was approved by the Transportation Policy Council in June 2020. Staff began processing amendments in July 2020.	Achieving	TxDOT
Develop project evaluation criteria for the next call for projects.	Staff began working with the TIP Subcommittee in July 2020 to develop the project evaluation criteria.	Achieving	TxDOT
Implementation of a process to assist local governments with the requirements of the federal environmental process/project development.	Implementation of a process has been delayed. However, staff has assisted with individual projects as questions and concerns arise.	Achieving	TxDOT
Develop and monitor federal performance measures and targets.	Staff began development of the Mid-Period Progress Report to be submitted by the September federal deadline.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Conduct planning to make connections from the proposed high-speed rail station to Houston downtown and other destinations.	This project was delayed due to the need for transit agencies to focus on the COVID-19 pandemic. However, the conversation is beginning again on the next phase of planning for the project. We are working to schedule a pre-planning meeting in September 2020 in connection to the High Capacity Transit Plan.	Delayed	TxDOT
Maintain Regional Architecture for the Intelligent Transportation System.	Maintain website, held quarterly Transportation Maintenance and Operation meetings	Achieving	TxDOT
Continue Traffic Incident Management Training for first responders.	Trainings were held in January and February 2020 but has been suspended due to the COVID-19 pandemic.	Delayed	Federal Funds
Expansion of Regional Incident Management Tow and Go™ Program to Harris County and continue work to expansion to surrounding counties in the Metropolitan Planning Area.	The funding contract was extended to January 31, 2021. Towing contracts have been issued in Harris County. Harris County should start tows in August 2020. H-GAC staff will start a Public Outreach Campaign in August that will go through Spring of 2021	Achieving	TxDOT Surface Transportation Program (STP)
Project: Air Quality Improvement			
Conduct Commute Solutions and other travel demand management public relations and marketing activities targeting employers, commuters and students, ongoing.	Multiple mini-campaigns have been held this year for the Commute Solutions program for Telework, Earth Day, Commute with Confidence and more. This effort is ongoing.	Achieving	Federal Funds & TxDOT
Provide outreach support and assistance for transportation partner programs, ongoing.	Staff coordinated with all area public transportation agencies for Commute with Confidence resources for commuting during the COVID-19 pandemic and are now working with them for #SitSafe return to work campaign.	Achieving	Federal Funds
Develop coordinated approach to public outreach and education utilizing various Travel demand Management and community partners throughout the region, ongoing.	Staff has collaborated with management districts, business organizations, the Association for Commuter Transportation and others to conduct outreach and education.	Achieving	Federal Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Development of a comprehensive ridesharing platform to support the Commute Solutions program.	Staff is working with TxDOT as they develop the ConnectSmart App that can support ridesharing in the region. Staff is analyzing any gaps that might need to be supported through additional technology.	Achieving	Federal Funds
Administer the Heavy-Duty Diesel Vehicle Replacement Program.	Staff is conducting outreach activities and providing technical support to assist applicants in the replacement and purchase of Heavy-Duty vehicles and equipment.	Achieving	EPA
Provide support for Clean Vehicles Program projects that reduce NOx emissions using new technologies, ongoing.	Staff is conducting outreach activities and providing technical support and financial assistance to qualified parties to upgrade their on-road heavy duty vehicles to cleaner technologies.	Achieving	TxDOT
Develop and disseminate the annual Air Quality Initiatives report.	Staff is working to gather internal data and will complete report soon.	Achieving	TxDOT
Complete and submit annual update of PM2.5 Advance Path Forward Plan to Environmental Protection Agency.	Staff is working with members of the Regional Air Quality Planning Advisory Committee to gather data from local stakeholders. Report will be completed later in the year.	Achieving	TxDOT
Complete annual regional survey report of alternative fuel usage, vehicle inventory and related emission reduction activities.	Staff worked with regional stakeholders from businesses and local governments to help estimate the number of alternative fueled vehicles that are active within the H-GAC region as well as to determine what emission reduction activities (e.g. anti-idling measures or VMT reduction efforts) and to catalog updates to those activities.	Achieving	Department of Energy

CURRENT AND UPCOMING H-GAC ACTIVITIES

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Report on current and upcoming H-GAC activities. (Staff Contact: Chuck Wemple)

2020 H-GAC BOARD OF DIRECTORS

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HON. TOM REID MAYOR CITY OF PEARLAND 3519 LIBERTY DR PEARLAND TX 77581 (281)652-1654 (281)652-1708 FAX TREID@PEARLANDTX.GOV	HON. CHARLIE RILEY COUNTY COMMISSIONER, PRECINCT 2 MONTGOMERY COUNTY 19110 UNITY PARK DRIVE MAGNOLIA TX 77353 (281)259-6492 (936)760-6954 FAX COMMISSIONER.RILEY@MCTX.ORG
HON. PHIL ROBERTS JR. MAYOR PRO TEM/COMMISSIONER AT-LARGE CITY OF TEXAS CITY PO Box 2608 TEXAS CITY TX 77592-2608 (409)948-3111 (409)643-5952 FAX MAYORPROTEM@TEXASCITYTX.GOV	HON. PHILLIP S. SPENRATH COUNTY JUDGE WHARTON COUNTY 100 S FULTON St #100 WHARTON TX 77488 (979)532-4612 (979)532-1970 FAX JUDGE.SPENRATH@CO.WHARTON.TX.US
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BUSINESS

Health gadgets are hot sellers in pandemic

By Kari Lindberg,
Gao Yuan, Sohee Kim
and Vlad Savov
BLOOMBERG

Fitness-tracking gadgets are selling out, home exercise classes have never been more popular and industrial robot designers are pivoting to making sanitation bots. The COVID-19 pandemic has triggered a seismic wave of health awareness and anxiety, which is energizing a new category of virus-fighting tech.

The fear of infection has accelerated the adoption of apps and wearables as a means to feel better protected. “Having accurate and immediate feedback about our body temperature, blood pressure and other health signals helps to restore people’s sense of control,” said Andy Yap, a social psychologist at the INSEAD business school.

Users, insurers and health-care providers are all seeing the benefit of health gadgets. That’s galvanizing the development of new devices by startups and gadget outfits in Asia, where

the novel coronavirus first struck.

The Withings Thermo is a contactless thermometer that uses 16 sensors to take more than 4,000 measurements in 2 seconds – which it then syncs to a mobile app. It costs \$99.95, but nobody can buy one until mid-April because inventory was depleted two weeks ago, according to the company.

Thermometer fever

Until the start of this year, CrucialTec Co. used to give away its thumb-sized thermometer dongle as a gift to clients. That all changed when “orders came pouring in after the virus outbreak,” said President Jay Yim, and the South Korean company’s now ramping up production with the goal of making “more than 500,000 within the first half of this year.”

Local governments in China, retailers in Japan and wholesalers in the U.S. are all putting in orders for the \$65 Temon thermometer, and Yim expects Chinese smartphone makers to come out with prototype devices

with the technology built in this fall. Sister company CrucialTrak, which sells the module, has seen orders for its touchless biometric ID solutions – facial, vein and iris scanning – rise fivefold after the initial outbreak.

Robot cleaning

Youibot Robotics Technologies Co. took 18 days to design and build a human-height robot that can sanitize rooms using two ultraviolet lights as well as measure the body temperature of passers-by. The Shenzhen startup is looking to sell more than 200 of these robots in the first half of this year, said Cody Zhang, founder and CEO.

“A robot that fights virus pandemics is something new, but we are prepared because it was our goal to bring robotic equipment to emerging sectors,” said Zhang, who was born in 1992.

Bhruugu Pange, managing director at global consultants AArete, expects the surge in usage will lead to a domino effect producing lasting change.



Richard Drew / Associated Press

The fear of infection has accelerated the adoption of apps and wearables, such as this Fitbit Charge 3, as a means for users to feel better protected.

Corona beer to halt production

NEW YORK TIMES

Corona beer has become a temporary victim of the coronavirus.

Grupo Modelo, the brewer behind Corona, Modelo and other beers, said in a statement on Thursday that it is suspending its beer production after the Mexican government ordered nonessential businesses to close in an attempt to stop the spread of the coronavirus.

The brewer, which is part

of Anheuser-Busch InBev, said that should the federal government decide later that its product was essential, “at Grupo Modelo we are ready to execute a plan with more than 75 percent of our staff working from home and at the same time guaranteeing the supply of beer.”

Grupo Modelo’s Corona beer drew attention about a month ago after consumers mistakenly associated it with the fast-spreading virus,

which by that point had already begun its global march.

In one survey, 38 percent of surveyed American beer drinkers said they would not buy Corona beer “under any circumstances,” CBS News reported March 1.

However, Constellation Brands, which handles Grupo Modelo’s beer in the United States, said that the virus had not affected sales, according to CNN.



Brett Coomer / Staff photographer

With tens of thousands of people working from home, downtown Houston has become a ghost town, but many people and businesses still need help to survive.

TOMLINSON

From page B1

needs delivered.

If the police arrest you for a violent felony, if you have enough money to pay bail, you can walk away without spending weeks in the viral Petri dish that is a county jail. Even after Gov. Greg Abbott banned the release of thousands of suspects who don’t have any money.

We all know the rich are privileged. The top 20 percent of U.S. families take home 55.1 percent of the nation’s annual income, according to the Congressional Budget Office. But those differences come into sharper contrast at a time like this.

If you live in a two-bedroom shotgun shack with six other people, three of whom serve the public for their wages, you are not going to avoid COVID-19. It’s merely a race to stay ahead of it for as long as possible.

If you do not have health insurance, more than likely, you’re going to wait as long as possible before visiting the emergency room to avoid hospital bills.

When staying home means losing your job, the biggest question is where you will get your next meal. About 10 million Americans have lost their jobs in two weeks.

If you get arrested trying

to survive, you are unlikely to have money for bail and may stay in jail. The sheriff will provide a bunk and a bologna sandwich, but that will not stop the virus from reaching your communal cell.

The point is not to incite class warfare, but to recognize that some have it easier than others.

During a pandemic, our first instinct is to worry about ourselves and our loved ones, that’s biological. But by now, we know how to stay healthy and understand the importance of commerce. We have time to think about the less fortunate.

Recently, I wrote about how grocery stores are providing less surplus food to food banks due to hoarding. If you bought a little extra, leaving others without, then allow me to suggest that every dollar you give a food bank will enable them to provide 10 pounds of food to the needy.

Restaurants are closed, but many places are offering take-out. My family buys several meals a week from our favorite restaurants, not because we cannot cook, but because we want to keep those businesses afloat.

My favorite men’s shop is shuttered, but the manager offered to deliver clothing to his regular customers. I took him up on the offer, found some exceptional items, and gave

him money to help pay the rent on his empty store.

When two dancers living across the street offered a clothed, public performance on Instagram to raise money for rent and utilities, my wife and I stuffed some cash in their virtual g-strings.

Lastly, as regular readers know, I routinely encourage our politicians to respond to this crisis with mercy, not with political pandering and empty machismo.

My family can do these things because we are among the top 20 percent of earners who have a median annual income of \$214,000. We work from home, secure in our jobs.

We choose to do these things because we love our community, and we understand cash flow is critical to all businesses, not to mention keeping people housed and fed. We can afford a private economic stimulus program.

If we want to avoid another Great Depression, we must keep the economy going. Under a stay-at-home order, that means generosity toward our neighbors, and the businesses we rely on.

Tomlinson writes commentary about business, economics and policy.
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chris.tomlinson@chron.com

NOTICE
TO CREDITORS

Notice To Creditors

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BIDS
& PROPOSALS

LEGAL NOTICE

BakerRipley, a non-profit human services organization, announces a Request for Proposal (RFP) #20-07 for **Vendor Web Portal Solution**. The RFP will be posted on our website at <http://www.bakerripley.org/about/vendors> on April 14, 2020. Interested Vendors can submit a proposal for **Vendor Web Portal Solution** to abrown@bakerripley.org. The deadline for submitting a proposal is **Tuesday, June 2, 2020 by 2:00 PM (CT)**. BAKERRIPLEY ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY

BIDS
& PROPOSALS

Sealed Bid Solicitation #PR11-20

Houston-Galveston Area Council Cooperative Purchasing Program Parks and Recreation Equipment

Pre-Bid Conference: 04/23/20 @ 9 am
Response Deadline: 06/17/20 @ 1pm
Public Opening: 06/17/20 @ 2pm
3555 Timmons Lane, Houston, TX.
Per ADA, reasonable accommodation provided with 24 hour prior notice.
713-499-6693 or www.hgacbuy.org for info.

LEGAL NOTICES

LEGAL NOTICES

Houston Eye Associates wishes to congratulate Malcolm Mazow, M.D. on his retirement beginning May 1, 2020. We thank him for his dedication to his patients for over 50 years and wish him the best! Patient medical records will be maintained by Houston Eye Associates 7155 Old Katy Road, Suite N100, Houston, Texas 77024. Records may be requested at 713-668-6828.

LEGAL NOTICES

LEGAL NOTICES

Dr. Victor Chang, Dr. Belu Allam, and Dr. Ruchi Shah are departing from Houston Eye Associates. Patient medical records will be maintained by Houston Eye Associates 7155 Old Katy Road, Suite N100, Houston, Texas 77024. Records may be requested at 713-668-6828.

LEGAL NOTICES

LEGAL NOTICES & A SNORING SPOUSE

TWO THINGS THAT KEEP YOU UP AT NIGHT

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HoustonChronicle.com

ADVERTISEMENT FOR SUBCONTRACTOR PROPOSALS

Lone Star College - Health Professions Center (HPC)

Tellepsen Builders, L.P., serving as CMAR for Lone Star College, in accordance with Texas Government Code 2269, requests Guaranteed Maximum Price proposals from the following trades for the Kingwood Campus - Health Professions Center: Ornamental Metal Railings, Wayfinding Signage & Graphics, Dental Suite Equipment, Building Automation Controls, Data & Telecommunications Backbone Cabling, Electronic Safety & Security and Pavement Markings. Note: Proposals for all other scopes of work were solicited previously and awarded subsequently.

It is the policy of Lone Star College and Tellepsen Builders, L.P., to actively seek the involvement of Historically Underutilized Businesses (HUB) in its construction projects. Lone Star College and Tellepsen Builders, L.P., recognize probable subcontracting opportunities for HUB in the proposal package. HUB certification forms, as required by the package documents, shall accompany each proposal that is submitted. Proposals submitted without all required information, and in the order and manner specified, may result in the proposal being considered non-responsive.

Proposals are due to Tellepsen Builders, L.P. at 2:00 P.M. local time on Thursday 16, April 2020. Complete bid forms and proposals are to be uploaded to the Smart Bid Net System. To receive your invitation to Smart Bid, please contact Paul Bain by email at pbain@tellepsen.com or phone at 281-272-4922. If you are unable to upload your proposal, please contact Paul Bain to discuss alternative delivery methods. **Late Proposals will not be accepted.**

All proposals shall remain valid for 90 days. The owner, CM at Risk and Architect reserve the right to reject any and all bids, to waive any informalities and irregularities in the proposal process and to make awards in the best interest of Lone Star College.

Project Documents are available at the following locations for respondents to review for preparation of their Proposals:

- Tellepsen's Houston Office -777 Benmar, Suite 400, Houston, TX 77060
- SmartBidNet- By Invitation

Contact Paul Bain at (281-272-4922) or pbain@tellepsen.com for information.

ADVERTISEMENT FOR DESIGN-ASSIST SERVICES PROPOSALS

San Jacinto Community College District (SJCCD) Central Campus Classroom Building

Tellepsen Builders, L.P., serving as CMAR for the San Jacinto College District, requests Guaranteed Maximum Price proposals from Glass & Glazing and Drywall sub-contractors ONLY for the SJC Central Campus Classroom Building.

Proposals are due to Tellepsen Builders, L.P. at or before 2:00 P.M. local time on Thursday 23, April 2020. Complete bid forms and proposals are to be uploaded to the Smart Bid Net System. To receive your invitation to Smart Bid, please contact Paul Bain by email at pbain@tellepsen.com or phone at (281)272-4922. If you are unable to upload your proposal, please contact Paul Bain to discuss alternative delivery methods.

All proposals shall remain valid for 90 days. The owner, CM at Risk, and Architect reserve the right to reject any and all bids, to waive any informalities and irregularities in the proposal process and to make awards in the best interest of the San Jacinto Community College District.

Project Documents and Specifications are available at the following locations for respondents to review for preparation of their Proposals:

- Tellepsen's Houston Office -777 Benmar, Suite 400, Houston, TX 77060
- SmartBidNet- By Invitation
- Contact Paul Bain at (281-272-4922) or pbain@tellepsen.com for information.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

2020 Matzke Road: Site Clearing & Grubbing Package

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT Cypress-Fairbanks ISD Proposal No. 20-03-5470R-RFP

The Cypress-Fairbanks Independent School District will accept Base Competitive Sealed Proposals until 2:00 P.M. on Tuesday, April 21, 2020 at the Cypress-Fairbanks Independent School District Windfern Administrative Annex, 12510 Windfern Road, Houston, Texas 77064 for the 2020 Matzke Road: Site Clearing & Grubbing Package project. A Pre-Proposal Conference will be held on Monday, April 13, 2020 at 10:00 A.M. at the above location. Proposal Evaluation Criteria are published in the "Instructions to Offerors" section of the proposal documents. Plans and specifications will be released after Monday, April 6, 2020, and are available to general contractors from the following address upon deposit of \$150.00 per set and submittal of a fully executed Contractor's Qualification Statement, AIA Document A305 to: PBK Architects, Inc., 11 Greenway Plaza, 22nd Floor, Houston, Texas 77046, 713-965-0608. The Owner reserves the right to waive any informalities and to reject any or all proposals.

SEALED QUALIFICATIONS WILL BE RECEIVED BY PROCUREMENT SERVICES, PORT OF HOUSTON AUTHORITY EXECUTIVE OFFICE BUILDING, ATTN: BID/PROPOSAL RECEIPT DEPARTMENT, 111 EAST LOOP NORTH, HOUSTON, TEXAS 77029 UNTIL 11:00 A.M., ON May 19, 2020 FOR THE FOLLOWING:

PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN WHARF 7 AND OPTIONAL WHARF 1 AT BAYPORT CONTAINER TERMINAL(RFQ-1485).

NOTE: THERE IS NO PRELIMINARY MEETING SCHEDULED FOR THIS PROJECT

FIRMS INTERESTED IN SUBMITTING QUALIFICATIONS FOR THIS PROCUREMENT MAY OBTAIN A COPY OF THE RFQ FROM THE PORT OF HOUSTON AUTHORITY'S WEBSITE, <http://busyspeed.pohs.com/bso>, WHERE VENDOR REGISTRATION AND "PROCUREMENT PACKAGE" DOWNLOAD INSTRUCTIONS ARE AVAILABLE.

LEGAL NOTICE

BakerRipley, a non-profit human services organization, announces a Request for Proposal (RFP) #20-06 for **Locksmith Services**. The RFP will be posted on our website at <http://www.bakerripley.org/about/vendors> on April 7, 2020. Interested Vendors can submit a proposal for Locksmith Services to abrown@bakerripley.org. The deadline for submitting a proposal is **Thursday, May 7, 2020 by 10:00 AM (CT)**. BAKERRIPLEY ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY

NOTICE TO BIDDERS

The Metropolitan Transit Authority of Harris County, Texas (METRO) is planning to issue the procurement documents listed in this advertisement. RFP 40200000127: Program Management Information System for Planning Engineering & Construction. Solicitation will be available on or about April 6, 2020.

Prospective bidders/proposers can view and download these solicitations by visiting METRO's website at <https://www.ridemetroapp.org/procurement/>. If you are unable to download the documents or are having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881.

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

Metropolitan Transit Authority
NOTICE OF PUBLIC COMMENT

At its January 23, 2020 meeting, the Board of Directors of the Metropolitan Transit Authority of Harris County, Texas (METRO) approved the FY2019 Urbanized Area Formula, the FY2019 State of Good Repair and the FY2019 Bus and Bus Facilities Programs of Projects. These Programs of Projects will be funded with grant support from the United States Department of Transportation Section 5307, Section 5337 and Section 5339 of the Fixing America's Surface Transportation Act (FAST Act). A complete listing of the projects can be found at:

<http://www.ridemetro.org/Pages/NewsPublicHearing.aspx>.

Members of the public may submit comments in writing to METRO Grant Programs office on the 5th floor, 1900 Main, Houston, TX 77002; or, requests for a public hearing will be accepted until 5:00 p.m., Friday, April 24, 2020. Further information may be obtained by contacting Albert Lyne, METRO Director of Grant Programs, at 713-739-4697 or al21@ridemetro.org. The approved FY2019 Program of Projects outlined above will become the final Program of Projects unless amended by the Board of Directors.

BUSINESS



Philip Pacheco / Bloomberg

Joe Conte, co-owner of Water2Table Fish Co. in San Francisco, has pivoted from a restaurant supplier to making local deliveries of fresh seafood to consumers.

13-hour rescue plans and guts: How one industry is surviving

By Saijel Kishan and Michael Sasso
BLOOMBERG NEWS

Chad Inver used to supply wheels of cheese, 100-pound batches of beef fillets and cases of butter to restaurants, bars and hotels around Philadelphia. Now in the wake of America's coronavirus shut-down, he's surviving by selling goods to households via Ziploc bag.

After Pennsylvania issued lockdown orders in mid-March, forcing many customers to close, Inver spread the word on Facebook that he'd be selling items like 5-pound bags of pasta and 1-pound cases of mushrooms – for pick-up or home delivery – in a bid to keep afloat Larry Inver Wholesale Foods, which he runs with his parents. A few weeks in, it's working. Sales are surging, and the company has added two employees to meet demand.

"It's been crazy busy," said the 26-year-old Inver. "We've managed to generate almost the same amount of revenue that we had before the lockdown."

Inver is part of a growing number of food wholesalers who are pivoting to households to avoid a shutdown and laying off workers amid the covid-19 outbreak that's decimated small businesses. Over the past few years, the so-called direct-to-consumer movement has taken hold in categories like clothing and beauty with firms offering lower prices by eliminating the retailer middlemen. Food producers hadn't been as

quick to embrace this model, but are now catching up out of necessity.

What this shift means for the industry's long-term future remains to be seen.

Overall, about 60 percent of small businesses have temporarily pivoted their operations during the pandemic, according to Hello Alice, which offers advice and resources to small companies. And nearly 10 percent have made a permanent change.

Out on the west coast, the switch to retail meant that Joe Conte could hire back most of the workers that he'd laid off. He was preparing to close Water2Table Fish Co. after restaurant orders for halibut, black cod and sea bass evaporated when the Bay Area enacted America's first shelter-in-place order on March 16. But within a week, he started selling seafood to households.

On a typical day at San Francisco's Pier 45, Conte, who buys from local fishing boats, is putting together more than a hundred home deliveries for the Bay Area. The new program is generating about 60 percent of the revenue that he did from restaurants.

Since the lockdowns in the U.S., financially stricken small businesses are enacting a range of measures so they don't have to close. Restaurant owners have resorted to crowd funding and selling vouchers, fitness instructors are holding classes online and skin care companies are selling hand sanitizers.

Still, the road ahead for

them is precarious. Overhauling a business quickly, including revamping supply chains and finding enough new customers, is no doubt difficult. More than 10 percent of small businesses are on the verge of closing for good within the next month, according to a poll released by the U.S. Chamber of Commerce. Their survival is key because as a group they account for almost half of U.S. private employment.

In Atlanta, Kirk Halpern, who supplies restaurants in Georgia and South Carolina, had to quickly change when his business, Farmers & Fishermen Purveyors, collapsed. He reckons that 97 percent of sales got wiped out in one day last month; what he described as "boom...gone."

The 56-year-old responded by mapping out a plan over 13 hours to shift from supplying restaurants to delivering to households. His wife provided inspiration by asking friends if they wanted friends-and-family meat and seafood packages. Enough people responded that it gave him confidence to go public.

And so far Halpern is surviving. Gross profit is down about a quarter from before the crisis struck because the big orders from restaurants, which can total \$5,000, are gone, and being replaced by purchases that average less than \$200. But he's managed to keep his vans running and employees working. Both Halpern and Inver in Philadelphia said they plan to continue offering home deliveries once the pandemic passes.

Auto insurers are issuing \$7B in coronavirus refunds

By Abdel Jimenez
CHICAGO TRIBUNE

With highways and roads abandoned as motorists stay home during the COVID-19 health crisis, the nation's biggest auto insurers are refunding policyholders more than \$7 billion.

Fewer cars on the road typically means fewer accident claims, and according to Arity, a data and analytics firm owned by Allstate, the total number of miles driven nationwide since March 8 is down by more than half.

Here is a list of auto insurers, with details on what they are offering:

State Farm, a mutual insurer owned by its policyholders, will give its customers a \$2 billion rebate. Most policyholders will get a 25 percent credit for the weeks between March 30 and May 31, the Bloomington-based insurer said. State Farm said the percentage awarded will vary by state.

Geico will give back about \$2.5 billion to its auto and motorcycle customers. The company will issue a 15 percent credit as those policies come up for renewal between April 8 and Oct. 7. The credit also applies to new policies purchased with Geico during that time period.

Progressive Insurance said it will offer its personal auto policyholders a 20 percent credit for their April and May premiums, totaling about \$1 billion. Customers can expect those credits to be automatically applied to their accounts in May and June.

Allstate will return about \$600 million to its customers, which most policyholders will get back in the form of a roughly 15 percent credit on their premiums in April and May. Customers will receive the rebate through a credit to their bank account, credit card or on their Allstate account.

USAA, a member-owned association based in San Antonio, Texas, said it will return \$520 million to its members. Policy-

holders will receive a 20 percent credit on two months of premiums.

Liberty Mutual said it would return about \$250 million to personal auto insurance customers in the form of a 15 percent refund on two months of their annual premiums. The refunds will begin in April.

American Family Insurance will return about \$200 million to policyholders. The Madison, Wisconsin-based insurer will return \$50 for each vehicle insured.

The Hartford, which has an exclusive agreement with AARP to sell auto and home insurance products to its members, said it will give back about \$50 million to its auto customers in the next couple of months. Most customers will receive a 15 percent refund on their April and May premiums.

Farmers Insurance and 21st Century Insurance also said their customers will receive a 25 percent reduction in April premiums.

Nationwide said it will offer a one-time premium refund of \$50 for each insured vehicle. Customers will receive a refund in the next 30 days to their most recent method of payment.

Travelers said it will give its auto insurance customers a 15 percent credit on their April and May premiums.

To place legal notices
email legals@chron.com
or call 713.224.6868.

BIDS & PROPOSALS	BIDS & PROPOSALS	BIDS & PROPOSALS	BIDS & PROPOSALS	BIDS & PROPOSALS
ADVERTISEMENT FOR DESIGN-ASSIST SERVICES PROPOSALS San Jacinto Community College District (SJCCD) Central Campus Classroom Building Tellepsen Builders, L.P., serving as CMAR for the San Jacinto College District, requests Guaranteed Maximum Price proposals from Glass & Glazing and Drywall sub-contractors ONLY for the SJC Central Campus Classroom Building. Proposals are due to Tellepsen Builders, L.P. at or before 2:00 P.M. local time on Thursday 23, April 2020. Complete bid forms and proposals are to be uploaded to the Smart Bid Net System. To receive your invitation to Smart Bid, please contact Paul Bain by email at pbain@tellepsen.com or phone at (281)272-4922. If you are unable to upload your proposal, please contact Paul Bain to discuss alternative delivery methods. All proposals shall remain valid for 90 days. The owner, CM at Risk, and Architect reserve the right to reject any and all bids, to waive any informalities and irregularities in the proposal process and to make awards in the best interest of the San Jacinto Community College District. Project Documents and Specifications are available at the following locations for respondents to review for preparation of their Proposals: • Tellepsen's Houston Office - 777 Benmar, Suite 400, Houston, TX 77060 • SmartBidNet- By Invitation • Contact Paul Bain at (281-272-4922) or pbain@tellepsen.com for information.			REQUEST FOR COMPETITIVE SEALED PROPOSALS 2019 HIGH SCHOOL BAND TOWER REPLACEMENTS, HUCKABEE PROJECT NO. 1818-01-01; PROPOSAL NO. 19-11-5447R-RFP CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT The Cypress-Fairbanks Independent School District will accept Com-petitive Sealed Proposals until 2:00 P.M. on Tuesday, April 28, 2020 at the Cypress-Fairbanks Independent School District Facilities and Construction Office, 11430 Perry Road, Building B, Houston, Texas 77064. A Pre-Proposal Conference will be held Wednesday, April 22, 2020 at 10:00 A.M. at the Cypress-Fairbanks Independent School District Purchasing Office, Windfern Administrative Annex, 12510 Wind-fern Road, Houston, Texas 77064. Proposal Evaluation Criteria are published in the "Instructions to Proposers" section of the proposal documents. Plans and specifications will be released Thursday, April 16, 2020, and will be available from Huckabee at www.huckabee-inc.com/construction/ upon request. The Owner reserves the right to waive any informalities and to reject any or all proposals.	

SEALED QUALIFICATION TIONS WILL BE RECEIVED BY PROCUREMENT SERVICES, PORT OF HOUSTON AUTHORITY EXECUTIVE OFFICE BUILDING, ATTN: BID/PROPOSAL RECEIPT DEPARTMENT, 111 EAST LOOP NORTH, HOUSTON, TEXAS 77029 UNTIL 11:00 A.M., ON May 19, 2020 FOR THE FOLLOWING:
PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN WHARF 7 AND OPTIONAL WHARF 1 AT BAYPORT CONTAINER TERMINAL(RFQ-1485).
NOTE: THERE IS NO PRELIMINARY MEETING SCHEDULED FOR THIS PROJECT
FIRMS INTERESTED IN SUBMITTING QUALIFICATIONS FOR THIS PROCUREMENT MAY OBTAIN A COPY OF THE RFQ FROM THE PORT OF HOUSTON AUTHORITY'S WEBSITE, <http://buyspeed.poha.com/bso>, WHERE VENDOR REGISTRATION AND "PROCUREMENT PACKAGE" DOWNLOAD INSTRUCTIONS ARE AVAILABLE.

NOTICE TO BIDDERS
The Metropolitan Transit Authority of Harris County, Texas (METRO) is planning to issue the procurement documents listed in this advertisement.
RFP 40200000127: Program Management Information System for Planning Engineering & Construction. Solicitation will be available on or about April 6, 2020.
Prospective bidders/proposers can view and download these solicitations by visiting METRO's website at <https://www.ridemetroapp.org/procurement/>. If you are unable to download the documents or are having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881.

LEGAL NOTICES	LEGAL NOTICES	LEGAL NOTICES	NOTICE TO CREDITORS	NOTICE TO CREDITORS
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Metropolitan Transit Authority
NOTICE OF PUBLIC COMMENT

At its January 23, 20 meeting, the Board of Directors of the Metropolitan Transit Authority of Harris County, Texas (METRO) approved the FY2019 Urbanized Area Formula, the FY2019 State of Good Repair and the FY2019 Bus and Bus Facilities Programs of Projects. These Programs of Projects will be funded with grant support from the United States Department of Transportation Section 5307, Section 5337 and Section 5339 of the Fixing America's Surface Transportation Act (FAST Act). A complete listing of the projects can be found at:

<http://www.ridemetro.org/Pages/NewsPublicHearing.aspx>.

Members of the public may submit comments in writing to METRO Grant Programs office on the 5th floor, 1900 Main, Houston, TX 77002; or, requests for a public hearing will be accepted until 5:00 p.m., Friday, April 24, 2020. Further information may be obtained by contacting Albert Lyne, METRO Director of Grant Programs, at 713-739-4697 or al21@ridemetro.org. The approved FY2019 Program of Projects outlined above will become the final Program of Projects unless amended by the Board of Directors.

THE HOUSING AUTHORITY OF THE CITY OF PORT ARTHUR
NOTICE OF INVITATION FOR BID
IFB No. B20001
SALE OF SINGLE-FAMILY HOMES

AGENCY CONTACT PERSON	Alyce Williams, Procurement Officer Telephone: 409-984-2660 E-mail (preferred): alyce.williams@pahousing.org TDD: 800-735-2989 (800-RELAY TX)
HOW TO OBTAIN THE IFB DOCUMENT	Call or e-mail Alyce Williams and a copy of the document will be e-mailed to you. Our office is currently closed to the public; however, arrangements may be made to pick up a hard copy if necessary.
VIEWING OF PROPERTIES	Viewing of properties may be arranged by calling or e-mailing Alyce Williams no later than Friday, April 24, 3:00 PM.
PROPERTIES FOR SALE	All properties are located in Port Arthur, Texas. 5001 Lakeshore Drive 4245 Ashland Drive 3900 Dryden Road 3908 Rachel Avenue 3435 40th Street 2140 Woodrow Drive 6324 Diamond Avenue 2001 Green Avenue 3747 28th Street 2100 Evergreen Drive 2960 27th Street 1126 Rosedale Drive 3909 5th Street
BID SUBMITTAL RETURN	Bidders shall submit a separate bid for each property they wish to bid on. Bids may be mailed to: Alyce Williams, Procurement Officer Agency Administrative Office 920 DeQueen Blvd., Port Arthur, TX 77640 Or bids may be e-mailed to: alyce.williams@pahousing.org
BID SUBMITTAL DEADLINE	Friday, May 8, 2020, 3:00 PM. Late bids shall be rejected.

All qualified individuals and businesses are encouraged to respond.

ADVERTISEMENT FOR SUBCONTRACTOR/VENDOR PROPOSALS
Spring Independent School District (Spring ISD)
Salyers Elementary School Drainage and Site Improvements
SHS Natatorium Renovation
Westfield HS NJROTC Renovations
Gordan M. Anderson Leadership Center Renovation
Bammel MS Pre-K Conversion

Tellepsen Builders, L.P. - Construction Manager at Risk (CMAR) for the Spring ISD, 2020 Summer Projects is requesting proposals for these projects. Included in these packages are:

- Salyers Elementary School
Project Description - Drainage and Site Improvements
- SHS Natatorium Renovation
Project Description - Existing Spring HS Natatorium Facility Renovations to bring facility up to code, pool and equipment refurbishing, replace existing diving stands and boards, installation of two new pool lifts; interior renovations of coaches' offices and locker room facilities & accessibility upgrades.
- Westfield HS NJROTC Renovations
Project Description - Renovations to 1st floor of Westfield HS to accommodate JROTC program currently housed in portable buildings; demolition, interior renovations, upgrades to MEPT systems, relocation of SPED programs.

Projects to be included on a future update:
Gordan M. Anderson Leadership Center Renovation
Project Description - approx. 11K sqft of renovation of a second floor of an existing building; demolition of some walls, interior finishes and accessibility improvements.

Bammel MS Pre-K Conversion
Project Description - 4 classroom interior renovation to accommodate the Pre-K/K program. Clear site for playground and fencing. Awaiting Survey for site work.

Proposals are due to Tellepsen Builders, L.P. at 2:00 P.M. local time on Thursday, April 23. Submit via email to bidtaker@tellepsen.com, fax to (281-931-4468), or hand/mail delivery to Tellepsen at 777 Benmar Drive, Suite 400, Houston, TX 77060. Late proposals are not accepted.

Project Documents and Specifications are available at the following locations for Respondents to review in preparation of their Proposals:

- Tellepsen's Houston Office - 777 Benmar, Suite 400, Houston, TX 77060
- SmartBidNet- By Invitation only contact Mercedes Lopez mlopez@tellepsen.com
- AGC - Houston - 3825 Dacoma St., Houston, TX 77092 (713-843-3700)
- National Association of Minority Contractors - 3825 Dacoma St., Houston, TX 77092 (713-843-3791)

Contact Mercedes Lopez at 281.272.4939, mlopez@tellepsen.com for information regarding this project.

Stay legal and get noticed by emailing our team at legals@chron.com or calling 713.224.6868

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Ext. 6435 or 4204

***\$74.00 includes first 36 lines and 1 Affidavit of Publication**
***\$1.92 per line over 36 lines**

NOTICE TO CREDITORS
Notice is hereby given that original Letters of Administration for the Estate of ALFRED HASELOFF, JR., Deceased, were issued on April 6, 2020, in Cause No. PR40144, pending in the County Court at Law No. 2 and Probate Court, Brazoria County, Texas, to: SHAWN HASELOFF. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.
c/o: **A. G. Crouch**
Attorney at Law
235 W. Sealy Street
Alvin, Texas 77511
DATED the 9th day of April, 2020.
/s/ A. G. Crouch
A. G. Crouch
Attorney for SHAWN HASELOFF
State Bar No.: 05148000
235 W. Sealy Street
Alvin, Texas 77511
Telephone: (281) 331-5288
Facsimile: (281) 331-9346
E-mail: agcrouch@crouchlawoffice.com
Dr. David Cech is leaving the Houston Methodist Department of Neurosurgery. His last day will be May 2nd, 2020. Patients needing copies of medical records or a referral to another neurosurgeon may call 713-441-3800.

View legal notices at chron.com/legals

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COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
 3555 Timmons, Suite 120, Houston, TX 77027
 Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:

☐

BIDS

☒

PROPOSALS

INVITATION NO.: **PR11-20**

ISSUE DATE: **May 21, 2020**

CATEGORY: **PARKS & RECREATION EQUIPMENT**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein.

NOTE: Only responses submitted online will be accepted. Responses are scheduled to be formally “opened” by H-GAC on the date and time indicated in the table below. Any responses submitted later than 1:00 p.m. on the due date will be deemed non-responsive and rejected.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	March 26, 2020
PRE-BID/PROPOSAL CONFERENCE:	April 23, 2020 @ 9:00 a.m. CT; Conference Room B, 2nd floor
FINAL SPECIFICATION / INVITATION:	May 21, 2020
PROPOSAL RESPONSES DUE:	June 17, 2020 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	June 17, 2020 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	August 18, 2020
CONTRACT START DATE & TERM:	November 1, 2020 – July 31, 2022 (2 years)
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Neal Witty Phone: 713-499-6693 E-mail: neal.witty@h-gac.com	

CONTENTS OF THIS INVITATION

SECTION-A: General Terms & Conditions

SECTION-B: Product/Service Specific Requirements & Specifications

SECTION-C: HGACBuy Forms

SECTION-D: Pro-Forma (Sample) Contract

FORMS: W-9, CIQ, 1295, HB89, CIF



SECTION-A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. PR11-20
DESCRIPTION: Parks & Recreation Equipment

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers
CFR = U.S. Code of Federal Regulations
DOJ = U.S. Department Of Justice
DOT = U.S. Department Of Transportation
EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Admistration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Admistration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Admistration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to

thoroughly examine and review all documentation associated with this Invitation, including any Addendums, to ensure that any response submitted complies in every respect with all requirements.

- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local

governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Response. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
- a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.
- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the H-GAC contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of H-GAC and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the H-GAC contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or H-GAC, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to H-GAC only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or **Offeror's** Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to ensure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
 - The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
 - Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".

H-GAC shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required **FORM** or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
 - **Form(s)-A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form-B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form-C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

- e. All best efforts have been made to ensure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the **FORMS**. **Offeror's** information supplied on the **FORMS** shall take precedence in the event any standard “boilerplate” type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed **FORMS** supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses and may reject any part of a response.
- c. **H-GAC, at its sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. **The following occurrences require disqualification of the bid/proposals:**
- Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation
- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB) and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles, the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's** **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC's** website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three-month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable
 - End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the

HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above-mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

51. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A General Terms & Conditions
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SECTION-B

PRODUCT SPECIFIC REQUIREMENTS FOR PARKS & RECREATION EQUIPMENT

1.0 PURPOSE AND SCOPE

The Houston-Galveston Area Council (H-GAC) is a government regional planning commission. Included within H-GAC is the *HGACBuy* program, which issues bid invitations and makes awards on behalf of our local government Members (municipalities, counties, K-12 schools, universities, hospital and special districts, and other local agencies), within and beyond Texas (8000 members in 49 states). **H-GAC expects (confirmed by a response to this Invitation) Offeror to have the capability and willingness to serve any H-GAC member, directly, or indirectly through an arrangement with (or contractual "assignment" to) another dealer or the manufacturer (i.e. in the case of an Offeror being a dealer).** As noted in Section-A, a vendor under this contract may petition H-GAC for an assignment (e.g. to a third party such as another dealer), whereby H-GAC extends an offer on vendor's behalf to the third party to be an additional, separate contract holder for the awarded catalog. If they are agreeable to the terms & conditions, contract pricing, et cetera, the third party may then be added onto the contract as an additional, independent vendor, capable of quotations, installation, receiving of end user payments, and the remittance of the purchase order processing charge.

This solicitation is intended to replace the current contract (PR11-18), with this specification addressing the potential needs of our Cooperative Purchasing Program's Members. It focuses on items consistent with local governments' parks and public venue needs, such as playground / child development equipment, safety surfacing, site amenities (tables, benches, grills, drinking fountains, sports and leisure/fitness equipment), and shelters/canopies. This specification describes a "catalog" style bid format, whereby complete manufacturers' catalogs will be pre-listed and priced (by manufacturers and/or dealers) in their entirety, with Offerors pricing the catalog documents at a percentage-off-list price. Offerors who are awarded contracts pursuant to this Invitation will be able to sell the equipment contained in the awarded catalog(s) through the program to H-GAC Members during a twenty-four (24) month contract period.

2.0 ACRONYMS AND DEFINITIONS

- ASTM International: American Society for Testing and Materials, Intl (100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA, 19428-2959).
- Catalog: In general, an official pricing document from the manufacturer or dealer; specifically, a formal, published manufacturer's catalog, with models and accessories listed and indexed by model numbers/codes, with associated retail/list pricing sheets; or, if the previous is unavailable, an internal manufacturer-to-dealers list price document or dealer price book, listing models and accessories and inclusive of available manufacture item numbers/codes and list prices.
- Contractor: H-GAC awardee under contract to sell through this program (vendor).
- Cost-Plus: Pricing offered as a percentage over actual cost. This method is useful in situations where unforeseen variables may affect the actual, final price (e.g. pricing on playground equipment installation, where there are regional cost-per-hour variances, ground / slab preparation problems, et cetera).
- CPSI: Certified Playground Safety Inspector". Certification offered by the NPSI for playgrounds safety inspections, covering ASTM and USCPSC standards.
- Invitation: The *Invitation to Submit Formal Bids* associated with the final version of this specification.
- IPEMA: International Play Equipment Manufactures Association (4305 North Sixth Street, Suite A, Harrisburg, PA 17110).

- Members: Local government agencies (cities, counties, police and fire departments, K-12 schools, universities, et cetera) participating in the Houston-Galveston Area Council's Cooperative Purchasing Program (*HGACBuy*). Members, at their discretion, purchase equipment and services through H-GAC from contracted manufacturers and/or dealers, following a formal bid-award process.
- NPSI: National Playground Safety Institute (National Recreation and Park Association; 22377 Belmont Ridge Road, Ashburn, VA 20148-4150).
- Offeror: Manufacture and/or dealer who submits a formal pricing response to this Invitation (bidder).
- USCPSC: U.S. Consumer Product Safety Commission (4330 East West Highway, Bethesda, MD 20814).

3.0 SAFETY REQUIREMENTS: PLAYGROUND EQUIPMENT

For playground equipment and safety surfacing, and as applicable, playground installation services bid and sold under this invitation and its subsequent contract, manufacturers and dealers shall conform to the following safety requirements. **By submitting a formal bid response, Offeror acknowledges compliance to the following minimum requirements:**

- 3.1 Compliance with CPSC safety standards as expressed in CPSC Publication No. 325: *Handbook for Public Playground Safety* (most recent version).
- 3.2 Playground equipment manufacturers shall possess IPEMA certification.
- 3.3 **Compliance with these ASTM standards (most current versions):** F1487: *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*; ASTM F1951: *Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*; ASTM F2373 *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months*.
- 3.4 **Surfacing manufacturers and installers shall possess IPEMA certification or shall provide evidence of compliance to the following ASTM standards: for surfacing (most current versions):** F1292: *Standard Specification for Impact Attenuation of Surface Systems, Under and Around Playground Equipment*; F2075: *Standard Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment*; F2223 *Standard Guide for ASTM Standards on Playground Surfacing*; F2479 *Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing*.
- 3.5 Where normally available by manufacturers, factory certified dealer installers (in which case, associated pricing shall be specified on Form-E)
- 3.6 Capability of passing a formal third party NPSI-CPSI audit if required by H-GAC member.

4.0 GENERAL REQUIREMENTS

- 4.1 All equipment sold under this program shall be new, non-refurbished equipment, carrying the manufacturer's standard warranty, being as good or better as is normally issued to government buyers.

5.0 PRODUCT CODES AND PRICING

- 5.1 For the purpose of this Invitation, all catalogs covered by this specification shall be relegated to those pre-listed on Form-D. On Offeror's bid submittal, a reference shall be made to the Form-D alpha-numeric "Product Codes" on any options priced on Form-E. Offeror may price any catalog on Form-D and shall do so as a single percentage discount off list pricing, for the

entire applicable catalog(s) described. **Bids where a line item(s) is shown without any listed discounts (i.e. zero percent) will be deemed as a non-compliant line item(s).**

- 5.2 The catalogs and price books bid shall be the most current documents in effect during this Invitation's open bid period - specifically those corresponding with a 2020 calendar year time frame and the submittal date (i.e. May 2020). If a manufacturer issues a catalog revision during the life of this contract, contractors shall submit the revised catalog to H-GAC as part of a contract update request.
- 5.3 H-GAC ORDER PROCESSING CHARGE: As described in Section-A, for each purchase order processed under an awarded contract, H-GAC will directly invoice contractor a 1.5% Order Processing Charge, applicable to the price of all equipment and services (including installation, et cetera) that are submitted in contractor's solicitation response. Fee is calculated from awarded bid pricing before any additional point-of-purchase discounts have been applied. It is Offeror's responsibility to take this charge into account in the pricing offered in response to this Invitation (i.e. building this fee into Form-D discount figure and the Form-E options prices)

5.4 Offeror shall include with bid package, for every catalog bid under this Invitation, an electronic copy of:

- (1) The applicable manufacturer's catalog; and**
- (2) The associated list price book / sheet.**

Line items that are bid without a list pricing shall be non-compliant.

- 5.5 Bid pricing shall be exclusive of freight charges, which will be addressed at the time of each individual sale, as a purchase order line item, specific to the individual H-GAC end user's location.
- 5.6 H-GAC's Form-E is included in your bid package. Offeror shall use it to price those related options that fall outside of a particular catalog listed herein. These include such things as installation and other labor/services fees, extended warranties, et cetera. Due to the preferences shown in the past from HGAC Members, bid responses for playground, skate park, water park, and shade / shelter equipment (and any other equipment where seller normally offers installation) should ideally include pricing (separately, on Form-E) for installation, and where normally or potentially provided by Offeror, pricing on related services such as design, demolition, preparation, and other associated, related services.

To satisfy this, if Offeror does include options pricing on such services/labor charges, Offeror may use the following option pricing mechanisms:

Specific-pricing tables showing \$/hour, cost/unit, \$/square foot, \$/column (e.g. concrete / footing installation), et cetera.

NOTE THE FOLLOWING CHANGES MADE TO H-GAC'S PREVIOUS BID SPECIFICATION REQUIREMENTS IN REGARDS TO LABOR/SERVICES PRICING

Restrictions

- ◆ Offeror shall NOT price such installation/labor options as a range (e.g. “between \$x and \$y), or “cost/cost-plus”, or a “not to exceed x% or x\$”, or a “per project basis”. Such options will be disallowed from a line item award.

- ◆ Offeror shall NOT include the following on Form-E:

- Catalogs that are represented on this specification (Form-D)
- Pricing / catalogs for other related equipment (e.g. replacement parts)
- WITHOUT specific pricing (i.e. priced without a specific options table with prices or a combination list price sheets - % discount off list)
- Non-catalogs products (replacement parts, complementary products from other brands, custom designs, et cetera) WITHOUT specific pricing (i.e. WITHOUT specific options table with prices, or list price sheets with a % discount off list)

Such options pricing of an otherwise responsive bid will be disallowed from the final award

5.7 Where Offeror provides a detailed labor/services table, it may be framed as national, regional, or state-by-state.

5.8 List price books/sheets should contain only the item descriptions and the non-discounted list prices...no “HGAC Price”, “Price + Discount”, or other variation.

Note: Per the Texas Interlocal Cooperation Act, a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h). Consequently, if a response includes quotes either of these pricing elements, that portion will not be included in award.

6.0 MANUFACTURERS

H-GAC welcomes manufactures participation in this bid process. At a minimum, this would mean encouraging dealers to participate in this bid invitation, or to bid directly, or jointly with other dealers. Manufacturer-bidders who become awarded contractors will provide HGAC Members with assistance, PO processing, product delivery, fee remittal, and quarterly sales reporting to HGAC. However, manufacturer may utilize dealers for individual sales quotations, delivery, and installation capacities.

7.0 AWARDS

For each specific Form-D line item, H-GAC will recommend awards to the contractor with the highest overall score providing the best value.

- **Scoring Component: Pricing**
For each line item, a review of Offerors’ submitted bid prices will be conducted. Where pricing elements are satisfied (including a thorough and accurate Form-E, et cetera), each Offeror will be ranked first, second, third, et cetera, based upon product pricing levels. The Form-D Base percentage discount submitted, weighted to 90% of the total score. Each rank will then be adjusted against the weighed multiplier to arrive at this pricing subsection score.

- **Scoring Component: Past Performance**

An evaluation will be conducted of the Offeror's previous sales performance as an HGACBuy Contractor. This is weighted at a maximum 10% of the total score. If an Offeror is a current vendor and has sales, they will receive the full 10%, and for no sales, 0%. First-time bids will receive the maximum 10% for this scoring component. Each Offeror's rank will be adjusted against the 10% / 0% index to arrive at this Past Performance subsection score. For each line item, an offeror will receive a final score, comprised of the score for their Pricing and Past Performance scores.

In the event of a tie, H-GAC reserves the right to utilize additional factors in compiling a tie breaker, which may include an offeror's specific H-GAC member sales data, number and location of branches, **depth and breadth of priced options (e.g. inclusion of installation)**, a vendor's reporting and fee remittance history with HGAC, vendor history with respect to HGAC members, et cetera. NOTE: For joint bids (e.g. a single response from multiple dealers), each party will be scored per the above criteria and an overall average will be taken of all Form-A's submitted to determine the overall score for each joint bid submission. Requests for debriefing must be in writing within five (5) days after Board approval. H-GAC reserves the right to not conduct debriefings made after that time. This procedure is not available to parties that did not participate in solicitation or had non-responsive (failing to follow solicitation requirements), non-timely (late), or otherwise rejected proposals/bids.

8.0 MARKETING & SUPPORT PLAN (FORM-H)

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Member across the nation, and to promote this contract to the best of its ability. Consistent with this, proposer should acknowledge this, with a description of the resources that will most likely be employed (1) in promoting this contract (e.g. sales calls, mail-out campaigns, et cetera, and (2) in serving H GAC Members (e.g. staff appointed to manage the contract, possible revised processes for purchase orders, staff training relating to this contract). Reference the H-GAC Forms Packet for Form-H.

9.0 COMMITMENT

Offeror is required to make some basic commitments to ensure the overall success of this program. By submission of a response, Offeror agrees to the following:

- Corporate/Sales Commitment

A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

- HUB Participation

It is H GAC's goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. If Offeror(s) intends to employ subcontractors in providing services/products related to this solicitation, Offeror(s) shall make and demonstrate a good faith effort to include HUB participation under a contract. Offeror(s) good faith effort shall include, but is not limited to the following affirmative steps (Ref. 2CFR 200.321 as a guide):

- 1) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 2) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 3) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 4) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department

of Commerce

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

***** End of Section-B *****

SECTION-C: H-GAC FORMS**For Use In Responding To Competitive Bid And Proposal Invitations**

Invitation No.:	PR11-20
Title:	Parks & Recreation Equipment

This document contains the following (required) H-GAC forms:

FORM	DESCRIPTION
Form-A	Offeror Identification and Authorized Signatory
Form-B	Historically Underutilized Business Enterprises
Form-C	Response Checklist
Form-D	Offered Items Pricing
Form-E	Published Options
Form-H	Marketing & Support Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
Form HB 89	HB Verification Form
C.I.F.	Contractor Information Form

Offeror shall use the tabbed Excel version of these forms (no PDF)

These forms are hereby made available in electronic format. And **may not** be changed or altered in any way, except as may be specified on the form.

FORM-A: OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: PR11-20

Invitation Title: Parks & Recreation Equipment

Offeror Company:

Offeror Status ☐ Manufactur ☐ Dealer/Distributo ☐ Other
☐ Single Offeror ☐ Multiple
Acting Alone Or Offerors

Response Type(1):

Contract Signatory(2):

Title:

Mailing Address(3):

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Phone:

Fax:

Email Address:

Federal Tax ID No.:

Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person (4):

Title:

Mailing Address:

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Toll Free Phone:

Fax:

Email Address:

(4) Person who End Users will contact for product information and pricing quotations.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:

Title:

Printed Name:

Date:

Title: Parks & Recreation Equipment

Offeror:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

*Certifying/Listing Authority(s):

*** Note:** The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities.

Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used", "HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal oriented programs.

Offeror agrees to work with and assist HGACBuy members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Accepted and Agreed By (Name):

Title:

Date:

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this solicitation. Include the following information for each subcontractor:

- Company Name
- Address
- Phone number
- Applicable HUB designation/certification (DBE, MBE, etc.)
- Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Procurement No.: PR11-20
Title: Parks & Recreation Equipment Offeror: _____		
This form is provided to help insure that all required response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant.		
This Response shall include:		
1	All H-GAC forms (HGAC Forms Packet and those included in this table below), completed, and signed where prompted	
2	A copy of the complete submission, including all required H-GAC forms, and all required documents. The HGAC forms document shall be unaltered except for the prompted data fields (name, pricing, etc.) and submitted in its original Excel format only (no PDF). Offeror shall not split the Forms document into its respective worksheets, but kept as a single document.	
3	A comprehensive list of applicable priced options on Form-E	
4	Per Section-B, complete electronic copies of each catalog priced and its associated list price book/sheet	
5	A signed Form-A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
6	The required list of References.	
7	Details of "Service Organization", including locations, hours, personnel and parts/service availability	
8	Complete Warranty Documentation for all products offered.	
9	Completed Form-H	
10	W-9 Form, completed and signed for each party to the bid.	
11	CIQ Form, completed and signed for each party to the bid. The form and instructions for its use can be found at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm .	
12	1295 Form, completed, signed for each party to the bid. The form and instructions for its use can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .	
13	HB 89 Form for each party to the bid, completed and signed.	
14	Contractor Information Form for each party to the bid, completed and signed.	

FORM-D: OFFERED ITEMS PRICING**Invitation No. "PR11-20: Parks & Recreation Equipment"**

NOTE: Form-E is the document on which Offeror shall price options that fall outside of these catalogs' equipment. H-GAC has updated the options requirements. Offeror shall refer to the Section-B document included in this Solicitation packet, subsections 5.6-5.8

Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (1) an electronic copy of each catalog bid and its associated list price sheet/book; (2) a percentage discount off list prices, on Form-D; (3) additional pricing on Form-E. If a catalog listed on this form references and is comprised of more than one distinct catalog and product line, Offeror must still show a single percentage discount.

Offeror:

For joint bids, insert the company names of all parties, using footnote references as needed

Product Code	Manufacturer	Catalog Description	Discount Off List
PR11-20A01	Action Play Systems	2020 Action Play Playground and Site Amenities Equipment Catalog	
PR11-20A02	Americana Building Products	2020 Americana Building Products Catalog	
PR11-20A03	Athletic Connection (SSG, Inc.)	2020 The Athletic Connection Master Catalog	
PR11-20A04	Barco Products	2020 Barco Site Amenities Catalog	
PR11-20A05	BCI Burke	2020 BCI Burke Park & Recreation Catalog	
PR11-20A06	Berliner Seilfabrik Play Equipment	2020 Berliner Seilfabrik and Urban Design Lines Catalog	
PR11-20A07	Bison, Inc.	2020 Bison Sports Equipment Catalog	
PR11-20A08	Cedar Forest Products	2020 Cedar Forest Shelters Catalog	
PR11-20A09	Century Industries	2020 Century Industries Stationary and Mobile Bleachers & Stage Equipment Catalog	
PR11-20A10	Classic Recreation Systems, Inc.	2020 Classic Recreation Systems Shade and Shelter Equipment Catalog	
PR11-20A11	Columbia Cascade	2020 Playground Equipment, Site Furnishings and Fitness Equipment Catalog	
PR11-20A12	Concord Industries	2020 Concord Industries Flagpoles Catalog	
PR11-20A13	Cre8Play	2020 Cre8Play Product Catalog	
PR11-20A14	Dog-On-It-Parks	2020 Dog-On-It-Parks Catalog-Dog Park Equipment Catalog	

PR11-20A15	Douglas Sports Equipment	2020 Douglas Sports Equipment Catalog	
PR11-20A16	DuraPlay	2020 DuraPlay Safety Surfacing Catalog	
PR11-20A17	Dynamo Industries	2020 Dynamo Playground and Basketball Equipment Lines Catalogs	
PR11-20A18	ExoFit	2020 ExoFit Outdoor Fitness Equipment Catalog	
PR11-20A19	Forever Lawn	2020 ForeverLawn Synthetic Surfacing Catalog (ForeverLawn Landscape, K9Grass, SportsGrass, Playground Grass, Splashgrass, GolfGreens, and BocceGrass product lines)	
PR11-20A20	Fibar Playground Surfaces	2020 Fibar Safety Surfacing Catalog	
PR11-20A21	Freenotes Harmony Park	2020 Freenotes Harmony Park Catalog	
PR11-20A22	Frog Furnishings (Jayhawk Plastics, Inc.)	2020 Frog Furnishings Site Furnishings Catalog	
PR11-20A23	Goric Marketing Group, USA	2020 Goric Playground Equipment and Safety Surfacing Catalogs	
PR11-20A24	Haws Corp.	2020 Haws Full Line Drinking Fountain Catalog	
PR11-20A25	Hendee Enterprises	2020 Hendee Shade and Shelter Product Catalog	
PR11-20A26	Henderson Recreational Equipment	2020 Henderson Playground and Site Amenities Catalog	
PR11-20A27	Icon Shelter Systems	2020 Icon Shade and Shelter Product Catalog	
PR11-20A28	ID Sculpture	2020 ID Sculpture Playground Climbing Sculpture Catalog	
PR11-20A29	International Mulch Co.	2020 International Mulch Company Catalog	
PR11-20A30	Jensen Swing Products	2020 Jensen Playground Equipment Catalog	
PR11-20A31	Kirby Built	2020 Kirby Built Site Amenities Catalog	
PR11-20A32	Landscape Structures	2020 Landscape Structures Catalog (Park & Playground Equipment, PlaySense, and SkyWays product lines)	
PR11-20A33	Madrax (Trilary, Inc.)	2020 Madrax Bicycle Rack Catalog	
PR11-20A34	Maryland Bleachers	2020 Maryland Bleachers Catalog	
PR11-20A35	Modern Shade, LLC	2020 Modern Shade Catalog	
PR11-20A36	MyTCoat	2020 MyTCoat Site Furnishings Catalog	
PR11-20A37	National Recreation Systems (PlayCore)	2020 NRS Bleachers Catalog	

PR11-20A38	New Earth Soils & Compost	2020 Kiddie Cushion Engineered Wood Surfacing Catalog	
PR11-20A39	Oasis Playgrounds	2020 Water Park/Playground Equipment Catalog	
PR11-20A40	Paris Equipment Manufacturing Ltd.	2020 Paris Site Furnishing and Outdoor Exercise Equipment Catalog	
PR11-20A41	Petersen Manufacturing	2020 Petersen Site Furnishings Catalog	
PR11-20A42	Pierceton Rubber	2020 Pierceton Rubber Catalog (Dynacushion, PlayPet, DynaBoulder, DynaCurb, and Activity products lines)	
PR11-20A43	Playcraft Systems (Commercial Playground Equip. Co.)	2020 Playcraft Playground Equipment and Site Furnishings Catalogs	
PR11-20A44	PlayMatta	2020 PlayMatta Playground Surfacing Catalog	
PR11-20A45	PlayMax Surfacing	2020 PlayMax Playground Surfacing Catalog	
PR11-20A46	Playsoft (Southwest Soils)	2020 Playsoft Playground Surfacing Catalog	
PR11-20A47	PlayWorld (Playworld Systems, Inc.)	2020 PlayWorld Systems Park & Playground Solutions Catalog	
PR11-20A48	PW Athletic Mfg. Co.	2020 Patterson-Williams Athletic Equipment and Site Furnishings Catalogs	
PR11-20A49	RCP Shelters, Inc.	2020 RCP Shade and Shelter Equipment Catalog	
PR11-20A50	Robertson Recreational Surfaces	2020 TotTurf, PupTurf, SecureLock, and SplashTread Safety Surfacing Catalogs	
PR11-20A51	SafeSurf	2020 SafeSurf Surfacing Timbers and Ramps Catalog	
PR11-20A52	Shade Structures, Inc. (USA Shade)	2020 Shade Systems Complete Shade Equipment Catalog	
PR11-20A53	Shade Systems	2020 Shade Covers, Canopies, Tents, Umbrellas & Shelters Catalog	
PR11-20A54	SofSurfaces	2020 SofTILE and SofRAMP Catalog	
PR11-20A55	Southwest Greens	2020 Southwest Greens Synthetic Grass and Sports Surfacing Catalog	
PR11-20A56	SportsPlay	2020 SportsPlay Catalog	
PR11-20A57	Stern-Williams Co., Inc.	2020 Stern-Williams Drinking Fountains, Wash Stations, and Outdoor Showers Catalogs	
PR11-20A58	Superior International Industries/ Superior Recreational Products	2020 SII Catalogs (SRP Playgrounds, GFP Playgrounds, Recycled Playgrounds, Shade, Shelter, Site Amenities/Dog Play and Play Components product lines)	

PR11-20A59	Themed Concepts	2020 Themed Concepts Playground Equipment Catalog	
PR11-20A60	Thomas Steele (Trilary, Inc.)	2020 Thomas-Steel Catalog	
PR11-20A61	Vista Furnishings	2020 Vista Site Furnishings Catalog	
PR11-20A62	Vitriturf (Hanover Specialties, Inc.)	2020 Safety and Athletic Safety Surfacing Catalog	
PR11-20A63	Wabash Valley Manufacturing	2020 Wabash Valley Catalog	
PR11-20A64	Waterplay Solutions Corp.	2020 Waterplay Waterpark Equipment Catalog	
PR11-20A65	Zeager's Woodcarpet (Zeager Bros, Inc)	2020 Zeager's Wood Carpet Catalog	

FORM-H -- MARKETING & SUPPORT PLAN		Procurement No.:	PR11-20
Offeror:			
Instructions: Reference Section-B			

W-9

Respondent should reference the W-9 form included in this solicitation package. It is a writeable form and should be completed and submitted with response in both printed and electronic formats.

On joint bids, a W-9 form is required for each party to the bid.

CIQ

Respondent should reference the CIQ/Conflict of Interest Questionnaire form included in this solicitation package. **It is required and should be completed (even in the absence of a conflict of interest)**, with name of your company, name of signatory, and signature - submitted with response in both printed and electronic formats.

On joint bids, a CIQ form is required for each party to the bid.

1295

Respondent should reference the Texas Ethics Commission document highlighted in this solicitation package ("Certificate of Interested Parties - Form 1295"). This State of Texas document is found online and must be completed in associated with this solicitation, submitted in both printed and electronic formats.

TEC site:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

On joint bids, a 1295 form is required for each party to the bid.

HB 89

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract

Respondent should reference the *HB 89* form included in this solicitation package. It should be completed and submitted with response in both printed and electronic formats.

On joint bids, an HB89 form is required for each party to the bid.

Contractor Information Form

Respondent shall complete the enclosed H-GAC document, "Contractor Information Form", and include in response in both printed and electronic formats, and included with the other required forms.

On joint bids, a CIF form is required for each party to the bid.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

SAMPLE

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and _____, hereinafter referred to as the Contractor, having its principal place of business at _____.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Signature

Name

Title

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

SAMPLE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom H-GAC contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Houston-Galveston Area Council”
 - In Section 3, insert the H-GAC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **notarize the form**
- (5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**

H-GAC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by H-GAC. After H-GAC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from H-GAC.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____,
do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

CONTRACTOR CONTACT INFORMATION

ATTENTION Houston-Galveston Area Council (H-GAC) Contractor: The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below. **During the term of this contract, notify H-GAC in writing of any changes to this information by emailing updates to: cpcontractfax@h-gac.com**

Section I

CONTRACTOR: _____ <u>Purchase Order:</u> _____	CONTRACT #: _____ <u>Invoice:</u> _____						
Contact Name: _____ Address: _____ <table style="width: 100%;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip Code</td> </tr> </table> Telephone No.: _____ Fax No. _____ Email Address: _____	City	State	Zip Code	Contact Name: _____ Address: _____ <table style="width: 100%;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip Code</td> </tr> </table> Telephone No.# _____ Fax No.# _____ Email Address: _____	City	State	Zip Code
City	State	Zip Code					
City	State	Zip Code					

Section II

CONTRACT INFORMATION:	
<i>Indicate the person (s) authorized to: sign contracts, request contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.</i>	
1. Printed Name of Signatory: _____ Corporate Title: _____ Tel. No.: _____ Fax No.: _____ Email: _____	2. Printed Name of Signatory: _____ Corporate Title: _____ Tel. No.: _____ Fax No.: _____ Email: _____

Section III

SALES CONTACT (Person who end users will contact for product information and pricing quotes)				
Contact Name:	_____	Title:	_____	
Address:	_____			
	Street	City	State	Zip
Telephone No.:	_____	Fax No.:	_____	
Mobile No.: (optional)	_____	Email:	_____	

Personal Folders > PR11-20

 PR11-20  More Options

 Items in this Folder  People on this Folder



☐	Name ▼	Size	Uploaded	Creator	
☐	  Zeager Bros., Inc - PR11-20.zip	32 MB	10:28 AM	S. Merchlinski	
☐	  Waterplay-Solutions-Corp-PR11-20.zip	339 MB	11:24 AM	L. Noel	
☐	  The PlayWell Group, Inc-HGAC PR11-20.zip	43 MB	6/11/20	M. Powell	
☐	  The Fibar Group LLC Houston-Galveston-Area-Council-PR11-20.zip	24 MB	6/16/20	F. Vargas	
☐	  SUPERIOR INTERNATIONAL INDUSTRIES, dba SUPERIOR RECREATIONAL PRODUCTS-PR11-20.zip	57 MB	6/12/20	K. Lockhart	
☐	  SofSurfaces, Inc - PR11-20.zip	36 MB	9:51 AM	b. goss	
☐	  Shade Systems-PR11-20.zip	18 MB	6/16/20	M. Talbot	
☐	  PW ATHLETIC MFG-PR11-20.zip	59 MB	6/16/20	M. Johnson	
☐	  PLAYMAX-PR11-20.zip	39 MB	6/16/20	C. Wolf	
☐	  Playground-Specialists-Inc-HGAC-PR11-20.zip	856 MB	8:18 AM	B. Stokley	
☐	  MattaLLC-PR11-20.zip	20 MB	12:14 PM	J. Lum	
☐	  Landscape_Structures_Inc_PR11-20.zip	270 MB	6/16/20	E. Harkess	
☐	  Icon-Shelter-Systems PR11-20.zip	17 MB	6/16/20	S. Schmeiser	
☐	  Houston-Galveston-Area-Council-PR11-20[1].zip	24 MB	6/15/20	F. Vargas	
☐	  Houston-Galveston-Area-Council-PR11-20[1] (2).zip	24 MB	6/15/20	F. Vargas	
☐	  HGAC-PR11-20-Section-C-Forms-Final (1).xls	319 KB	6/11/20	M. Powell	
☐	  Henderson USA Recreation Equipment Limited - Vista Site Furnishigns PR11-20.zip	196 MB	6/15/20	A. Crawley	
☐	  Hendee-Enterprises-Inc-PR11-20.zip	5 MB	12:52 PM	Y. Jones	
☐	  ForeverLawn Inc HGAC PR11-20.zip	52 MB	6/16/20	R. Wolf	
☐	  ExoFR-PR11-20.zip	5 MB	6/16/20	D. Flesher	
☐	  Columbia Cascade - PR11-20.zip	41 MB	6/16/20	S. Porter	
☐	  Century Industries-PR11-20.zip	10 MB	6/12/20	M. McRae	
☐	  Cedar Forest Products-PR11-20.zip	14 MB	6/15/20	B. LaBarge	
☐	  Berliner-Seilfabrik-Play-Equipment-Corporation-PR11-20.zip	605 MB	8:20 AM	D. Dean	
☐	  BCI Burke - PR11-20.zip	83 MB	6/16/20	J. Westphal	
☐	  AMERICANA OUTDOORS INC-PR11-20.zip	60 MB	6/16/20	M. Johnson	

Email me when a file is: ☐ Downloaded from this folder ☒ Uploaded to this folder



2:54 PM
6/17/2020

Folder Activity Log

Folder

PR11-20

Edit

User

All Users

Date

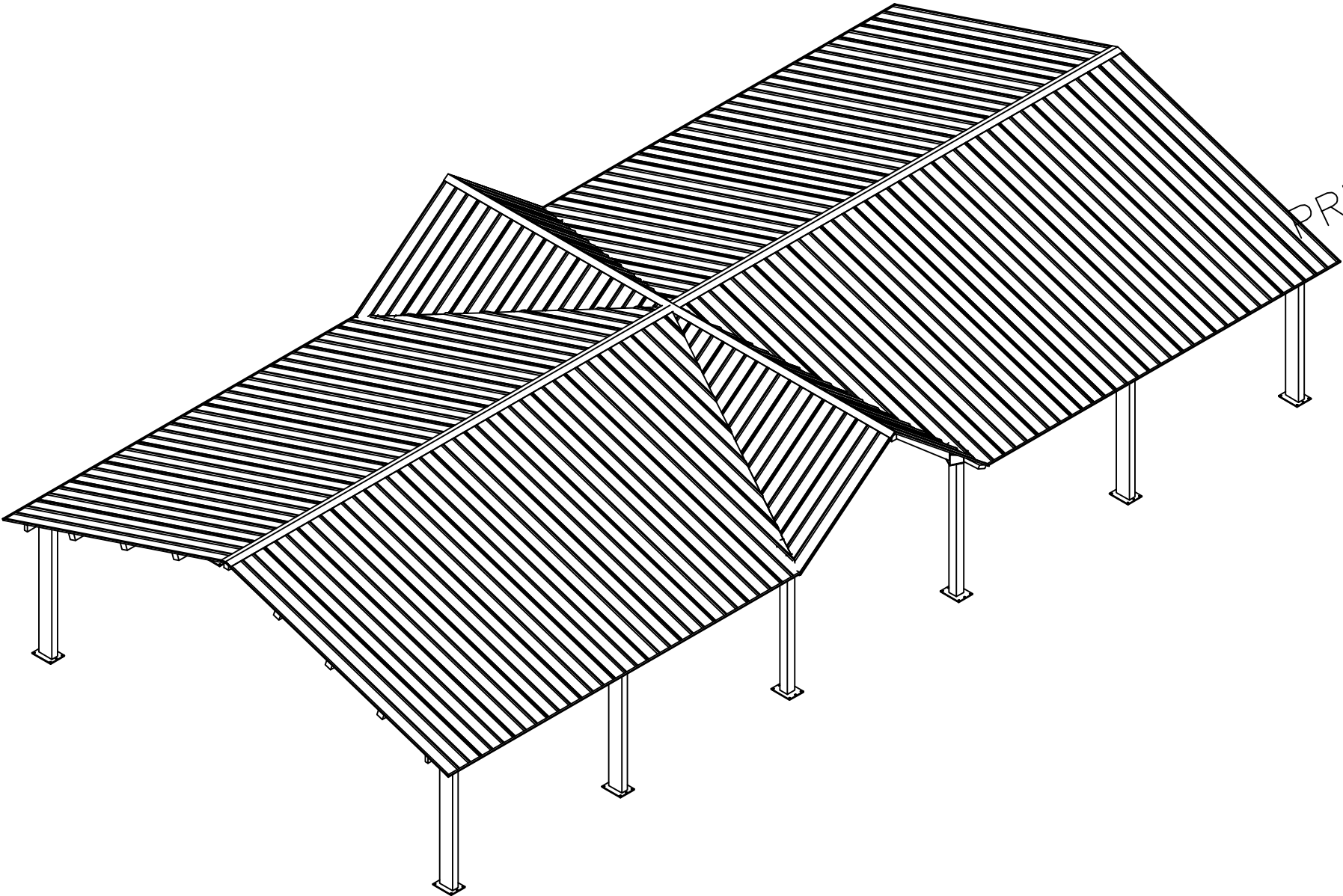
Last 1 week

☐ Include activity log of subfolders

- Activity Types
- ☒ Download/View
- ☒ Move Files/Folders
- ☒ Create URLs
- ☒ DLP Share
- ☒ Upload
- ☒ Restore Files/Folders
- ☒ Check In/Check Out
- ☒ Delete Files/Folders
- ☒ Create Folders
- ☒ DLP Scan (OK)
- ☒ Edit
- ☒ Create Notes
- ☒ DLP Scan (Rejected)

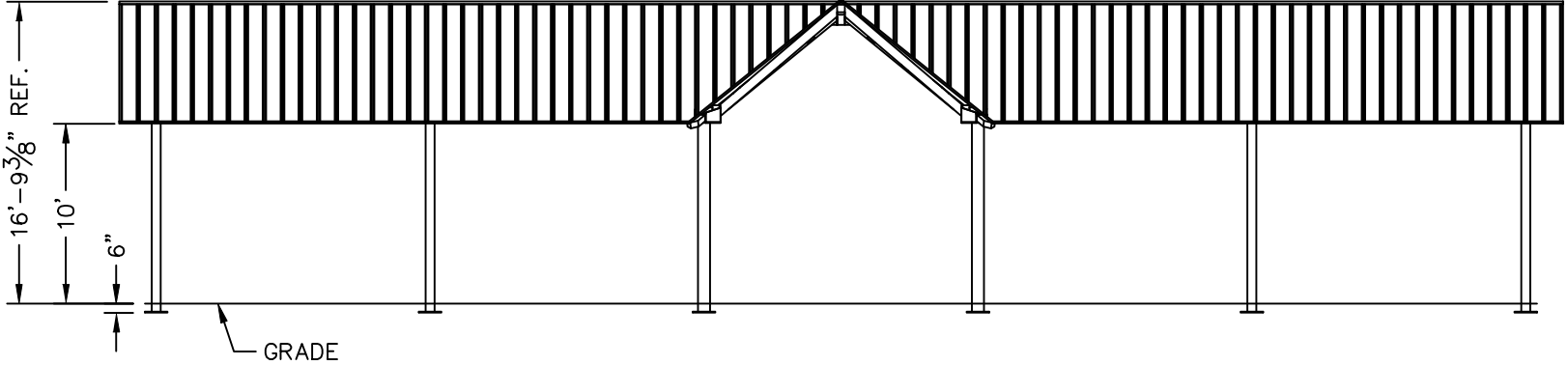
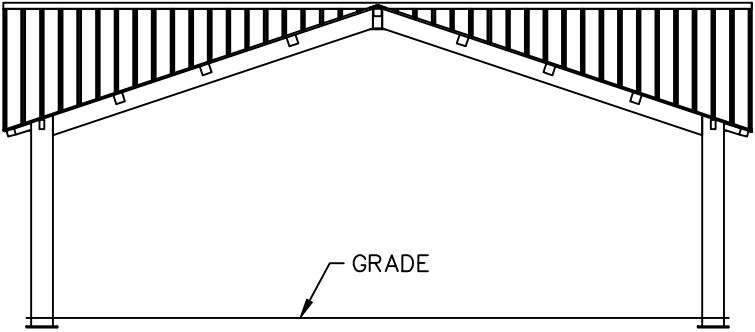
Activity Log for "PR11-20" [Export to Excel](#)

Date	Item Name	Activity	User
2:13 PM	/santosh.puttappa@h-gac.com/HGACBu...	Download	T. Metty
12:52 PM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	Y. Jones
12:14 PM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	J. Lum
11:24 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	L. Noel
10:28 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	S. Merchlinski
9:51 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	b. goss
8:20 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	D. Dean
8:18 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	B. Stokley
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	S. Porter
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	E. Harkess
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Talbot
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Johnson
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Johnson
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6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	R. Wolf
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	C. Wolf
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6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	D. Flesher
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	S. Schmeiser
6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	F. Vargas
6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	A. Crawley
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6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	B. LaBarge
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6/12/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. McRae
6/11/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Powell
6/11/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Powell



PRELIMINARY: NOT FOR
CONSTRUCTION

12
4



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SYSTEMS, INC.

1455 LINCOLN AVE.
HOLLAND MI, 49423

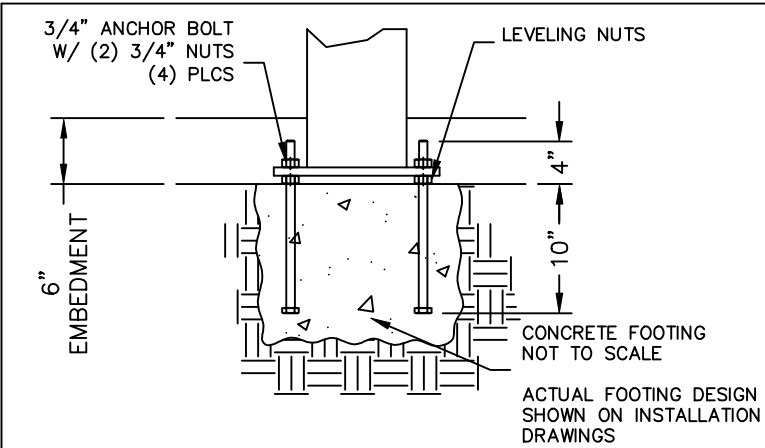
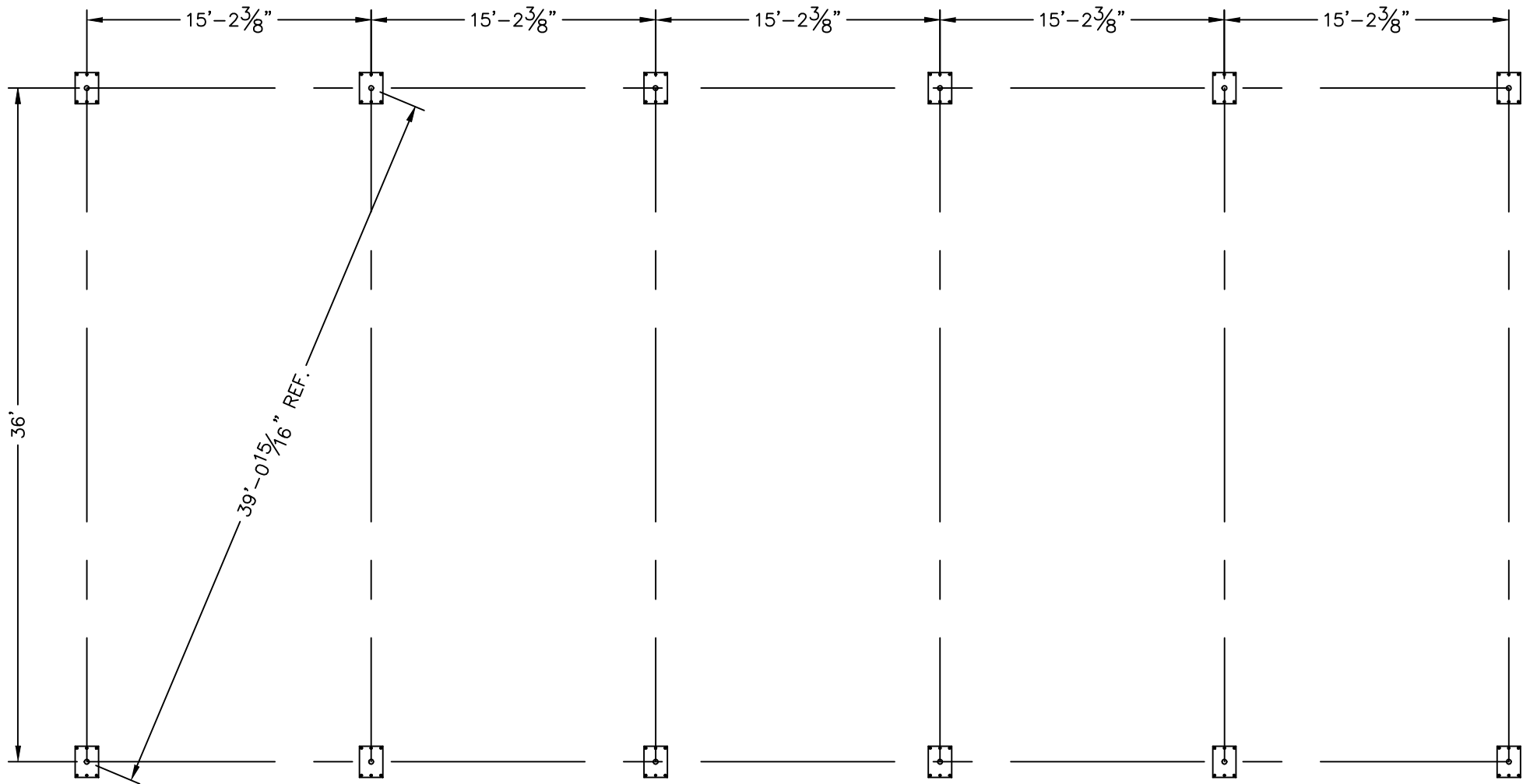
616.396.0919
800.748.0985
616.396.0944 FX

Elevation

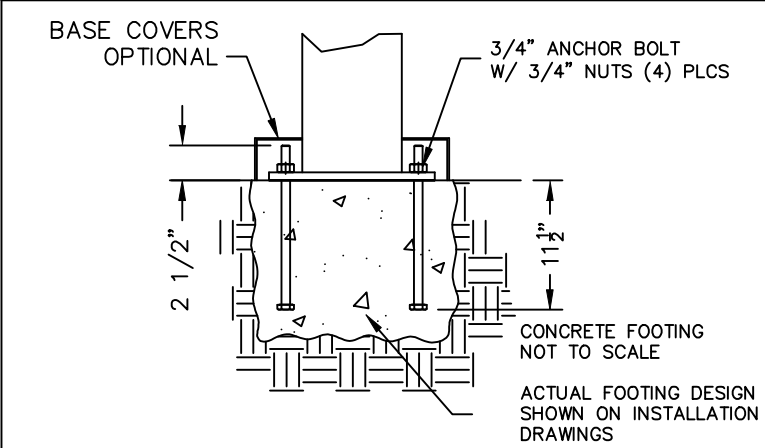
DRAWN BY:
MH
DATE:
4/17/23
PRELIMINARY ID:
79088
REVISION:
A
BUILDING TYPE:
IN40X80M-P4
PROJECT NAME:

SHEET
1.0
Page 37 of 388

DWG:ineering\Standards\IN 40X80\M-P4-20-90-15\Drawings\Preliminary\IN40x80M-P4-20-90-14~79088.dwg



PRELIMINARY DRAWINGS SHOWN AS 6" BURIED
STANDARD BASE CONNECTION
COLUMN TYPE: A (6" BURIED)



OPTIONAL BASE CONNECTION
COLUMN TYPE: B (SURFACE MOUNT W/ COVERS)

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Anchor Bolt Layout

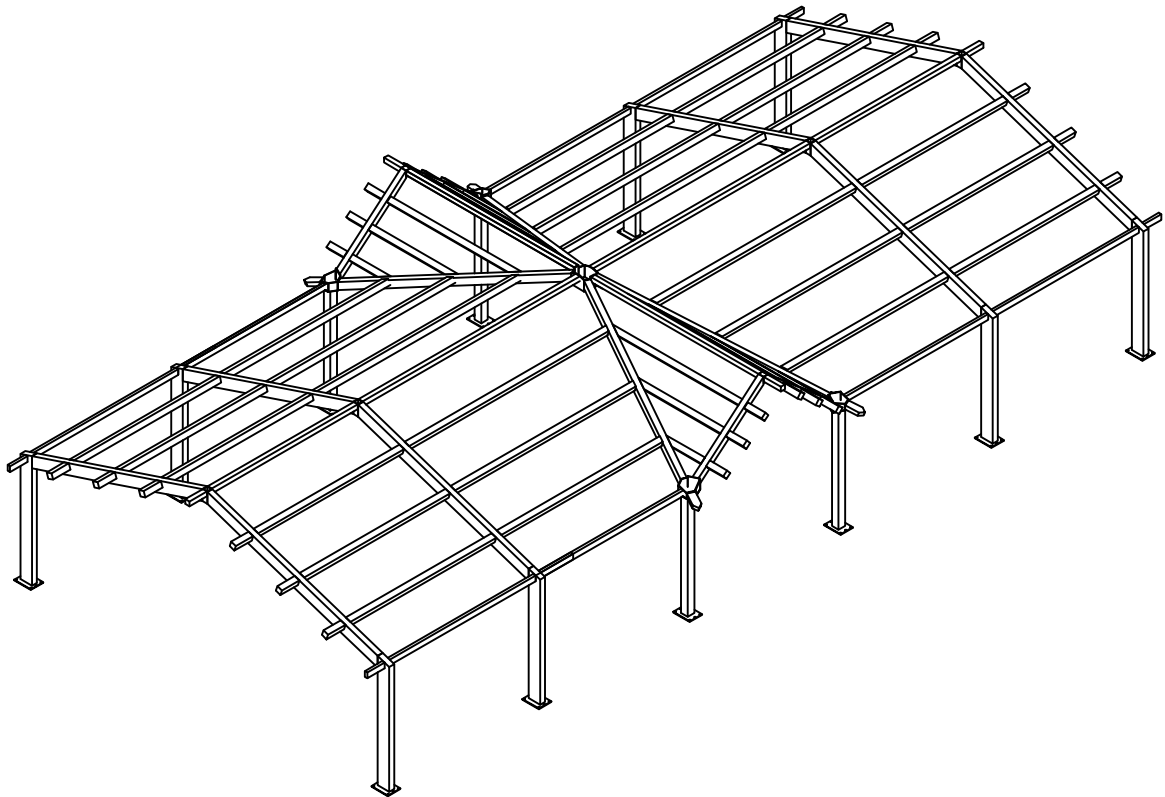
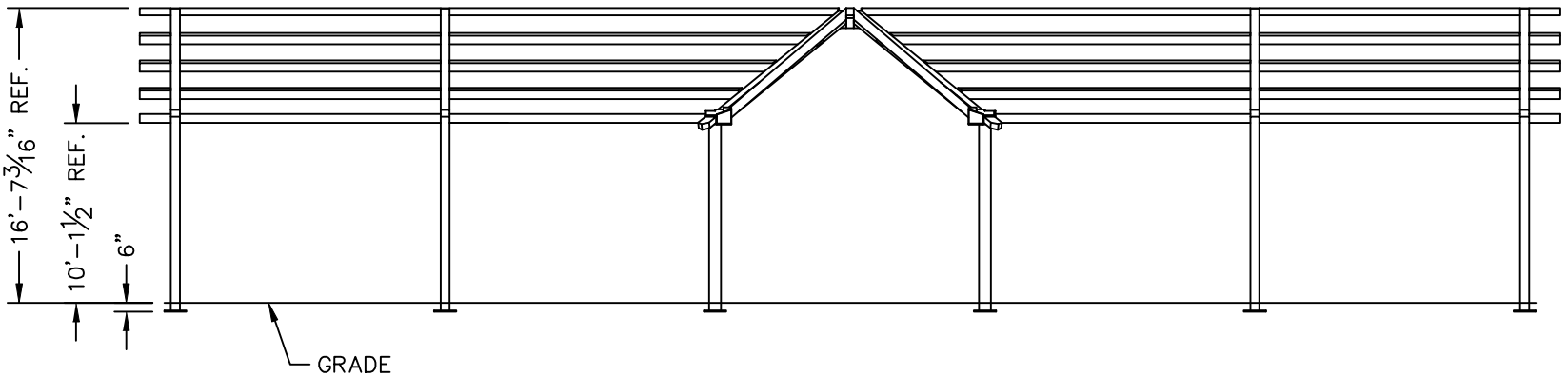
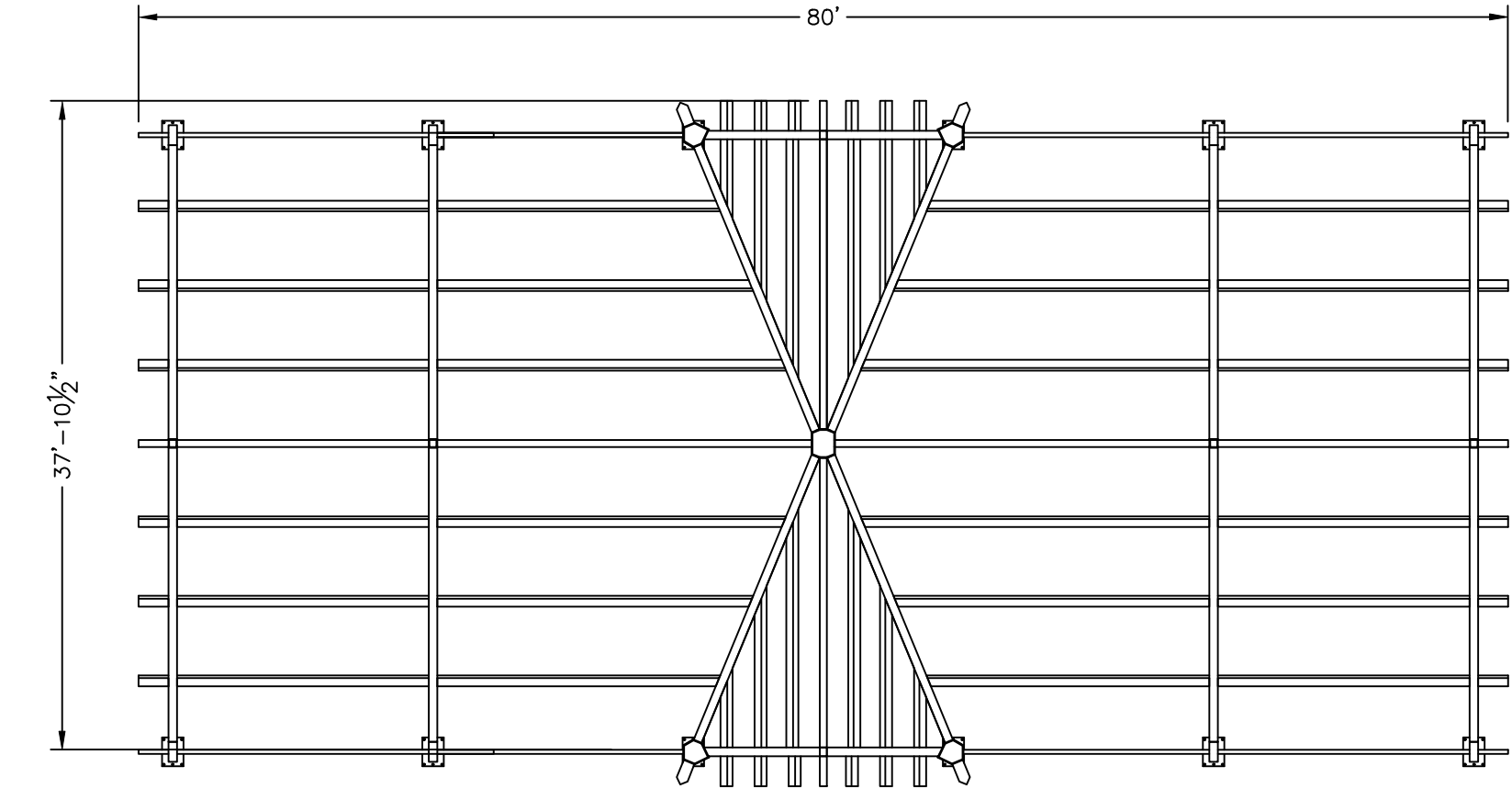
DRAWN BY:	MH
DATE:	4/17/23
PRELIMINARY ID:	79088
REVISION:	A
BUILDING TYPE:	IN40X80M-P4
PROJECT NAME:	

SHEET

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DWG:ineering\Standards\IN 40X80\M-P4-20-90-15\Drawings\Preliminary\IN40x80M-P4-20-90-14~79088.dwg



ALL STRUCTURAL COMPONENTS WILL BE:
TUBE: ASTM A500 GRADE B
PLATE: ASTM A36
BOLTS: ASTM A325
NUTS: ASTM A563
WELDING: GMAW

NOTE:
COLUMN SIZE: HSS 14x6x1/4 & 8X8X5/16

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Frame

DRAWN BY:	MH
DATE:	4/17/23
PRELIMINARY ID:	79088
REVISION:	A
BUILDING TYPE:	IN40X80M-P4
PROJECT NAME:	

SHEET

3.0

Page 873 of 388

DWG:ineering\Standards\IN\40X80\M-P4-20-90-15\Drawings\Preliminary\IN40x80M-P4-20-90-14~79088.dwg

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Roof Layout

DRAWN BY:	MH
DATE:	4/17/23
PRELIMINARY ID:	79088
REVISION:	A
BUILDING TYPE:	IN40X80M-P4
PROJECT NAME:	

SHEET

40

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WASHER

1 1/4" PAINTED SCREW

WASHER

3/4" PAINTED SCREW

37 1/2" OVERALL

36" COVER WIDTH

12" CENTER TO CENTER

1 3/16"

24ga MULTI RIB PANEL SECTION

1 1/4" PAINTED SCREW
(1) ON EACH SIDE OF THE RIB
ALONG RIDGE

3/4" PAINTED SCREW
(1) ON EACH SIDE OF THE RIB
ALONG PURLIN (IF REQUIRED)

3/4" PAINTED SCREWS
(1) ON EACH SIDE OF THE RIB
ALONG TIE BEAM

NOTE: STANDARD DETAILS SHOWN
ACTUAL BUILDING MAY VARY

80'

DWG:ineering\Standards\IN 40X80\M-P4-20-90-15\Drawings\Preliminary\IN40x80M-P4-20-90-14~79088.dwg

ELECTRICAL INFORMATION - INTERVAL

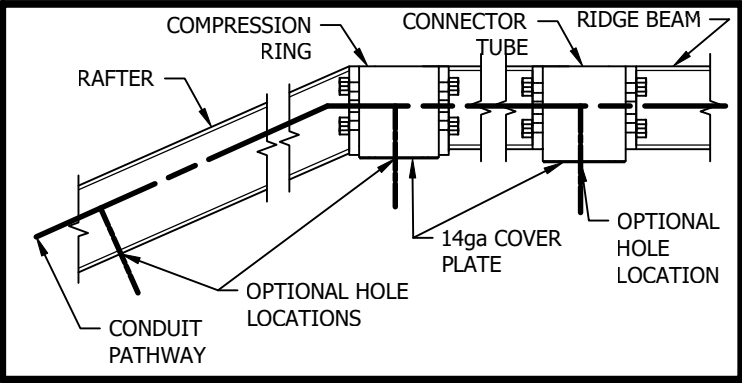
ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE Ø1/2" CONDUIT WITH A Ø3" INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

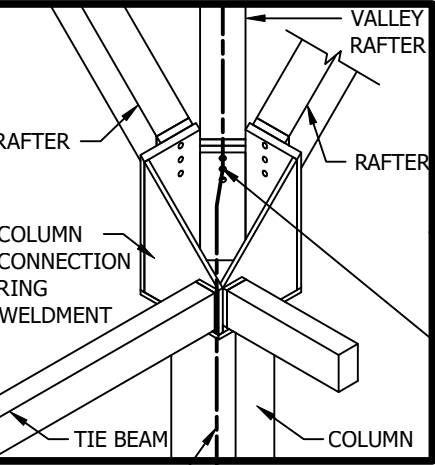
NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

OPTIONAL EXIT HOLES

IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE RIDGE BEAM AND/OR CONNECTOR TUBE WITH 14ga COVER PLATE AS SHOWN (CHARGES APPLY) USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.



DETAIL B



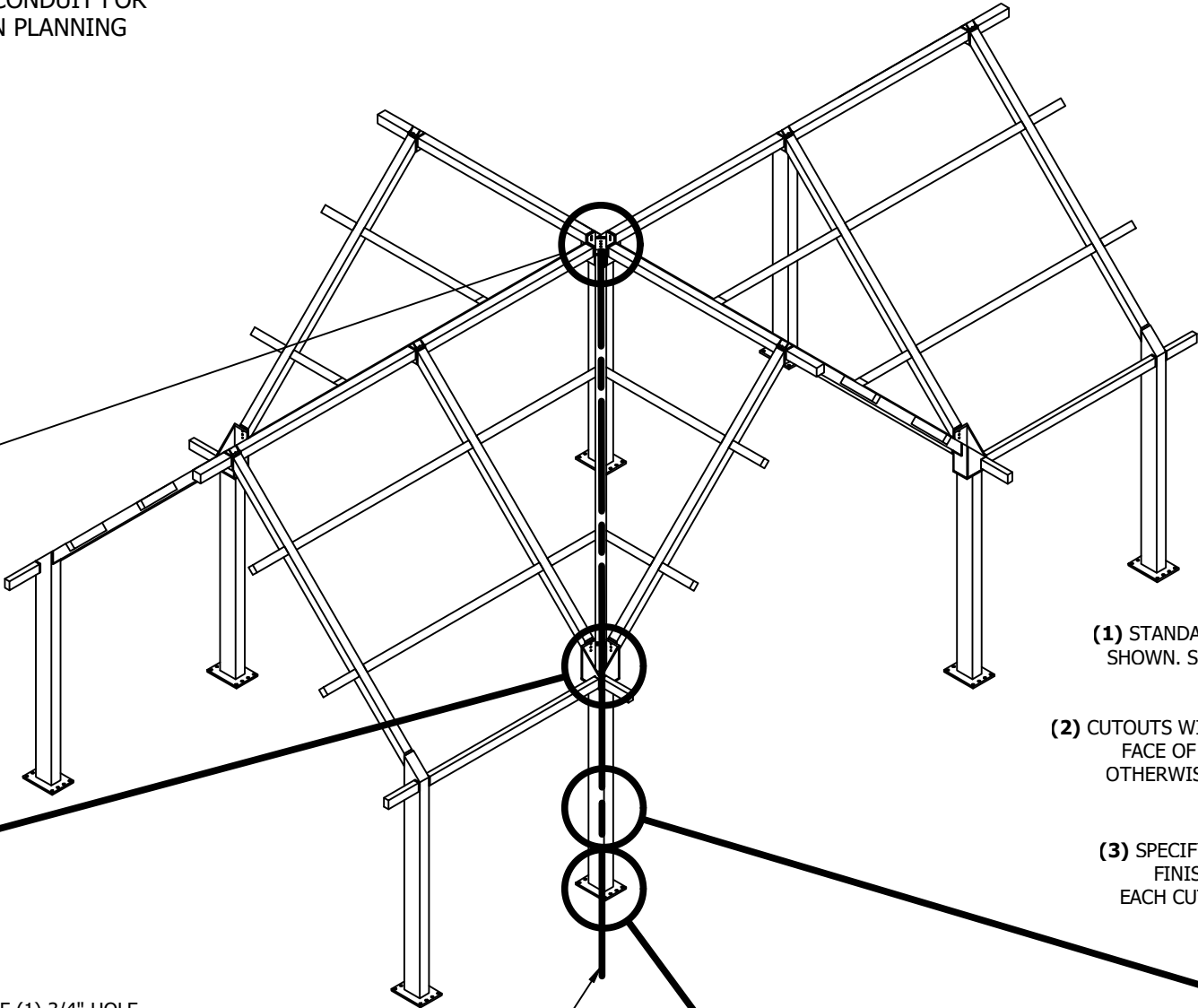
DETAIL A

ICON PROVIDES A MINIMUM OF (1) 3/4" HOLE AT EACH CONNECTION FOR 1/2" CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE: (CHARGES APPLY)

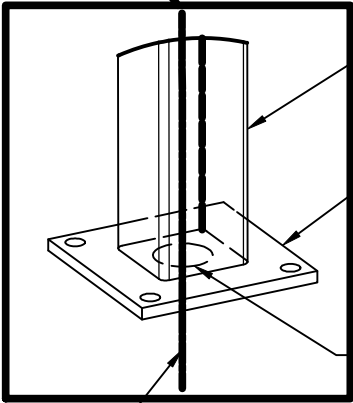
- 3/4" CONDUIT (1" HOLES)
- 1" CONDUIT (1 1/4" HOLES)
- OTHER (PLEASE SPECIFY)

NOTE: BUILDING DEPICTED ON THIS SHEET FOR ILLUSTRATION PURPOSES ONLY. ACTUAL LAYOUT AND FRAME MEMBER QUANTITIES VARY BY DESIGN. PLEASE REFER TO ELEVATION AND FRAME SHEETS IN THIS PRELIMINARY FOR ORDER-SPECIFIC CONFIGURATION.

PRELIMINARY: NOT FOR CONSTRUCTION



CONDUIT PATHWAY PROVIDED FOR EACH COLUMN.

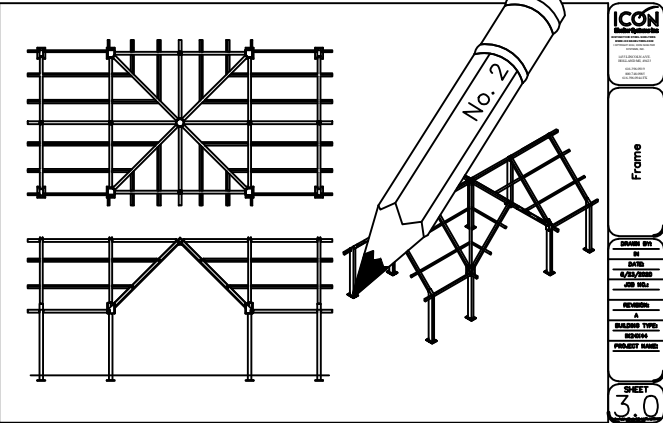


BASE DETAIL

CONDUIT (NOT BY ICON)

- STEPS:**
1. CONDUIT HOLE SIZE (DETAIL A)
 2. ELECTRICAL EXIT HOLES (DETAIL B)
 3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
 4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

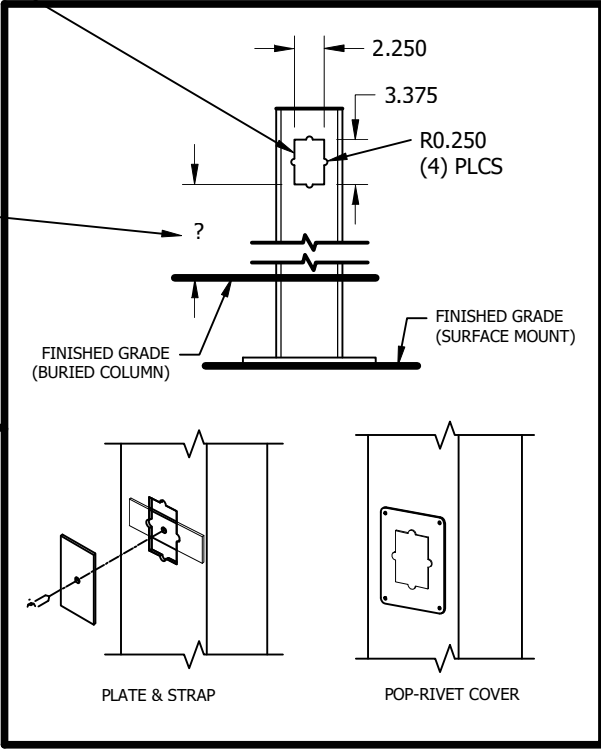
IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.



DETAIL D

OPTIONAL CUTOUTS
USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY) SEE REQUIRED INFO BELOW

- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.
- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.
- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN



DETAIL C

(4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY) PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:

- PLATE & STRAP
 - POP-RIVET COVER PLATE
- HOW MANY REQUIRED? _____

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800.748.0985
616.396.0944 FX

Electrical

DRAWN BY: MH
DATE: 4/17/23
PRELIMINARY ID: 79088
REVISION: A
BUILDING TYPE: IN40X80M-P4
PROJECT NAME:

SHEET 5.0
Page 375 of 388

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Tim Richards

Subject: Fire Department Staff Vehicle Purchase

Recommendation: The Fire Chief recommends approval

Action: Motion to approve the purchase of a 2023 Ford Explorer from Shawnee Mission Ford for the amount of \$49,750.

Background: This vehicle will be for use as the primary staff vehicle for the Fire Department to serve as a command response unit.

Discussion: This vehicle being requested was allocated to the Bonner Springs Police Department but is not being claimed from this year's allocation pool and is available for the Fire Department to take delivery of it upon its arrival. The pricing of \$49,750 includes a 100,000-mile government use warrant as well as additional options appropriate for its intended use. This vehicle was allocated and ordered under the previous pricing structures and delaying this purchase will include additional costs related to the expiration of the government fleet vehicle subsidies.

Vehicle acquisitions are complex due to a variety of factors. Government fleet vehicles are seeing ordering delays of at least 12 to 18 months. Additionally, the government incentives that have subsidized these purchases were not renewed, resulting in 2024 purchases incurring a significant cost increase in the range of \$10,000 to \$15,000 per vehicle.

Financial Impact: This vehicle will be funded through insurance proceeds carried over from a vehicle loss in 2023 in the amount of \$41,000. Additional vehicle overages will be sourced through the Fire-EMS operations budget.

March 2, 2023

Michael Krauze
City of Bonner Springs

MACPP Pricing

2023 Ford Utility PI AWD (K8A)

Exterior: Dark Blue (LK)

Interior: Cloth Front / Cloth Rear (F6)

Base Price: \$41,243

Options:

• Extended Warranty	\$1,745
• 3.0L Eco Boost (99C)	\$4,138
• Interior Upgrade (65U)	\$367
• Keyed Alike 1284X (59B)	\$47
• Badge Delete (16D)	\$NC
• Courtesy Lamps Disable (43D)	\$included in base price
• Heated Mirrors (549)	\$56
• Noise Suppression (60R)	\$94
• Reverse Sensors (76R)	\$259
• Cargo Dome Lamp (17T)	\$47
• Grill Wiring (60A)	\$47
• Rear View Camera in Mirror (87R)	\$NC
• Deflector Plate (76D)	\$315
• Rear AC (17A)	\$573
• Police Engine Idle (47A)	\$244
• Tail Lamps Pre Drilled (86T)	\$56
• OBD-II Split Connector (61B)	\$52
• Global Lock Unlock (18D)	\$NC
• Remote Keyless Entry (55F)	\$320
• 18" Alum Wheels (64E)	\$447
• Delete Spot Light (DEL 51R)	\$(300)
• Bluetooth	\$standard
• Receiver Hitch and wiring harness	\$standard

Total \$49,750

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Matt Beets

Subject: 2023 Street Resurfacing Project - Award Bid

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to award the bid for the 2023 Street Resurfacing project to McAnany Construction for the amount of \$889,422.

Background: Resurfacing includes milling off the top 2-inches of existing surface and replacing it with 2-inches of new asphalt. Profile Milling includes milling off the top +/- 1" of existing surface and replacing it with 2" of new asphalt. The profile mill process is used when a roadway is rough due to multiple high and low points in the surface.

Streets chosen for resurfacing in 2023 were initially identified in the IMS study and were revisited by Public Works staff members. These streets were discussed with the City Council at the April 10 City Council Meeting.

Discussion: The notice to bidders was published on the City's website at Drexel's plan-house and was advertised in the Wyandotte County Echo on April 20, 2023. On May 9, 2023, the City Clerk opened bids from six (6) contractors.

The base bid included 10 streets with 4 additional alternate streets included if the bid price received was favorable.

The bids received are as follows: (Base Bid + Alternate Street = Total Bid Amount)

• McAnany Construction	\$582,096.60 + \$307,325.40 = \$889,422.00
• Superior Bowen	\$631,893.90 + \$317,292.30 = \$949,186.20
• Amino Brothers Construction	\$713,775.40 + \$399,773.00 = \$1,113,548.40
• Little Joe's Asphalt	\$725,419.60 + \$411,486.60 = \$1,136,906.20
• J.M. Fahey Construction	\$791,425.00 + \$393,501.00 = \$1,184,926.00
• Sunflower Paving	\$866,246.00 + \$434,208.00 = \$1,300,454.00
• <i>City Estimate</i>	<i>\$673,378.00 + \$352,794.00 = \$1,026,172.00</i>

The bid from McAnany Construction was checked for accuracy; no errors were found. McAnany Construction is a reputable contractor with an excellent performance record.

At the City Council Workshop on April 10, 2023, staff discussed holding back funds for a fall project to resurface Stillwell and South 142nd Street near the Loring Service area. This would be a "piggyback" on a planned UG bid to resurface the County area of Loring. As the UG project moves forward in the fall, staff will review pricing and funding options for City Council

consideration to complete the City's portion of Stillwell and S 142nd Street.

Financial Impact: The 2023 Street Fund has \$1,000,000 available for this project. The full McAnany Construction bid leaves a balance of \$110,578.00 as a contingency for anticipated full depth patching as needed.

Memorandum

Date: May 22, 2023
To: Mayor and City Council
From: Matt Beets

Subject: 2023 Annual Mowing Services - Award Bid

Recommendation: The Deputy Director of Public Works recommends approval.

Action: Make a motion to award the bid for the 2023 Annual Mowing Services to Lawn Force for an estimated cost of \$54,097.

Background: The Public Works Department is responsible for maintaining approximately 100 acres of City property, including the 15-acre cemetery. The 2023 Mowing Services request includes approximately 34 acres, or about 34% of the total acreage. The remaining 66 acres include large open fields, and Highway Right-of-Ways that do not require mowing as often, and requires larger equipment such as tractors to cut taller grass.

Discussion: Staff opened bids on March 30, 2023. We received one (1) bid for the requested work. The bid was submitted by Lawn Force, located in Butler, Missouri, but works primarily in the Kansas City Metro area. Lawn Force has provided this service to the City for the last four years with great success and dependability.

Lawn Force will be required to complete the following:

1. Occupational License
2. Insurance: Contractor shall provide a certificate of insurance, which includes the City of Bonner Springs as an additional insured. General liability for each occurrence shall be \$500,000 per occurrence/\$1,000,000 aggregate and Workers' Compensation limits shall be \$500,000.

<u>Company</u>	<u>Total to Mow All Sites</u>
• Lawn Force	\$2,568.00

These bid prices shown above are to mow all 32 sites **one time**. Nine sites require weekly mowing, while the remaining 23 sites are mowed bi-weekly.

Financial Impact: The total estimated cost of the 2023 Mowing Services is \$54,097. The expenses are broken down by department and included in each department's annual budget.

- Cemetery = \$25,844
- Public Works = \$17,758
- Wastewater = \$5,114
- EMS/Fire = \$962
- PD = \$1,040

Case No.	Application Date	Project Name	Address	Project Type	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
COMPLETED PLANNING PROJECTS - 2023																
NOVEMBER 2022 SUBMITTALS - CUT OFF DATE 11/14 FOR 1/17 PC MEETING																
BSCP-02-22	November 14, 2022	Bonner Springs Industrial	720 N. 118th Street	Comp Plan Change	PC APPROVED			January 17, 2023	APPROVED	February 13, 2023	APPROVED	VanTrust Real Estates	MX	I-1	1	80+/-
BSRZ-03-22	November 14, 2022	Bonner Springs Industrial	720 N. 118th Street	Rezoning	PC APPROVED			January 17, 2023	APPROVED	February 13, 2023	APPROVED	VanTrust Real Estates	MX	I-1	1	80+/-
DECEMBER 2022 SUBMITTALS - CUT OFF DATE 12/19 FOR 2/21 PC MEETING																
FP-01-22	December 7, 2022	Ensign Storage	399 N. 130th St	Final Plat	APPROVED			February 28, 2023	APPROVED	March 27, 2023	APPROVED	Triangle Self Storage LLC	C-S and A-1	NA	1	13.11
RP- 01-23	January 6, 2023	LOF Lot 242	524 Lake Forest Drive	Replat	APPROVED			February 28, 2023	APPROVED	March 27, 2023	APPROVED	Atlas Land Consulting on behalf of Gayleene Sander	R-1	NA	1	0.35
JANUARY 2023 SUBMITTALS - CUT OFF DATE 1/16 FOR 3/21 PC MEETING																
ST-01-23	January 25, 2023	Built to Fit, Inc. - New Building	11733 Kaw drive	Site/Landscape Plan Review	APPROVED			March 21, 2023	APPROVED			Bond/Hoffine	C-S	NA	1	.554+/-
SUP-01-23	January 13, 2023	Multifamily SUP - Emerald Homes	212 W. Kump Ave	Special Use Permit	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	Emerald Homes Inc	R-1A	NA	1	0.24
SUP-02-23	January 13, 2023	Multifamily SUP - Emerald Homes	209 Shadyside Ave	Special Use Permit	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	Emerald Homes Inc	R-1A	NA	1	0.23
SUP-03-23	January 13, 2023	Multifamily SUP - Emerald Homes	224 Coronado Rd	Special Use Permit	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	Emerald Homes Inc	R-1A	NA	1	0.28
BSZO-01-23	January 16, 2023	Accessory Building Zoning Ord. Amendment	City Wide	Zoning Ord. Amendment	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	City of Bonner Springs	NA	NA	NA	NA
LS-01-23	February 3, 2023	Spencer Lot Split	13901 Archer Road	Lot Split	APPROVED			Aprli 18, 2023	APPROVED			Sharon Spencer	AG	NA	2	20+/- each
FEBRUARY 2023 SUBMITTALS - CUT OFF DATE 2/13 FOR 4/18 PC MEETING																
SUP-04-23	February 10, 2023	Brian Walters	11845 Kaw Drive	Special Use Permit	APPROVED			April 18, 2023	APPROVED	May 8, 2023	APPROVED	Redpoint Properties; Brian Walters	I-1	NA	1	4.8

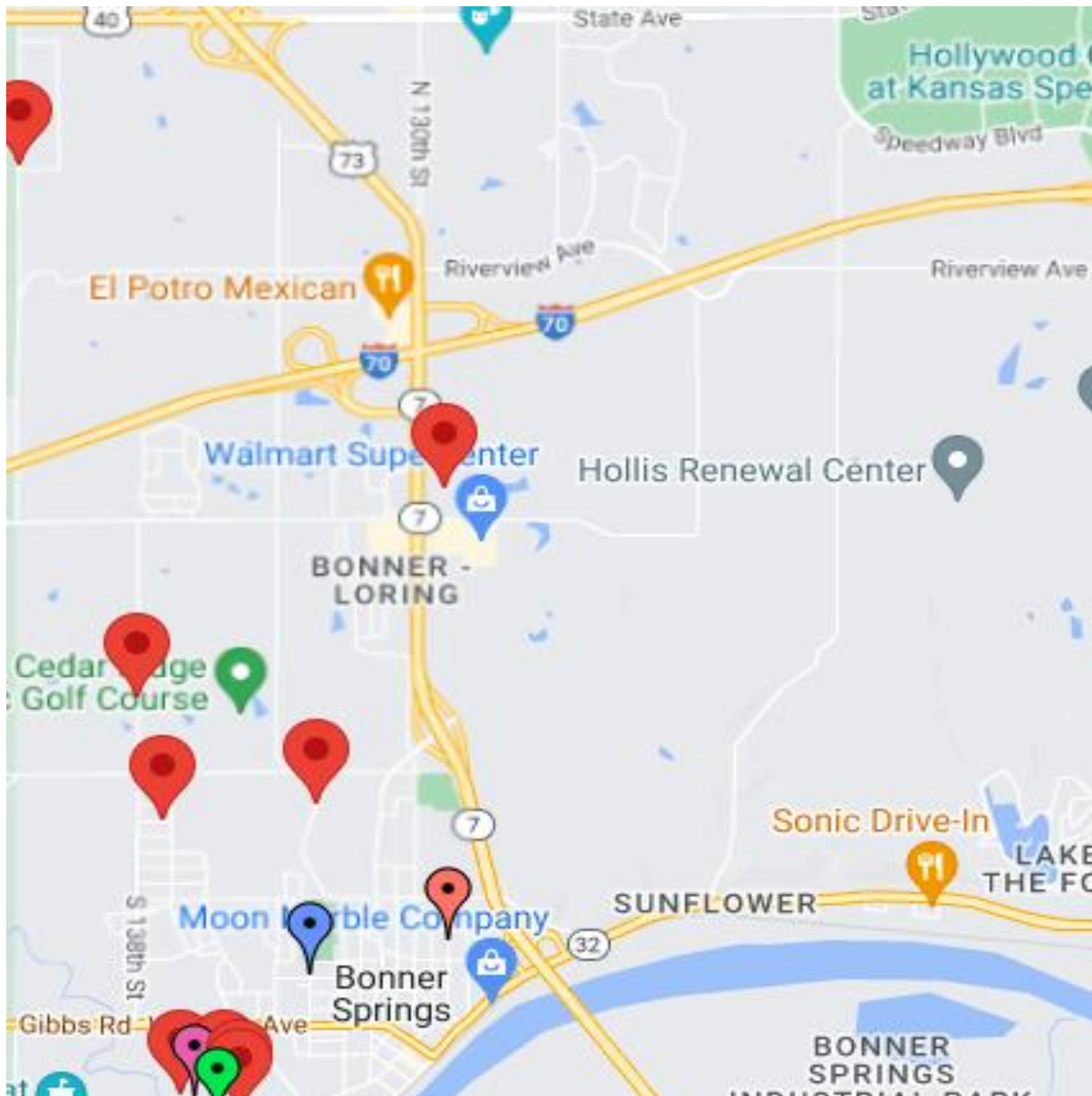
Case No.	Application Date	Project Name	Address	Project Type	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List																
FDP-02-22	November 15, 2022	APAC	1800 S. 122nd Street	Floodplain Development Permit	ONGOING-PENDING							Dan Jones, APAC-Kansas, Inc	I-2	NA	1	745+/-
MARCH 2023 SUBMITTALS - CUT OFF DATE 3/13 FOR 5/16 PC MEETING																
BZA-01-23	March 13, 2023	Jerry Lee Jarrett Life Center	143 W. Insley	Sign Variance	PENDING			May 16, 2023	PENDING	June 12, 2023	PENDING	Marti Palmer - View Sign and Light	R-1-A	NA	1	
EV-01-23	March 17, 2023		518 N. Nettleton Ave	Right of way vacation	PENDING	May 16, 2023	PENDING			June 12, 2023	PENDING	Guy Tiner	R-1	NA	1	

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 4/17/2023 THRU 4/30/2023

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	1
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	1
DRIVEWAY.....	0
DEMOLITION.....	3
ELECTRICAL.....	2
FENCE.....	2
FIREWORKS.....	0
GENERAL INSPECTION.....	0
MECHANICAL.....	0
OPEN FLAME.....	0
PLUMBING.....	1
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	0
RESIDENTIAL MANUFACTURED MOVE-IN.....	3
RESIDENTIAL NEW/ADDITION.....	0
RESIDENTIAL REMODEL.....	1
RESIDENTIAL ROOF.....	1
RIGHT OF WAY.....	0
SIGN.....	0
TENT.....	0
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	15
TOTAL ACTIVE PERMITS.....	127



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

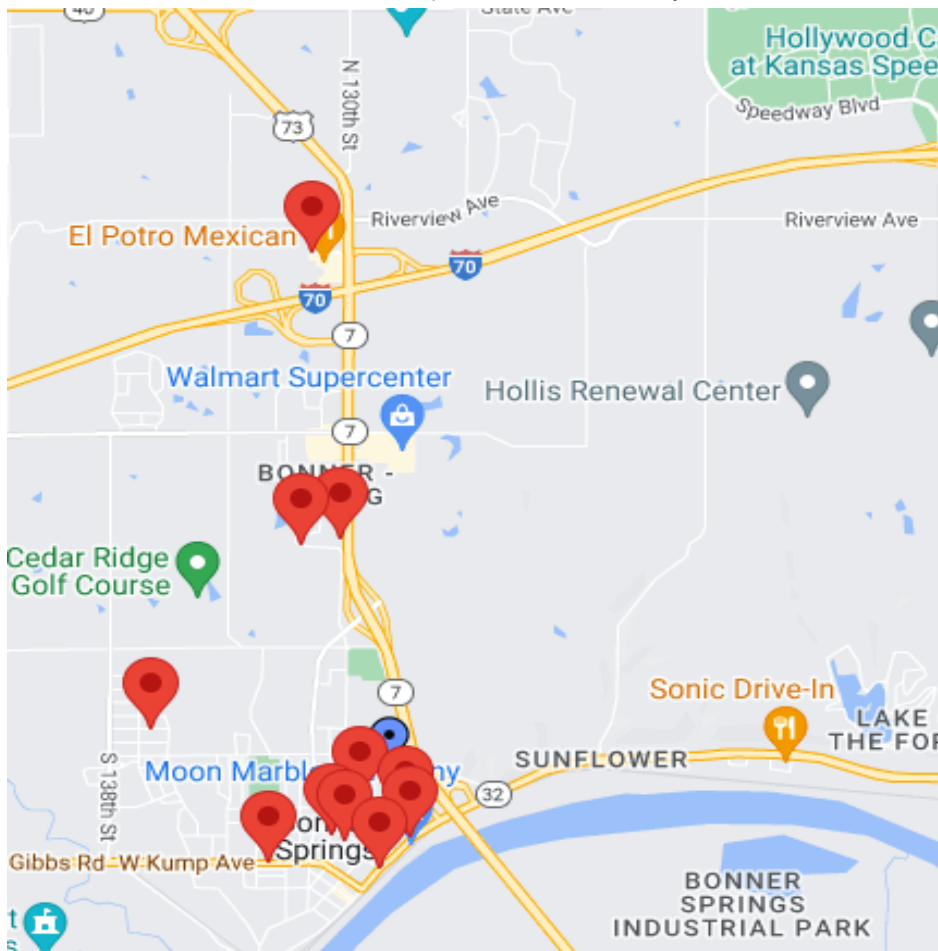
INCIDENT CODE: *-All

USER: mstites

DATES: 4/17/2023 THRU 4/30/2023

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	1.....	8.....	7
GENERAL.....	0.....	106.....	44
INOPERABLE/UNLICENSED/ON-GRASS.....	1.....	138.....	124
OUTSIDE STORAGE.....	0.....	139.....	68
PERMIT CHECK.....	1.....	181.....	0
PROPERTY MAINTENANCE.....	0.....	68.....	23
SIGNS.....	0.....	361.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	8.....	92.....	26
=====			
TOTALS.....	11.....	1100.....	292

Report shows number of locations with multiple violations at many locations; does not include site re-inspections.



City Manager's Update

Date: May 19th, 2023

To: Mayor and City Council

General

- **Former Thriftway-** Demolition at the site is underway.
- **Residential Street Tree Program** - In partnership with the Kansas Forest Service, the City of Bonner Springs is excited to offer FREE trees to its residents. Kansas Forest Service foresters will provide advice on the best location and species of tree within the Right-of-Way. City of Bonner Springs staff will plant and care for the tree for the first three years.

This program is limited to one tree per address (Bonner Springs residents only) and will be awarded based upon site suitability. Planting is expected to take place during the fall 2023 (October-November) planting season.

Participation form and electronic waiver: <https://www.bonnerrsprings.org/FormCenter/Community-and-Economic-Development-7/Residential-Street-Tree-Program-Particip-72>

- Last Thursday, May 11, the City coordinated a **Flower Crawl** with the downtown businesses and the Chamber of Commerce. The event was a huge success and was well-received with the businesses and people who participated. The interesting part of the event was that we sold digital tickets for the Flower Crawl and can tell where people came from to participate in the event. About 30% of tickets were sold to Bonner residents, and about 40% were from the Shawnee area. Several tickets were sold to Overland Park, KCK, Basehor and Tonganoxie residents. We over-sold tickets because the event became so popular selling 160 tickets total. The merchants and participants are already asking for another flower crawl because it was popular. Using digital platforms to tickets is a great marketing tool to understand where and how customers are interacting with Bonner Springs businesses.
- The City assisted **Azura Amphitheater** with the **Department of Commerce's SPRINT Grant** earlier this spring. Azura was awarded \$1 million in grant funds to upgrade their stage systems to allow the facility to complete for national and larger touring musicians/bands. This is great news for Azura and Bonner Springs since the Amphitheater is a big tourism draw and this will allow Azura to better compete with facilities in Missouri to bring more concerts and larger acts to a Kansas facility. The SPRINT grant was specifically for tourism-based facilities to apply for assistance with capital projects and exhibits. See the list of 18 awardees at [State Park Revitalization and Investment in Notable Tourism \(SPRINT\) \(kansascommerce.gov\)](#).

Library

There are several events coming up at the Bonner Springs Library. Please visit the library official website [HERE](#) for more details.

Recreation

- This summer, the City is installing an outdoor fitness court at the corner of Nettleton and Highview! This outdoor fitness court will provide free fitness opportunities for the community and is conveniently located in our downtown area. To learn more, visit <https://www.nationalfitnesscampaign.com/fitness-court>
- Aquatics
 - Opening Day is Saturday, May 27, at 12PM.
 - Season passes can be purchased at the Community Center. Don't forget to bring your ID and water bill for proof of residency.
- Sports:
 - Adult Softball registration is open for the Co-Rec league - <https://bit.ly/42V860G>

- Summer Camp:
 - Camp will start on Monday, June 5
 - Capacity raised to 70 kids per week, based on staff availability. Our license is for 130, which matches our pre-covid participation per week.
- Senior Center:
 - June 7 - 4:00-6:00 pm - Center Well Primary Care - Wine Down Wednesday
 - June 9 - 6:00-9:00 pm - The Heritage Center, Leavenworth, KS.
"Legends of the Opry" \$35.00 Dinner & Show, Reservations Required.
 - June 28 - 11:30-12:30 - Potluck
 - June 20 - 12:30-1:30 - Lunch & Learn with Arch Well Health & Crossroads Hospice
 - July 19 - Tri City Sac & Fox Casino Trip All Day - Fee \$26.00