



City of Bonner Springs

KANSAS

Monday, June 12, 2023

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

NO WORKSHOP MEETING
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

CITY COUNCIL MEETING - 7:30 P.M.

1. Presentation of Artwork Donation by the Education Foundation

Action

Recommendation

Documents:

2. Wyandotte County Health Department Community Health Improvement Plan

Action

Recommendation

Documents:

1. Bonner Springs Presentation_Updated

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 22, 2023 City Council Meeting

Action

Make a motion to approve the minutes as presented.

Recommendation

The City Clerk recommends approval.

Documents:

1. 05222023 CCM Minutes

2. Claims for City Operations

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
5. Refund Check Register

3. Public Use Request - Bonner Blast

Action

Make a motion to approve the Public Use Request for Bonner Blast.

Recommendation

Documents:

1. PUR - Bonner Blast

4. Public Use Request - Tiblow Trot

Action

Recommendation

The Rotary Club submitted a Public Use Request for the 45th Annual Tiblow Trot on Saturday, August 26, 2023 from 6:00 am - 8:30 a.m. The Rotary Club does not request closure of streets for Tiblow Trot but is requesting approval to use the designated streets and for support from the City.

Documents:

1. PUR - Tiblow Trot

5. Public Use Request - Block Party - Bayles

Action Make a motion to approve the Public Use Request for the Bayles Block Party.

Recommendation

Documents:

1. Bayles Block Party Request

OLD BUSINESS

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

Action Make a motion to decline 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. Lift Station No. 2 Revised Agreement

Action Make a motion to approve the Revised Phase II Design/Build Agreement with Burns & McDonnell/CAS Constructors, LLC for construction of Lift Station No. 2 in the not-to-exceed amount of \$650,000.

Recommendation The Public Works Director recommends approval.

Documents:

1. Signed_Bonner Springs LS2 Complete Contract_060723

2. Water Treatment Facility Project - Owner's Rep Supplemental Agreement

Action Make a motion to approve Supplemental Agreement No. 1 with BG Consultants, Inc. for continued Owner's Representative services associated with the Water Treatment Facility Project.

Recommendation The Public Works Director recommends approval.

Documents:

1. Supplemental Agreement #1 2023-06-07

3. Disposition of City-Owned Vehicle

Action Make a motion to approve the sale of a 2009 Ford E-350 Van to Bernese Auction Rescue Coalition for the amount of \$7,500.

Recommendation Captain Krauze recommends approval.

Documents:

1. [External sender] BARC Animal Control Truck Offer

4. Purchase of a Replacement Code Enforcement Vehicle

Action Make a motion to approve the City Manager to purchase a replacement Codes Enforcement vehicle for an amount not to exceed \$43,000.

Recommendation The Community Development Director recommends approval.

Documents:

1. Vehicle Purchase Info

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 6-9-23

2. 6.5.23 Pending and YTD Completed Planning Projects

3. InCode Building Permit Report (4)

4. InCode Code Enforcement Report (4)
- 2. City Council Items**
- 3. Mayor's Report**

Wyandotte County Community Health Assessment

June 12, 2023

Terrie Garrison, Hannah Conner, Susan Caman



Unified Government Public Health Department

Today's Presentation



What is a Community Health Assessment (CHA)?

- A comprehensive assessment of the health of the county that:
 - Collects data from a variety of sources
 - National data (census, BRFSS, etc.)
 - Community members
 - Partners
 - Gains input from community members and partners to better understand the community's health
 - Guide work of the health department, community partners, and local government
- Conducted every five years, required for PHAB accreditation



CHA Methods

How the CHA was created

- **Primary Data**

- Community Concerns Survey
- Community Forums
- Focus groups

- **Secondary Data**

- Collection of available community health and demographic data

CHA Timeline

Activity	Timeframe
Survey Mailed Out	June 2022
Focus Groups Convened	August 2022-October 2022
Survey Closed	September 2022
Community Forums Convened	September 2022-November 2022
Data Analysis and Report Writing	November 2022-March 2023
CHA Report Published	April 2023
CHIP Process Begins	May 2023

Respondent Demographics

- 1,150 total survey respondents
 - **207** respondents from Bonner Springs and Edwardsville
 - Bonner Springs Population 7,666 (Census Bureau)
 - 73 responses
- Representative of Wyandotte County levels of:
 - Zip codes
 - Age groups
 - Income
 - Education
 - Race
- Not representative of households with children
 - Our sample: 21%

Top Health Concerns and Barriers

Health concerns

1. Community Violence (714, 131)
2. Drug Misuse (446, 80)
3. Mental Health (437, 77)
4. Other chronic diseases (363, 63)
5. Poor nutrition or obesity (353, 63)

Health barriers

1. Health care access (549, 85)
2. Employment and income (501, 93)
3. Affordable housing or homelessness (488, 83)
4. Violence or crime (434, 84)
5. Health Literacy (328, 70)

Health Outcomes

Overall Health Status - Least Healthy

In 2023 County Health Rankings, WYCO ranks:

#103 of 104 counties in Kansas for health outcomes
#104 of 104 counties in Kansas for health factors

Health Outcomes

Health outcomes represent how healthy a county is right now, in terms of length of life but quality of life as well.

Wyandotte (WY) is ranked among the least healthy counties in Kansas (Lowest 0%-25%).



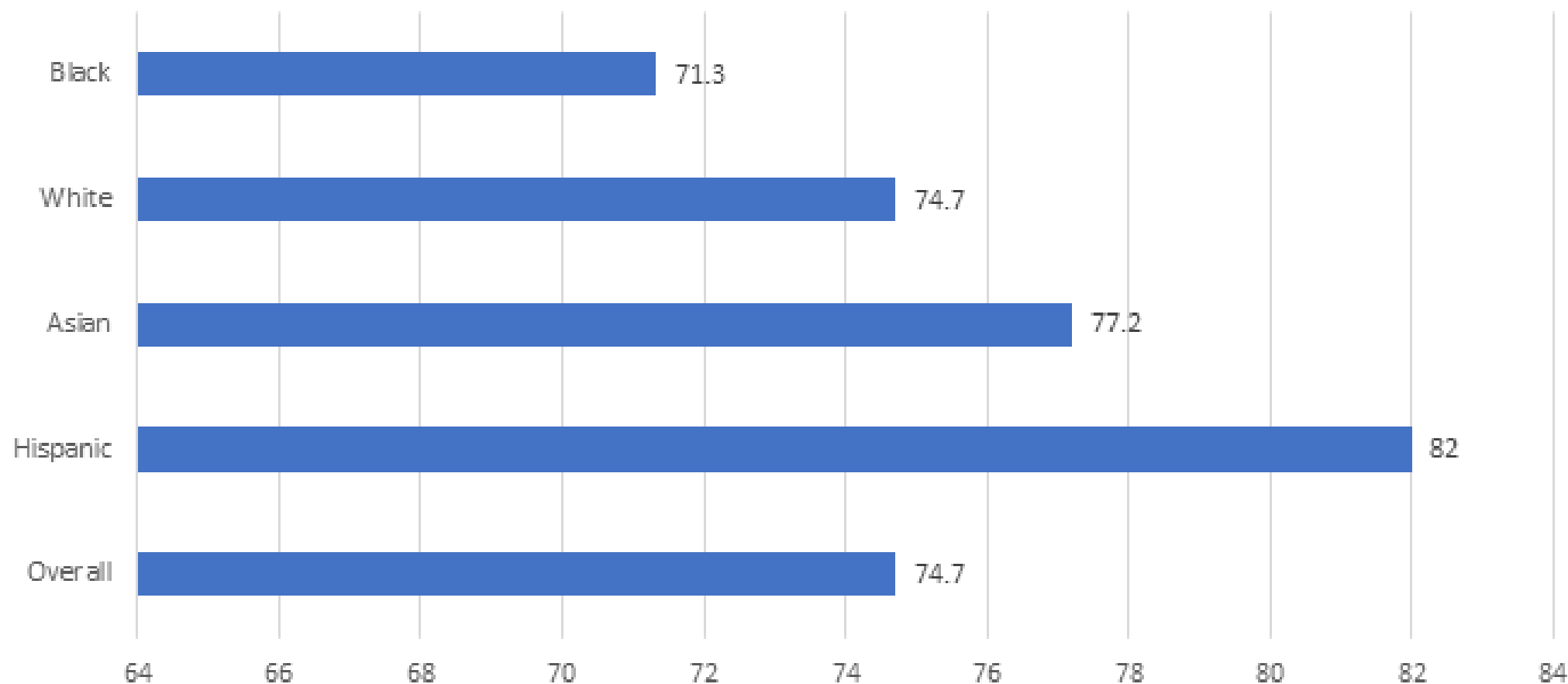
Link for full ranking information:
countyhealthrankings.org/explore-health-rankings/kansas/wyandotte?year=2023

Causes of Death, 2018-2020

Rank	Overall	White non-Hispanic	Black non-Hispanic	Hispanic
1	Heart disease	Heart disease	Heart disease	COVID-19
2	Cancer	Cancer	Cancer	Cancer
3	COVID-19	COVID-19	COVID-19	Heart disease
4	All other accidents	Chronic lower respiratory diseases	Homicide	Homicide
5	Chronic lower respiratory diseases	All other accidents	Stroke	All other accidents

Life Expectancy

Wyandotte County Life Expectancy by Race/Ethnicity, 2018-2020



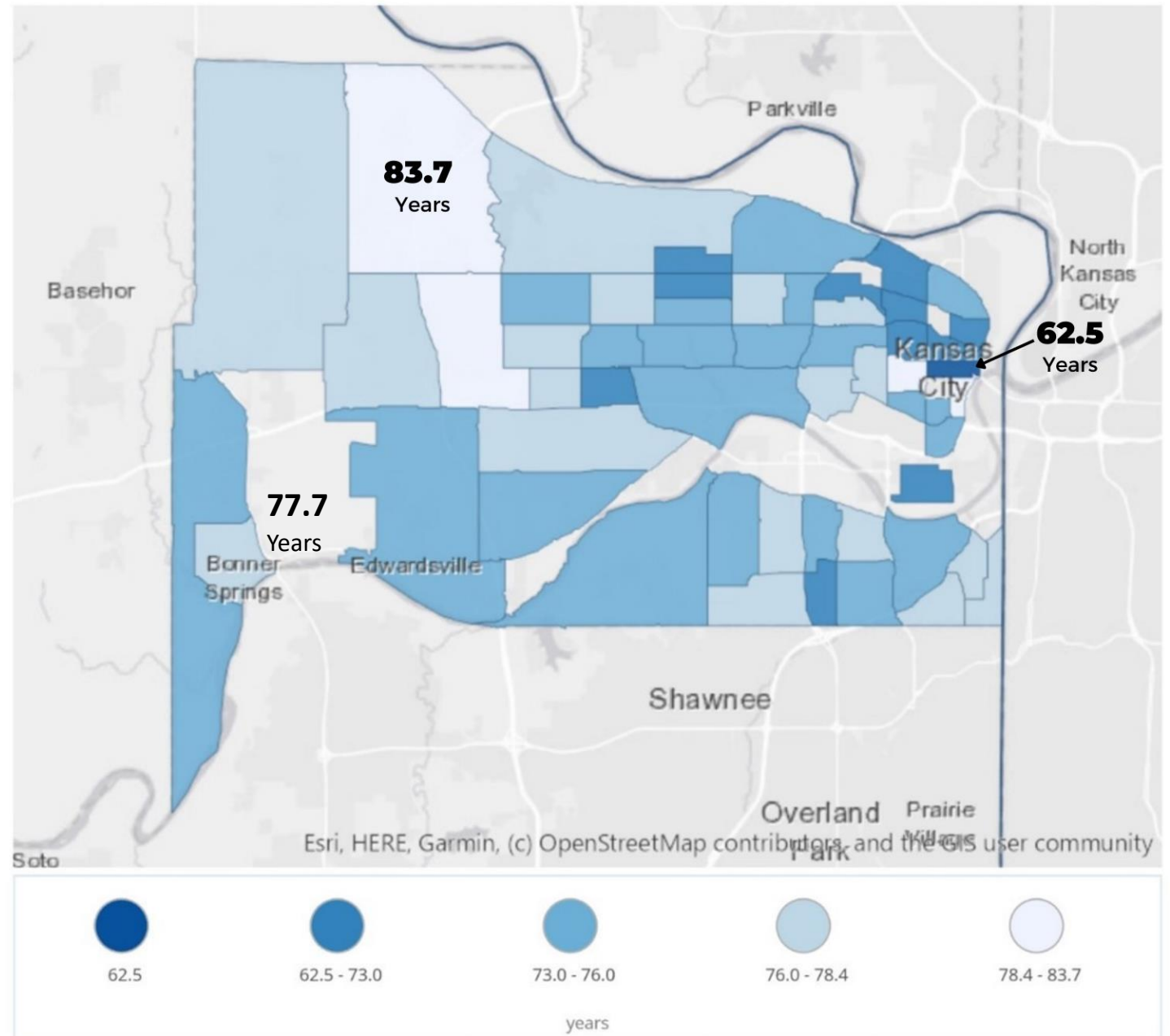
Life Expectancy

21 year

difference
within the
County

Measurement Period: 2010-2015

Data Source: U.S. Small-Area Life Expectancy Estimates Project (USALEEP)



Health Concerns

Community Violence

#1 health concern

- **62%** of Wyandotte County survey respondents said that violence was one of their top three biggest health concerns
 - **63%** Bonner Springs and Edwardsville
- **38%** said that violence is also a barrier to health
 - **41%** Bonner Springs and Edwardsville

Community Violence

- **56%** of survey respondent felt extremely or very safe in their neighborhoods **during the day**
 - **73%** Bonner Springs and Edwardsville
- **40%** of survey respondent said they feel very or extremely safe in their neighborhoods **at night**
 - **56%** Bonner Springs and Edwardsville

Substance Misuse

#2 biggest health concern

- Wyandotte County **overdoses have continuously increased since 2018**
- There are currently **no in-patient facilities** for Substance Use Disorders in Wyandotte County

Mental Health

#3 biggest health concern

- Majority of respondents indicated they **either have a mental illness or have someone in their household** with a mental illness.
- COVID had a significant impact on mental health

Mental Health

- High demand for **mental health services**
 - #1 need identified by community to improve health in Wyandotte (31% of survey respondents)
 - #3, 26% Bonner Springs and Edwardsville
- **Accessing mental healthcare** is challenging:
 - In survey, 33% of those who had a mental health concern were unable to access care
 - 11% Bonner Springs and Edwardsville

Chronic Diseases and Obesity

- Chronic diseases were **#4 biggest health concern** and obesity **#5 biggest concern**
- In 2020, obesity rate in Wyandotte County was **46%**
- Chronic diseases like **heart disease, diabetes, and kidney disease** are leading causes of death in Wyandotte County

Health Barriers

Healthcare Access

#1 health barrier

#2 health barrier in Bonner Springs and Edwardsville

- **19%** of survey respondents had a problem getting healthcare in the last year
 - **18%** Bonner Springs and Edwardsville
- **18.6%** of Wyandotte County residents do not have health insurance
 - 5.1% of Bonner springs residents are uninsured

Healthcare Access

- Top reasons for delaying care
 - 23% could not afford **cost**
 - 19% Bonner Springs and Edwardsville
 - 21% could not get **appointment soon enough**
 - 19% Bonner Springs and Edwardsville
 - 13% because they **did not have insurance**
 - 10% Bonner Springs and Edwardsville

Health Care Access

- Top challenges in obtaining medications
 - 24% **cost of medication**
 - 28% Bonner Springs and Edwardsville
 - 15% medication **not covered** by insurance
 - 16% Bonner Springs and Edwardsville

Jobs and Education

#2 health barrier

#1 health barrier Bonner Springs and Edwardsville

- 43% of survey respondents either disagreed or strongly disagreed to the prompt:
 - “I believe my community has enough jobs that pay enough money to live a healthy life.”
 - **42%** Bonner Springs and Edwardsville

Jobs and Education

- **19%** of respondents said that education was a top three barrier to health
 - **14%** of Bonner Springs and Edwardsville
- 18% of respondents disagreed or strongly disagreed with the prompt:
 - “I believe the schools in my neighborhood give quality education to all students.”
 - **20%** of Bonner Springs and Edwardsville

Affordable Housing

#3 biggest health barrier

#4 biggest health barrier Bonner Springs and Edwardsville

- Over 30% (18,000 of the 60,000) Wyandotte County households are considered cost-burdened
- 49% of respondents reported Sometimes, Often, or Always feeling **worried or stressed about having enough money** to pay for their monthly living expenses
 - 44% Bonner Springs and Edwardsville

Racism

- **19% of respondents** said racism was among their top three barriers to health
- **27% of Black respondents** have **felt emotionally upset** (for example, angry, sad, or frustrated) as a result of how they were treated based on their race

Racism

39% of Black respondents said **racism usually or always** impacts their daily life

- Compared to 22% of all respondents, 20% of Asian respondents, and 19% of Hispanic/Latino respondents

The **top ways** in which respondents experienced racism:

- Getting a job
- Being promoted
- Buying a house or car

Community Needs and Assets

Susan Caman, CHIP Supervisor

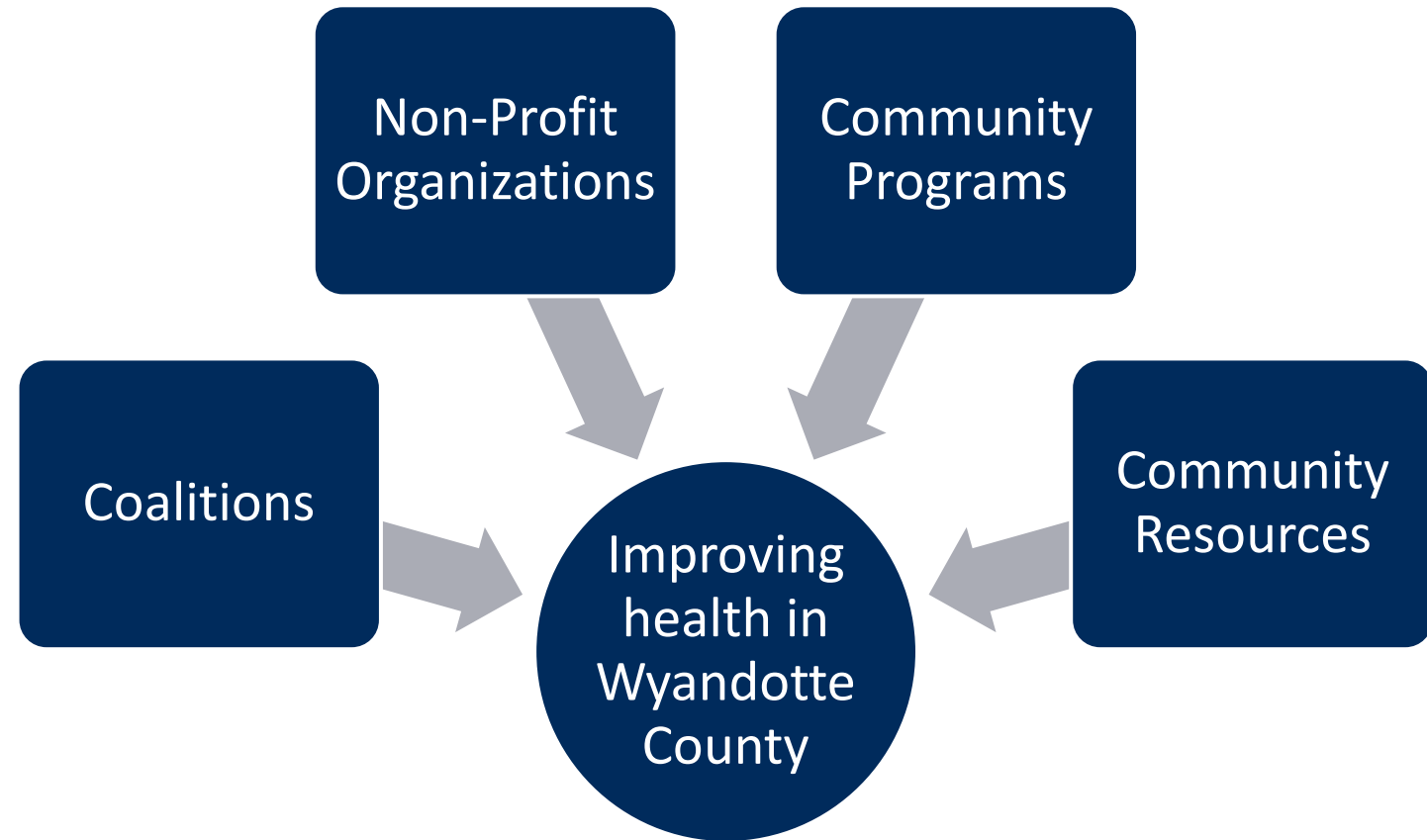
Community Needs

Respondents identified the top 3 needs for their community

What does your community need to improve the health of your family, friends and neighbors?	Percent , overall	Percent, BSE
Mental health services	31%	26%
Safe places to walk/play	29%	31%
Services or programs for the disabled and/or elderly	29%	16%
Affordable housing/housing assistance	28%	8%
Violence prevention programming	26%	19%
Access to healthy food choices	25%	6%
Job opportunities	24%	10%
Recreation facilities	20%	19%
Better educational opportunities	13%	13%
Substance abuse rehabilitation	13%	26%
Transportation	12%	9%
After-school programs	10%	21%
Additional health services	9%	29%
Specialized healthcare	7%	25%

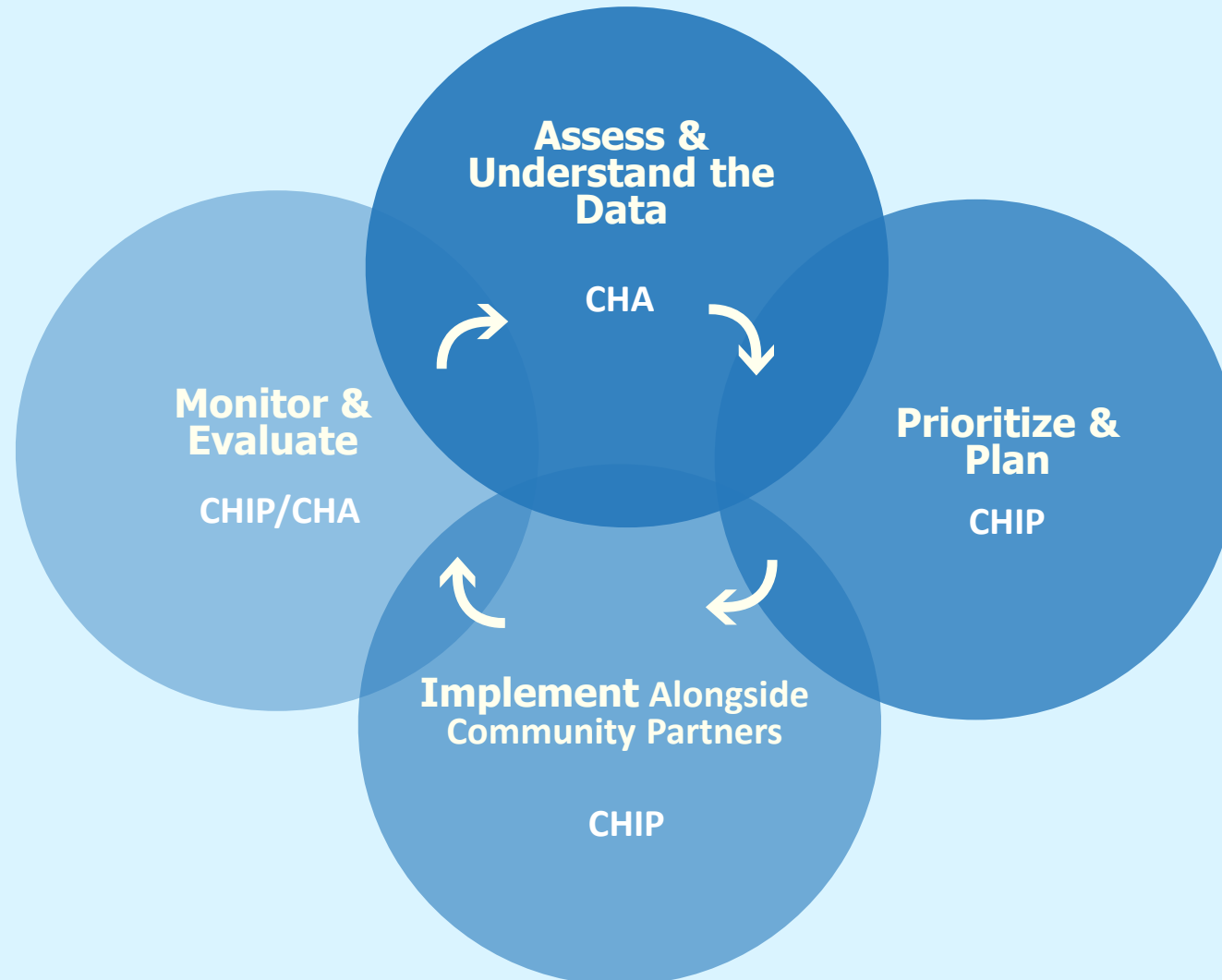
Community Assets

Partnerships and collaboration are key when working toward better health outcomes.

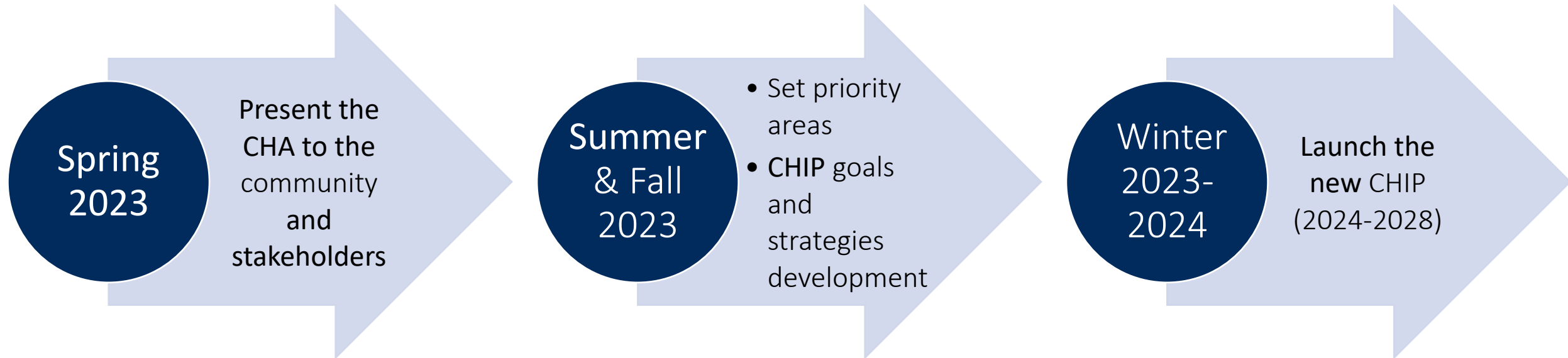


From CHA to CHIP

The CHA-CHIP Cycle



Timeline of CHA to CHIP Development





2018-2023 Priority Areas



Public Health
Prevent. Promote. Protect.



**Jobs &
Education**



**Health Care
Access**



**Safe & Affordable
Housing**



**Violence
Prevention**

Poverty

Racism

ACEs

**Adverse Childhood
Experiences**

CHIP Highlights

- Non-emergency medical transportation program
- Bus tours for local high school students
- Tenant's Rights and Responsibilities trainings



2022 CHA: Top Health Issues

- Community violence
- Substance misuse
- Mental health
- Health care access
- Employment and income
- Affordable housing and homelessness
- Health literacy
- Racism and discrimination
- Chronic diseases
- Poor nutrition and obesity
- Air pollution/environmental health

2022 CHA Health Issues Prioritization Survey

- A survey to collect input on **the health issues** identified in the 2022 CHA against **important criteria**:
 - Level of community concern
 - Feasibility
 - Impact on health equity



Provide your input here

wycokck.org/CHIP



Thank you!

Terrie Garrison, tgarrison@wycokck.org

Hannah Conner, MPH hconner@wycokck.org

Susan Caman, MPH, CHES scaman@wycokck.org

Resources

Full CHA Report

- ughealth.info/wyco-cha



2018-2023 CHIP Reports & 2022 CHA Health Issue Prioritization Survey

- wycokck.org/CHIP



Memorandum

Date: June 12, 2023
To: Mayor and City Council
From:

Subject: Minutes of the May 22, 2023 City Council Meeting

Recommendation: The City Clerk recommends approval.

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

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – May 22, 2023

The Bonner Springs City Council met in Workshop session at 6:30 p.m.

Present: Mayor Harrington; Councilmembers Shannon, Long (6:48 p.m.), McMahan, Gurley, Wood, Kipp, Stephens and Reeves.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Amber Vogan, Assistant City Manager; Tillie LaPlante, Finance Director; Megan Gilliland, Economic Development Director and Matt Beets, Public Works Deputy Director.

1. Budget Workshop – Special Revenue, Enterprise, Multi-Year Capital & Equipment Plans – The Finance Director gave a presentation on the Special Revenue, Enterprise, Multi-Year Capital & Equipment Plans.

The Workshop session adjourned at 7:25 p.m.

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

Present: Mayor Harrington; Councilmembers Shannon, Long, McMahan, Gurley, Wood, Kipp, Stephens and Reeves.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Amber Vogan, Assistant City Manager; Tillie LaPlante, Finance Director; Megan Gilliland, Economic Development Director, Justine Spease, recreation Manager; Tim Richards, Fire Chief and Matt Beets, Public Works Deputy Director.

The Mayor 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 May 8, 2023 City Council Meeting
2. Claims for City Operations
3. Public Use Request – Junkers Jamboree
4. Public Use Request – Tiblow Days

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

OLD BUSINESS –

1. **Lift Station No. 2 - Design/Build Phase II Agreement** – Shannon moved and Stephens seconded to table the item until the June 12, 2023 City Council meeting. Unanimous approval.

NEW BUSINESS –

2. **Memorandum of Understanding and Resolution for Moderate Income Housing Program Application** – Shannon moved and Long seconded 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. Unanimous approval. Assigned Resolution No. 2023-09
3. **Resolution Determining the Need for Housing and Proposed Reinvestment Housing Incentive District** – Stephens moved and Shannon seconded to approve a resolution determining a need for housing within the City of Bonner Springs and proposing a Reinvestment Housing Incentive District. Unanimous approval. Assigned Resolution No. 2023-10
4. **Farmer's Market Pavilion Purchase** - Shannon moved and Gurley seconded to approve the purchase of the pavilion through Icon Shelter Systems, for the amount of \$197,857. Unanimous approval.

5. **2023 Street Resurfacing Project – Award Bid** – Gurley moved and Long seconded to award the bid for the 2023 Street Resurfacing project to McAnany Construction for the amount of \$889,422. Unanimous approval.
6. **Annual Mowing Services – Award Bid** – Stephens moved and Gurley seconded to award the bid for the 2023 Annual Mowing Services to Lawn Force for an estimated cost of \$54,097. Unanimous approval.

REPORTS

Item No. 1: City Manager's Report:

- Bonner Springs is offering free trees to its residents in partnership with the Kansas Forest Service. The KFS will provide advice on the best trees and location; City staff will plant the trees within the right-of-way and will care for them the first three years.
- Azura Amphitheater was awarded a \$1 Million grant for improvements/updates. Thank you to City staff for assisting with the application.
- The City received an additional \$200,000 for the 138th Street project.
- City offices will be closed on Monday, May 29, 2023 for Memorial Day.
- The annual Memorial Day service will be held at the Bonner Springs Cemetery at 10:00 a.m. on Monday, May 29th.

Item No. 2: City Council Items

- Shannon is proud of City staff and believes their hard work is paying off.
- McMahan stated the Ministerial Fellowship is beginning its Bonner Builders program soon.
- Wood displayed the art work of Councilmember Gurley who painted faces at the Bonner Springs Farmer's Market. She will be available for face painting again at the Farmer's Market on June 24th.
- Gurley announced the City Band's first rehearsal and concert is Thursday, June 1st. The concert is at 8:30 p.m. at Kelly Murphy Park, rehearsal is at Bonner Springs High School at 7:00 p.m.
- Stephens asked for updates on the Riverview area.
- McMahan added that some of the Councilmembers judged the Senior Boards and it was a great experience!

Item No. 3: Mayor's Report

- Thanked Megan for her work on the Azura Amphitheater grant.
- Thanked Councilmember Stephens for Chairing the previous meeting in the Mayor's absence.
- It is weed, pothole and water break season. Please watch out for your neighbors and help each other out if one of your neighbors needs help with lawn care or grass mowing.

The meeting adjourned at 8:28 p.m.

Christina Brake, City Clerk

Memorandum

Date: June 12, 2023
To: Mayor and City Council
From: Sarah Frehe

Subject: Claims for City Operations

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 \$ 45,043.78, the regular claims in the amount of \$661,179.63, and utility refunds in the amount of \$128.31.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Report

By Check Number

Date Range: -

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
5184	AT & T MOBILITY	05/26/2023	Regular	0.00	2,690.69	151183
7913	AT&T	05/26/2023	Regular	0.00	85.60	151184
2470	ATMOS ENERGY	05/26/2023	Regular	0.00	58.09	151185
6536	BANKCARD PROCESSING CENTER	05/26/2023	Regular	0.00	15,827.37	151186
0117	BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PA	05/26/2023	Regular	0.00	26.03	151187
12248	DRAKE DE LEON	05/26/2023	Regular	0.00	154.00	151188
7513	HSA BANK	05/26/2023	Regular	0.00	7,042.34	151189
12285	JAMES PENDERGRAST	05/26/2023	Regular	0.00	280.00	151190
9879	MAINSTREET CREDIT UNION	05/26/2023	Regular	0.00	865.00	151191
7764	MICHAEL J. DANIELS	05/26/2023	Regular	0.00	222.00	151192
12284	PRESIDENT AND FELLOWS OF HARVARD COLLEGE	05/26/2023	Regular	0.00	17,400.00	151193
10030	QUALITY SPEAKS, LLC DBA BROADVOICE	05/26/2023	Regular	0.00	153.66	151194
11621	TALIA ROSA PEREZ	05/26/2023	Regular	0.00	189.00	151195
4463	VFW C/O JIM JENKINS	05/26/2023	Regular	0.00	50.00	151196

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	14	0.00	45,043.78
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
	34	14	0.00	45,043.78



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 5/26/2023 - 5/26/2023
Payment Dates 5/26/2023 - 5/26/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 5184 - AT & T MOBILITY					
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	300-155-000-702023	50.17
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	300-157-000-702023	135.39
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	300-165-000-702023	262.46
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	300-175-000-702023	135.39
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	300-185-000-702023	1,134.91
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	300-190-000-702023	187.78
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	420-000-000-702023	301.45
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	430-000-000-702023	396.77
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	497-000-000-702023	45.13
AT & T MOBILITY	287288930469X05192023	05/26/2023	MOBILE PHONE SERVICE 4/12/23 - 5/11/23	575-000-000-702023	41.24
Vendor 5184 - AT & T MOBILITY Total:					2,690.69
Vendor: 7913 - AT&T					
AT&T	0002843	05/26/2023	INTERNET FOR AQUATIC PARK 5/10/23 - 6/09/23	570-000-000-702925	85.60
Vendor 7913 - AT&T Total:					85.60
Vendor: 2470 - ATMOS ENERGY					
ATMOS ENERGY	0002844	05/26/2023	GAS SERVICE	420-000-000-702925	58.09
Vendor 2470 - ATMOS ENERGY Total:					58.09
Vendor: 6536 - BANKCARD PROCESSING CENTER					
BANKCARD PROCESSING CENTER 0002830		05/26/2023	APWA SNOW CONFERENCE - BEETS	300-190-000-702124	419.76
BANKCARD PROCESSING CENTER 0002830		05/26/2023	MPR CONFERENCE - F ABART	300-190-000-702124	288.82
BANKCARD PROCESSING CENTER 0002830		05/26/2023	APWA SNOW CONFERENCE - GOCELJAK	300-190-000-702124	375.76
BANKCARD PROCESSING CENTER 0002830		05/26/2023	NAFA FLEET MANAGEMENT ASSOCIATION DUES	300-190-000-702270	499.00
BANKCARD PROCESSING CENTER 0002831		05/26/2023	NITRILE GLOVES	300-190-000-703015	204.73
BANKCARD PROCESSING CENTER 0002831		05/26/2023	KWEA WASTEWATER OPERATOR TRAINING - ALTHOUSE	420-000-000-702124	175.00
BANKCARD PROCESSING CENTER 0002831		05/26/2023	KWEA WASTEWATER OPERATOR TRAINING - MEADOWS	420-000-000-702124	175.00
BANKCARD PROCESSING CENTER 0002831		05/26/2023	TOLL CHARGES FOR KRWA CONFERENCE	420-000-000-702124	17.55
BANKCARD PROCESSING CENTER 0002831		05/26/2023	NITRILE GLOVES	420-000-000-703015	204.73
BANKCARD PROCESSING CENTER 0002831		05/26/2023	TOLL CHARGES FOR KRWA CONFERENCE	430-000-000-702124	10.00
BANKCARD PROCESSING CENTER 0002831		05/26/2023	WATER TREATMENT OPERATOR WORKSHOP - ESCOBAR	430-000-000-702124	40.00
BANKCARD PROCESSING CENTER 0002831		05/26/2023	WATER TREATMENT OPERATOR EXAM - FEDEN	430-000-000-702124	25.00
BANKCARD PROCESSING CENTER 0002831		05/26/2023	NITRILE GLOVES	430-000-000-703015	204.74
BANKCARD PROCESSING CENTER 0002832		05/26/2023	APWA SNOW CONFERENCE - DENTON	300-190-000-702124	419.76

Expense Approval Report

Post Dates: 5/26/2023 - 5/26/2023 Payment Dates: 5/26/2023 - 5/26/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANKCARD PROCESSING CENTER	0002832	05/26/2023	55 GALLON SKID SPRAYER	300-190-000-703081	1,879.99
BANKCARD PROCESSING CENTER	0002832	05/26/2023	SAFETY GAS CANS - STREETS	300-190-000-703193	224.00
BANKCARD PROCESSING CENTER	0002832	05/26/2023	PUMP/AIR HOSE REEL	300-190-000-703193	129.99
BANKCARD PROCESSING CENTER	0002832	05/26/2023	PUMP/AIR HOSE REEL	300-190-000-703537	159.99
BANKCARD PROCESSING CENTER	0002833	05/26/2023	GIFT BAG DONATION - KC REGIONAL DESTINATIONS EVENT	505-000-000-702485	71.12
BANKCARD PROCESSING CENTER	0002833	05/26/2023	COFFEE FOR KCRDA EVENT	505-000-000-702485	77.95
BANKCARD PROCESSING CENTER	0002833	05/26/2023	AD FEES FOR DOWNTOWN SPECIAL EVENTS	505-000-000-702485	31.82
BANKCARD PROCESSING CENTER	0002833	05/26/2023	PERSONAL AD CHARGED IN ERROR - REIMB	505-000-000-702485	115.11
BANKCARD PROCESSING CENTER	0002834	05/26/2023	NPCA SEMINAR - BARGERSTOCK	082-000-000-702124	325.00
BANKCARD PROCESSING CENTER	0002834	05/26/2023	SHIPPING (BODY ARMOR)	300-185-000-702011	32.24
BANKCARD PROCESSING CENTER	0002834	05/26/2023	SHIPPING (BODY ARMOR)	300-185-000-702011	15.75
BANKCARD PROCESSING CENTER	0002834	05/26/2023	2023 POLICE FLEET EXPO - KRAUZE	300-185-000-702124	484.24
BANKCARD PROCESSING CENTER	0002834	05/26/2023	ACO INTERNET	300-185-000-702396	53.50
BANKCARD PROCESSING CENTER	0002834	05/26/2023	ACO INTERNET	300-185-000-702396	63.49
BANKCARD PROCESSING CENTER	0002834	05/26/2023	FLEET SUPPLIES	300-185-000-702510	47.43
BANKCARD PROCESSING CENTER	0002834	05/26/2023	UNIT 71 MAINTENANCE	300-185-000-702510	518.07
BANKCARD PROCESSING CENTER	0002834	05/26/2023	BODY ARMOR	300-185-000-703015	424.19
BANKCARD PROCESSING CENTER	0002834	05/26/2023	ACO INSECT CONTROL	300-185-000-703015	134.00
BANKCARD PROCESSING CENTER	0002834	05/26/2023	BODY ARMOR	300-185-000-703015	46.06
BANKCARD PROCESSING CENTER	0002834	05/26/2023	BODY ARMOR	300-185-000-703015	44.96
BANKCARD PROCESSING CENTER	0002834	05/26/2023	INTERNATIONAL FEE	300-185-000-703015	12.73
BANKCARD PROCESSING CENTER	0002835	05/26/2023	APWA SNOW CONFERENCE - MASTERS	300-190-000-702124	419.76
BANKCARD PROCESSING CENTER	0002835	05/26/2023	SEAT REPAIR - VID # 552	300-190-000-702510	400.00
BANKCARD PROCESSING CENTER	0002835	05/26/2023	RETURN - CREDIT SALES TAX	300-190-000-703041	-43.61
BANKCARD PROCESSING CENTER	0002835	05/26/2023	TRASH CANS FOR NORTH PARK RESTROOMS	300-190-000-703041	39.92
BANKCARD PROCESSING CENTER	0002836	05/26/2023	ANNUAL FBI TRAINING DINNER	300-185-000-702124	60.00
BANKCARD PROCESSING CENTER	0002837	05/26/2023	NEW THEATRE RESTAURANT	540-000-000-702424	432.00
BANKCARD PROCESSING CENTER	0002837	05/26/2023	QUALITY HILL - TICKETS TO DUETS OF BROADWAY	540-000-000-702424	600.00
BANKCARD PROCESSING CENTER	0002837	05/26/2023	RESTROOM RENOVATION SUPPLIES	565-000-000-704880	190.11
BANKCARD PROCESSING CENTER	0002838	05/26/2023	ELECTRICAL WIRING SUPPLIES	497-000-000-703041	159.00
BANKCARD PROCESSING CENTER	0002839	05/26/2023	ARBOR DAY TREE - ZELKOVA	300-175-000-703763	295.00
BANKCARD PROCESSING CENTER	0002839	05/26/2023	DOUNTS FOR CITY CLEAN UP VOLUNTEERS	300-175-000-703763	28.38
BANKCARD PROCESSING CENTER	0002839	05/26/2023	CAMP MOVIE SUBSCRIPTION	565-000-000-702491	12.01
BANKCARD PROCESSING CENTER	0002839	05/26/2023	LL RR SINKS	565-000-000-704880	18.00
BANKCARD PROCESSING CENTER	0002839	05/26/2023	LL RR SINKS	565-000-000-704880	1,785.54
BANKCARD PROCESSING CENTER	0002840	05/26/2023	ONLINE CDL TRAINING COURSES	300-190-000-702124	750.00
BANKCARD PROCESSING CENTER	0002840	05/26/2023	CDL TRAINING MANUALS	300-190-000-703015	260.47
BANKCARD PROCESSING CENTER	0002840	05/26/2023	ONLINE CDL TRAINING COURSES	430-000-000-702124	500.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-125-000-702370	36.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-130-000-702370	30.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-145-000-702370	7.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-150-000-702999	54.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-155-000-702370	18.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-157-000-702370	18.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-165-000-702370	102.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-170-000-702370	18.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-175-000-702370	42.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-185-000-702370	156.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-190-000-702370	18.00

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	300-190-000-702370	77.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	420-000-000-702370	30.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	430-000-000-702370	30.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	497-000-000-702370	6.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	505-000-000-702370	6.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	540-000-000-702370	6.00
BANKCARD PROCESSING CENTER	0002841	05/26/2023	BANKCARD VISA - A VOGAN	575-000-000-702370	6.00
BANKCARD PROCESSING CENTER	0002842	05/26/2023	CREDIT FROM GOTOMEETING	300-145-000-702270	-192.00
BANKCARD PROCESSING CENTER	0002842	05/26/2023	NYLON FLAGS	300-165-000-703041	93.47
BANKCARD PROCESSING CENTER	0002842	05/26/2023	NYLON FLAGS	497-000-000-703041	303.23
BANKCARD PROCESSING CENTER	0002842	05/26/2023	TIBLOW VEHICLE #112	575-000-000-702510	3.00
BANKCARD PROCESSING CENTER	0002847	05/26/2023	KS BOARD OF EMS	300-165-000-702270	180.00
			SERVICE/LICENSE RENEWAL		
BANKCARD PROCESSING CENTER	0002847	05/26/2023	KS STATE CHIEFS ASSOC	300-165-000-702270	80.00
BANKCARD PROCESSING CENTER	0002847	05/26/2023	ADOBE SOFTWARE - CHIEF	300-165-000-702370	262.07
			YEARLY SUBSCRIPTION		
BANKCARD PROCESSING CENTER	0002847	05/26/2023	ADOBE SOFTWARE	300-165-000-702370	29.99
BANKCARD PROCESSING CENTER	0002847	05/26/2023	STATION TV SERVICES	300-165-000-702925	92.84
BANKCARD PROCESSING CENTER	0002847	05/26/2023	UNIFORMS	300-165-000-703015	316.80
BANKCARD PROCESSING CENTER	0002847	05/26/2023	STATION SUPPLIES	300-165-000-703999	139.91
Vendor 6536 - BANKCARD PROCESSING CENTER Total:					15,827.37

Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE

BOARD OF PUBLIC UTILITIES AT...	0002845	05/26/2023	WATER BILL - 11600 KAW DR	300-185-000-702396	26.03
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:					26.03

Vendor: 12248 - DRAKE DE LEON

DRAKE DE LEON	DD05062023	05/26/2023	SOCCER OFFICIAL - 5 GAMES & 2 SINGLES	545-000-000-702037	100.00
DRAKE DE LEON	DD5132023	05/26/2023	SOCCER OFFICIAL - 3 GAMES	545-000-000-702037	54.00
Vendor 12248 - DRAKE DE LEON Total:					154.00

Vendor: 7513 - HSA BANK

HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	071-000-000-021385	2,354.84
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-125-000-701610	187.50
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-145-000-701610	125.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-155-000-701610	125.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-157-000-701610	250.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-165-000-701610	562.50
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-170-000-701610	187.50
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-175-000-701610	187.50
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-185-000-701610	1,750.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	300-190-000-701610	625.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	420-000-000-701610	250.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	430-000-000-701610	250.00
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	497-000-000-701610	62.50
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	505-000-000-701610	62.50
HSA BANK	0002848	05/26/2023	HEALTH SAVING ACCOUNT FOR 5/26/2023	525-000-000-701610	62.50
Vendor 7513 - HSA BANK Total:					7,042.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 12285 - JAMES PENDERGRAST					
JAMES PENDERGRAST	100323	05/26/2023	BOND REFUND - TONIA PENDERGRAST	023-000-000-021211	280.00
Vendor 12285 - JAMES PENDERGRAST Total:					280.00
Vendor: 9879 - MAINSTREET CREDIT UNION					
MAINSTREET CREDIT UNION	0002849	05/26/2023	PAYROLL FOR 5/26/2023	071-000-000-021380	865.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:					865.00
Vendor: 7764 - MICHAEL J. DANIELS					
MICHAEL J. DANIELS	MD050142023	05/26/2023	SOCCER OFFICIAL - 4 GAMES	545-000-000-702037	66.00
MICHAEL J. DANIELS	MD05072023	05/26/2023	SOCCER OFFICIAL - 3 GAMES	545-000-000-702037	54.00
MICHAEL J. DANIELS	MD05132023	05/26/2023	SOCCER OFFICIAL - 6 GAMES	545-000-000-702037	102.00
Vendor 7764 - MICHAEL J. DANIELS Total:					222.00
Vendor: 12284 - PRESIDENT AND FELLOWS OF HARVARD COLLEGE					
PRESIDENT AND FELLOWS OF H...	HKSEE041138	05/26/2023	SR EXECUTIVES IN STATE AND LOCAL GOV PROGRAM FEE	300-155-000-702124	17,400.00
Vendor 12284 - PRESIDENT AND FELLOWS OF HARVARD COLLEGE Total:					17,400.00
Vendor: 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE					
QUALITY SPEAKS, LLC DBA BRO...	7183663	05/26/2023	FD PHONE SERVICES LATE FEE	300-165-000-702023	2.16
QUALITY SPEAKS, LLC DBA BRO...	7201089	05/26/2023	FD PHONE SERVICES 4/7/23 - 5/7/23	300-165-000-702023	75.75
QUALITY SPEAKS, LLC DBA BRO...	7223183	05/26/2023	FD PHONE SERVICES 5/7/23 - 6/7/23	300-165-000-702023	75.75
Vendor 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE Total:					153.66
Vendor: 11621 - TALIA ROSA PEREZ					
TALIA ROSA PEREZ	TP050132023	05/26/2023	SOCCER OFFICIAL - 3 GAMES	545-000-000-702037	72.00
TALIA ROSA PEREZ	TP05062023	05/26/2023	SOCCER OFFICIAL - 3 GAMES	545-000-000-702037	58.00
TALIA ROSA PEREZ	TP05072023	05/26/2023	SOCCER OFFICIAL - 3 GAMES & 1 SINGLE	545-000-000-702037	59.00
Vendor 11621 - TALIA ROSA PEREZ Total:					189.00
Vendor: 4463 - VFW C/O JIM JENKINS					
VFW C/O JIM JENKINS	0002850	05/26/2023	ANNUAL DONATION TO VFW	080-000-000-702046	50.00
Vendor 4463 - VFW C/O JIM JENKINS Total:					50.00
Grand Total:					45,043.78



Bonner Springs, KS

Check Register

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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	06/09/2023	Regular	0.00	20.00	151197
6515	911 CUSTOM	06/09/2023	Regular	0.00	481.35	151198
11701	ALL COPY PRODUCTS INC	06/09/2023	Regular	0.00	674.13	151199
11999	ALL COPY PRODUCTS INC-POSTAGE LE	06/09/2023	Regular	0.00	210.51	151200
10078	AMAZON CAPITAL SERVICES, INC AMA	06/09/2023	Regular	0.00	3,667.19	151201
	Void	06/09/2023	Regular	0.00	0.00	151202
7169	AMERICAN RED CROSS - HEALTH & SA	06/09/2023	Regular	0.00	138.00	151203
7449	APEX ENVIROTECH, INC.	06/09/2023	Regular	0.00	2,760.00	151204
5817	ARBOR DAY FOUNDATION MEMBER SI	06/09/2023	Regular	0.00	10.00	151205
3303	ASPHALT SALES CO INC	06/09/2023	Regular	0.00	200.48	151206
5615	AT & T 5011	06/09/2023	Regular	0.00	305.35	151207
11698	AT&T 5019	06/09/2023	Regular	0.00	594.52	151208
1461	AUGUSTINE EXTERMINATORS	06/09/2023	Regular	0.00	87.81	151209
9842	AUTOZONE	06/09/2023	Regular	0.00	20.58	151210
7514	AXIOM INSTRUMENTATION SERVICES	06/09/2023	Regular	0.00	2,285.55	151211
0900	BEAM-WARD, KRUSE, WILSON & FLET	06/09/2023	Regular	0.00	3,935.00	151212
10140	BEVERLY S MILLS	06/09/2023	Regular	0.00	180.00	151213
7416	BG CONSULTANTS, INC	06/09/2023	Regular	0.00	25,113.50	151214
12165	BLUE CARDINAL CHEMICAL LLC	06/09/2023	Regular	0.00	982.08	151215
11775	BLUE CROSS BLUE SHIELD OF KANSAS	06/09/2023	Regular	0.00	856.89	151216
0117	BOARD OF PUBLIC UTILITIES ATTN: AC	06/09/2023	Regular	0.00	45,276.58	151217
0121	BONNER SPGS LIBRARY	06/09/2023	Regular	0.00	169,474.58	151218
2798	BONNER SPRINGS AUTO REPAIR LLC	06/09/2023	Regular	0.00	88.12	151219
0192	C&B EQUIPMENT MIDWEST INC.	06/09/2023	Regular	0.00	980.00	151220
11860	CANTEEN REFRESHMENT SERVICES	06/09/2023	Regular	0.00	229.56	151221
11659	CAPITAL ONE/WALMART COMMUNIT	06/09/2023	Regular	0.00	85.10	151222
12290	CARRIE GARDNER	06/09/2023	Regular	0.00	52.00	151223
0204	CHAMBER OF COMMERCE BONNER SF	06/09/2023	Regular	0.00	195.00	151224
11793	CHARTER COMMUNICATIONS HOLDING	06/09/2023	Regular	0.00	931.74	151225
12289	CHRISTINA WALKER	06/09/2023	Regular	0.00	70.00	151226
10027	CINTAS	06/09/2023	Regular	0.00	461.87	151227
11655	CINTAS FIRE 636525	06/09/2023	Regular	0.00	230.72	151228
2410	CITY TREASURER KCK	06/09/2023	Regular	0.00	33,484.38	151229
11908	CMRS-FP	06/09/2023	Regular	0.00	800.00	151230
7888	COGENT, INC	06/09/2023	Regular	0.00	2,160.50	151231
0213	COLEMAN EQUIPMENT INC	06/09/2023	Regular	0.00	22.35	151232
12269	CONTINENTAL RESEARCH CORPORATI	06/09/2023	Regular	0.00	265.61	151233
11987	COOL HEAT KC LLC	06/09/2023	Regular	0.00	367.77	151234
0716	CORE & MAIN LP	06/09/2023	Regular	0.00	7,430.99	151235
2216	CROSBY PLUMBING	06/09/2023	Regular	0.00	5,471.00	151236
7098	CTM MEDIA GROUP INC	06/09/2023	Regular	0.00	6,500.00	151237
1739	CUSTOM WELDING & FABRICATION	06/09/2023	Regular	0.00	450.00	151238
12127	DAYCO PAINTING INC	06/09/2023	Regular	0.00	15,940.00	151239
0014	DEFFENBAUGH INDUSTRIES INC WM C	06/09/2023	Regular	0.00	12,166.20	151240
12248	DRAKE DE LEON	06/09/2023	Regular	0.00	126.00	151241
7360	DSG EQUIPMENT & SUPPLIES INC	06/09/2023	Regular	0.00	572.00	151242
5567	ELITE ELECTRIC INC	06/09/2023	Regular	0.00	126.00	151243
7003	ERIC B PARR	06/09/2023	Regular	0.00	510.00	151244
10964	EVERGY FKA KCP&L	06/09/2023	Regular	0.00	193.21	151245
4342	FELDMANS	06/09/2023	Regular	0.00	406.61	151246
7225	FORTILINE, INC FORTILINE WATERWOI	06/09/2023	Regular	0.00	581.91	151247
11792	FREESE AND NICHOLS, INC	06/09/2023	Regular	0.00	5,233.00	151248
12303	GARY C. CARPENTER AND DIANE CARP	06/09/2023	Regular	0.00	5,500.00	151249
11563	GERKEN RENT-ALL INC	06/09/2023	Regular	0.00	166.74	151250

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10924	GO CAR WASH MGMT CORP	06/09/2023	Regular	0.00	240.00	151251
1942	GRASS PAD INC	06/09/2023	Regular	0.00	1,573.73	151252
	Void	06/09/2023	Regular	0.00	0.00	151253
7383	GREAT PLAINS SOCIETY FOR PREVENTI	06/09/2023	Regular	0.00	1,220.00	151254
1532	GT DISTRIBUTORS	06/09/2023	Regular	0.00	236.60	151255
12160	GUARDIAN SECURITY SYSTEMS INC	06/09/2023	Regular	0.00	151.94	151256
4275	HAYNES EQUIPMENT CO INC	06/09/2023	Regular	0.00	8,070.00	151257
0821	HOLLIDAY SAND AND GRAVEL CO	06/09/2023	Regular	0.00	960.07	151258
7513	HSA BANK	06/09/2023	Regular	0.00	7,149.84	151259
7720	IBEC, LLC	06/09/2023	Regular	0.00	60.00	151260
11590	IMAGEQUEST INC.	06/09/2023	Regular	0.00	225.90	151261
10304	INSTITUTE FOR BUILDING TECHNOLOC	06/09/2023	Regular	0.00	8,915.00	151262
12294	JEFFREY CORDILL	06/09/2023	Regular	0.00	4,153.36	151263
12158	JESSICA BROCK	06/09/2023	Regular	0.00	27.50	151264
0359	JIMS LOCK & SAFE SERVICE	06/09/2023	Regular	0.00	375.00	151265
12304	JOHN F. EICKHOFF AND MICHELLE EICI	06/09/2023	Regular	0.00	13,750.00	151266
11951	JON DAVID HILL	06/09/2023	Regular	0.00	95.00	151267
5308	KANSAS ONE-CALL SYSTEM, INC C/O M	06/09/2023	Regular	0.00	290.40	151268
12293	KARA REED	06/09/2023	Regular	0.00	100.00	151269
11717	KASSIE WATSON	06/09/2023	Regular	0.00	180.00	151270
12258	KAYLEE YATES	06/09/2023	Regular	0.00	420.00	151271
10555	KBI LAB	06/09/2023	Regular	0.00	400.00	151272
12292	KIMBERLY HODNETT	06/09/2023	Regular	0.00	250.00	151273
3516	KUTAK ROCK LLP	06/09/2023	Regular	0.00	2,380.23	151274
3003	LAKE OF THE FOREST INC	06/09/2023	Regular	0.00	247.00	151275
8048	LAYNE CHRISTENSEN COMPANY	06/09/2023	Regular	0.00	16,266.00	151276
11619	LESLIE LLOYD HAROLD	06/09/2023	Regular	0.00	250.00	151277
12298	LETTS VANKIRK & ASSOCIATES	06/09/2023	Regular	0.00	1,061.31	151278
12266	LOGAN CONTRACTORS SUPPLY, INC	06/09/2023	Regular	0.00	3,466.50	151279
12295	LOVIEASHA DAWN-BRYANT	06/09/2023	Regular	0.00	13.00	151280
1836	LOWE'S CREDIT SERVICES	06/09/2023	Regular	0.00	679.22	151281
9879	MAINSTREET CREDIT UNION	06/09/2023	Regular	0.00	865.00	151282
12301	MATTHEW GURLEY AND DANYELE GU	06/09/2023	Regular	0.00	6,350.00	151283
7587	MCANANY OIL CO., INC.	06/09/2023	Regular	0.00	4,064.57	151284
7347	MCGUIRE ELECTRIC, LLC	06/09/2023	Regular	0.00	3,984.49	151285
12297	MEDICAID KANSAS	06/09/2023	Regular	0.00	17.42	151286
7774	METRO AIR CONDITIONING CO	06/09/2023	Regular	0.00	3,547.00	151287
7764	MICHAEL J. DANIELS	06/09/2023	Regular	0.00	276.00	151288
2835	MID AMERICAN SIGNAL INC	06/09/2023	Regular	0.00	165.00	151289
3759	MIDWEST BUS SALES INC	06/09/2023	Regular	0.00	1,309.79	151290
8001	MIDWEST PUBLIC RISK	06/09/2023	Regular	0.00	90,336.00	151291
4276	MOTOROLA SOLUTIONS INC.	06/09/2023	Regular	0.00	1,273.80	151292
7935	NANCY L. GOSS	06/09/2023	Regular	0.00	363.00	151293
7206	NATIONAL INSURANCE MARKETING BI	06/09/2023	Regular	0.00	1,235.95	151294
12192	NEW CONCEPT BONNER LLC	06/09/2023	Regular	0.00	5,639.62	151295
5050	NORTHERN SAFETY CO INC	06/09/2023	Regular	0.00	181.24	151296
10955	OFFICE OF ACCOUNTS AND REPORTS I	06/09/2023	Regular	0.00	175.00	151297
0947	O'REILLY AUTO STORES INC	06/09/2023	Regular	0.00	597.08	151298
	Void	06/09/2023	Regular	0.00	0.00	151299
11894	ORRICK & ERSKINE, LLP	06/09/2023	Regular	0.00	2,632.50	151300
11769	OTTAWA BUS SERVICE, INC.	06/09/2023	Regular	0.00	3,000.00	151301
8124	OUTDOOR HOME SERVICES HOLDINGS	06/09/2023	Regular	0.00	6,151.57	151302
6006	OVERHEAD DOOR COMPANY OF KC DI	06/09/2023	Regular	0.00	764.75	151303
2955	P.B. HOIDALE CO. INC	06/09/2023	Regular	0.00	224.50	151304
3393	PACE ANALYTICAL	06/09/2023	Regular	0.00	503.00	151305
11541	PEREGRINE CORPORATION	06/09/2023	Regular	0.00	943.50	151306
3531	PERRY & TRENT LLC	06/09/2023	Regular	0.00	6,906.00	151307
11867	PI MANAGED SERVICES LLC	06/09/2023	Regular	0.00	6,312.50	151308
0562	POMP'S TIRE SERVICE, INC	06/09/2023	Regular	0.00	1,453.92	151309
7022	POSTMASTER	06/09/2023	Regular	0.00	50.00	151310
0646	PUSHWATER ENTERPRISES INC	06/09/2023	Regular	0.00	80.00	151311

Check Register

Packet: APPKT00595-6/6/2023 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10030	QUALITY SPEAKS, LLC DBA BROADVOI	06/09/2023	Regular	0.00	75.80	151312
5302	R. E. PEDROTTI CO INC	06/09/2023	Regular	0.00	477.40	151313
12302	RANDOLPH B. MEANS	06/09/2023	Regular	0.00	49.95	151314
8031	REDDI SERVICES INC	06/09/2023	Regular	0.00	164.00	151315
10641	REDISHRED KANSAS INC PROSHRED SE	06/09/2023	Regular	0.00	56.68	151316
12299	ROBERT GREEN	06/09/2023	Regular	0.00	50.00	151317
7591	ROMAINE ELECTRIC	06/09/2023	Regular	0.00	3,510.74	151318
11773	RONALD TILDEN	06/09/2023	Regular	0.00	553.80	151319
10388	SALTUS TECHNOLOGIES, LLC	06/09/2023	Regular	0.00	750.00	151320
6010	SCHUETZ CONSTRUCTION	06/09/2023	Regular	0.00	2,952.00	151321
10242	SHEAR COLOR PRINTING, INC	06/09/2023	Regular	0.00	1,324.00	151322
12300	SIERRA SPURLOCK	06/09/2023	Regular	0.00	150.00	151323
7934	SITEONE LANDSCAPE SUPPLY HOLDING	06/09/2023	Regular	0.00	748.25	151324
11869	SOUTHWEST ANSWERING SERVICE INC	06/09/2023	Regular	0.00	116.00	151325
7670	STAPLES CONTRACT & COMMERCIAL S	06/09/2023	Regular	0.00	166.55	151326
11823	STATE TRACTOR & EQUIPMENT CO, IN	06/09/2023	Regular	0.00	564.70	151327
11621	TALIA ROSA PEREZ	06/09/2023	Regular	0.00	56.00	151328
10110	TARGETSOLUTIONS LEARNING LLC	06/09/2023	Regular	0.00	2,335.00	151329
11572	TELEFLEX LLC	06/09/2023	Regular	0.00	610.50	151330
10854	THE JATH GROUP, INC	06/09/2023	Regular	0.00	8,314.78	151331
6802	TOTAL ELECTRIC CONTRACTORS INC	06/09/2023	Regular	0.00	1,501.17	151332
11556	U.S. BANK EQUIPMENT FINANCE	06/09/2023	Regular	0.00	537.01	151333
5824	ULINE, INC.	06/09/2023	Regular	0.00	246.02	151334
3736	UNIFIED TREASURER	06/09/2023	Regular	0.00	4,287.50	151335
6819	UNIFIRST CORPORATION	06/09/2023	Regular	0.00	716.88	151336
1541	UNITED LABORATORIES	06/09/2023	Regular	0.00	197.34	151337
4137	UNIVERSITY OF KS HOSPITAL AUTH	06/09/2023	Regular	0.00	352.00	151338
3078	USA BLUEBOOK	06/09/2023	Regular	0.00	566.80	151339
3088	VANCE BROTHERS, INC	06/09/2023	Regular	0.00	330.90	151340
0915	VERIZON WIRELESS	06/09/2023	Regular	0.00	200.05	151341
11417	VLP AN EQUIPMENTSHARE COMPANY	06/09/2023	Regular	0.00	1,524.39	151342
0712	W W GRAINGER	06/09/2023	Regular	0.00	392.33	151343
7375	WATCHMEN SECURITY SERVICES	06/09/2023	Regular	0.00	191.29	151344
2043	WEIS FIRE & SAFETY EQUIPMENT	06/09/2023	Regular	0.00	4,352.00	151345
10057	WESTECH ENGINEERING, INC	06/09/2023	Regular	0.00	673.62	151346
11618	WESTERN DIESEL SERVICES INC	06/09/2023	Regular	0.00	5,132.00	151347
1321	WESTLAKE HARDWARE	06/09/2023	Regular	0.00	1,833.70	151348
	Void	06/09/2023	Regular	0.00	0.00	151349
	Void	06/09/2023	Regular	0.00	0.00	151350
	Void	06/09/2023	Regular	0.00	0.00	151351
11421	WEX INC.	06/09/2023	Regular	0.00	10,775.10	151352
10810	WILLIAM F TUCKER	06/09/2023	Regular	0.00	5,921.00	151353
8411	WILSON & COMPANY ENGINEERS	06/09/2023	Regular	0.00	6,739.10	151354
6868	WYANDOTTE ECONOMIC DEVELOPME	06/09/2023	Regular	0.00	10,000.00	151355

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	390	153	0.00	661,179.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	390	159	0.00	661,179.63



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7484 - 1138, INC				
1138, INC	231970	06/06/2023	BACKGROUND CHECKS - ZHANG	20.00
Vendor 7484 - 1138, INC Total:				20.00
Vendor: 6515 - 911 CUSTOM				
911 CUSTOM	53134	06/06/2023	UNIT 49	450.00
911 CUSTOM	53255	06/06/2023	UNIT 68	31.35
Vendor 6515 - 911 CUSTOM Total:				481.35
Vendor: 11701 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	79884895	06/06/2023	MAY USAGE (COPY) CHARGES	112.65
ALL COPY PRODUCTS INC	79884895	06/06/2023	JUNE COPIER LEASE/FEES	561.48
Vendor 11701 - ALL COPY PRODUCTS INC Total:				674.13
Vendor: 11999 - ALL COPY PRODUCTS INC-POSTAGE LEASE				
ALL COPY PRODUCTS INC-POST...	34102682	06/06/2023	METER RENTAL 5/14/23 - 6/14/23	210.51
Vendor 11999 - ALL COPY PRODUCTS INC-POSTAGE LEASE Total:				210.51
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES, IN...	11YM-Q6HL-JTF6	06/06/2023	PRINTER/NAME TAG STICKERS	200.83
AMAZON CAPITAL SERVICES, IN...	13PV-XTRF-HNV3	06/06/2023	IPADS/CASE/SCREEN PROTECTOR	1,255.55
AMAZON CAPITAL SERVICES, IN...	19Q4-WP1P-4M1G	06/06/2023	HARD HAT	75.99
AMAZON CAPITAL SERVICES, IN...	19Q4-WP1P-4M1G	06/06/2023	KEY COVERS/COMPUTER CLEANING WIPES	72.28
AMAZON CAPITAL SERVICES, IN...	19Q4-WP1P-4M1G	06/06/2023	COMPUTER CLEANING WIPES	17.97
AMAZON CAPITAL SERVICES, IN...	19VC-QTY7-9KVV	06/06/2023	FIREARM SUPPLIES	678.92
AMAZON CAPITAL SERVICES, IN...	1C7V-LJL4-GDNJ	06/06/2023	HDMI DISPLAY PORT ADAPTER	14.78
AMAZON CAPITAL SERVICES, IN...	1C7V-LJL4-GDNJ	06/06/2023	BATTERY BACKUP	72.78
AMAZON CAPITAL SERVICES, IN...	1CVX-H7DP-G133	06/06/2023	ADDRESS LABELS	20.69
AMAZON CAPITAL SERVICES, IN...	1GPD-YNGH-1XFN	06/06/2023	LEADERSHIP BOOKS	32.98
AMAZON CAPITAL SERVICES, IN...	1H17-H19D-CR XR	06/06/2023	RETURN HDMO DISPLAY PORT ADAPTER	-7.39
AMAZON CAPITAL SERVICES, IN...	1HCV-QHJC-67T7	06/06/2023	GATORADE MIX/HOT COCOA MIX	34.99
AMAZON CAPITAL SERVICES, IN...	1HCV-QHJC-67T7	06/06/2023	GATORADE MIX/HOT COCOA MIX	43.97
AMAZON CAPITAL SERVICES, IN...	1HH1-7VVF-4X3G	06/06/2023	SPORTS EQUIPMENT BAGS	129.42
AMAZON CAPITAL SERVICES, IN...	1HL6-PV1Q-DXDF	06/06/2023	MANAGER TABLES FOR POOL	177.96
AMAZON CAPITAL SERVICES, IN...	1HTX-HKXY-NMDH	06/06/2023	FIRE ARM CLEANING SUPPLIES	95.26
AMAZON CAPITAL SERVICES, IN...	1JTY-YQFN-9LTH	06/06/2023	RETURN CHARGER	-16.99
AMAZON CAPITAL SERVICES, IN...	1MK1-VNFV-7XTP	06/06/2023	COPY PAPER	60.09
AMAZON CAPITAL SERVICES, IN...	1MK1-VNFV-7XTP	06/06/2023	WINDOW BLIND	48.00
AMAZON CAPITAL SERVICES, IN...	1QGF-VTCH-HQ37	06/06/2023	CERTIFICATE HOLDERS	28.99
AMAZON CAPITAL SERVICES, IN...	1QPP-C1QY-D3PF	06/06/2023	FLEA AND TICK SPRAY	36.99
AMAZON CAPITAL SERVICES, IN...	1TV6-W3XP-4KXJ	06/06/2023	UPS BATTERY BACKUPS	198.48
AMAZON CAPITAL SERVICES, IN...	1TV6-W3XP-4KXJ	06/06/2023	UPS BATTERY BACKUPS	175.90
AMAZON CAPITAL SERVICES, IN...	1V69-3QGP-3471	06/06/2023	FRIDGE FILTERS	102.16
AMAZON CAPITAL SERVICES, IN...	1VM6-JWWM-39DT	06/06/2023	T-BALLS	34.60
AMAZON CAPITAL SERVICES, IN...	1YHP-3JJP-3HV9	06/06/2023	RETURN HDMI DISPLAY ADAPTER	-7.39
AMAZON CAPITAL SERVICES, IN...	1YJY-JDNH-3QN7	06/06/2023	HARD HATS	71.70
AMAZON CAPITAL SERVICES, IN...	1YJY-JDNH-3QN7	06/06/2023	3 RING BINDER	17.68
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				3,667.19

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7169 - AMERICAN RED CROSS - HEALTH & SAFETY SERVICES				
AMERICAN RED CROSS - HEALTH..	22594102	06/06/2023	LIFEGUARD CERTIFICATIONS	138.00
			Vendor 7169 - AMERICAN RED CROSS - HEALTH & SAFETY SERVICES Total:	138.00
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03.001 APR 2023	06/06/2023	CSM SAMPLING - APR 2023	2,760.00
			Vendor 7449 - APEX ENVIROTECH, INC. Total:	2,760.00
Vendor: 5817 - ARBOR DAY FOUNDATION MEMBER SERVICES				
ARBOR DAY FOUNDATION ME...	0002853	06/06/2023	ANNUAL SUBSCRIPTION TO ARBOR DAY FOUNDATION	10.00
			Vendor 5817 - ARBOR DAY FOUNDATION MEMBER SERVICES Total:	10.00
Vendor: 3303 - ASPHALT SALES CO INC				
ASPHALT SALES CO INC	152151	06/06/2023	ASPHALT FOR POT HOLE PATCHING	200.48
			Vendor 3303 - ASPHALT SALES CO INC Total:	200.48
Vendor: 5615 - AT & T 5011				
AT & T 5011	0790469593-052523	06/06/2023	SPECIAL CIRCUITS AND ALARMS 5/25/23 - 6/24/23	31.35
AT & T 5011	0790469593-052523	06/06/2023	SPECIAL CIRCUITS AND ALARMS 3/25/23 - 4/24/23	134.00
AT & T 5011	0790469593-052523	06/06/2023	SPECIAL CIRCUITS AND ALARMS 3/25/23 - 4/24/23	140.00
			Vendor 5615 - AT & T 5011 Total:	305.35
Vendor: 11698 - AT&T 5019				
AT&T 5019	0002851	06/06/2023	MONTHLY FIBER OPTICS SERVICE 5/11/23 - 6/10/23	198.18
AT&T 5019	0002851	06/06/2023	MONTHLY FIBER OPTICS SERVICE 3/11/23 - 4/10/23	198.17
AT&T 5019	0002851	06/06/2023	MONTHLY FIBER OPTICS SERVICE 3/11/23 - 4/10/23	198.17
			Vendor 11698 - AT&T 5019 Total:	594.52
Vendor: 1461 - AUGUSTINE EXTERMINATORS				
AUGUSTINE EXTERMINATORS	2393395	06/06/2023	EXTERMINATOR	87.81
			Vendor 1461 - AUGUSTINE EXTERMINATORS Total:	87.81
Vendor: 9842 - AUTOZONE				
AUTOZONE	3784764754	06/06/2023	REPLACEMENT MIRROR GLASS VID # 402	6.19
AUTOZONE	3784768630	06/06/2023	VEHICLE LIGHT BULB	14.39
			Vendor 9842 - AUTOZONE Total:	20.58
Vendor: 7514 - AXIOM INSTRUMENTATION SERVICES				
AXIOM INSTRUMENTATION SE...	20-1699	06/06/2023	REPLACE DUAL CHANNEL CONTROLLER/SUNSCREEN	2,285.55
			Vendor 7514 - AXIOM INSTRUMENTATION SERVICES Total:	2,285.55
Vendor: 0900 - BEAM-WARD, KRUSE, WILSON & FLETES, LLC				
BEAM-WARD, KRUSE, WILSON ...	0002880	06/06/2023	ATTORNEY FEES FOR EIKHOFF TCO	2,790.00
BEAM-WARD, KRUSE, WILSON ...	0002880	06/06/2023	ATTORNEY FEES FOR CARPENTER TCO	1,145.00
			Vendor 0900 - BEAM-WARD, KRUSE, WILSON & FLETES, LLC Total:	3,935.00
Vendor: 10140 - BEVERLY S MILLS				
BEVERLY S MILLS	23-173	06/06/2023	BEAUTIFICATION AWARDS	150.00
BEVERLY S MILLS	23-186	06/06/2023	GREEN TREE ID PLAQUES FOR MEMEORIAL TREE	30.00
			Vendor 10140 - BEVERLY S MILLS Total:	180.00
Vendor: 7416 - BG CONSULTANTS, INC				
BG CONSULTANTS, INC	20-1413L (32)	06/06/2023	Owners Representative Services - Water Plant Proj	25,113.50
			Vendor 7416 - BG CONSULTANTS, INC Total:	25,113.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12165 - BLUE CARDINAL CHEMICAL LLC				
BLUE CARDINAL CHEMICAL LLC	8535	06/06/2023	DEGREASER FOR LIFT STATIONS	424.59
BLUE CARDINAL CHEMICAL LLC	8625	06/06/2023	LIFT STATION CLEANER	557.49
Vendor 12165 - BLUE CARDINAL CHEMICAL LLC Total:				982.08
Vendor: 11775 - BLUE CROSS BLUE SHIELD OF KANSAS CITY				
BLUE CROSS BLUE SHIELD OF K...	CBKS-22-4741	06/06/2023	AMBULANCE PATIENT ACCT: CBKS-22-474:1 REFUND	856.89
Vendor 11775 - BLUE CROSS BLUE SHIELD OF KANSAS CITY Total:				856.89
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
BOARD OF PUBLIC UTILITIES AT...	0002852	06/06/2023	WATER USAGE 4/3/23 - 5/3/23	45,276.58
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				45,276.58
Vendor: 0121 - BONNER SPGS LIBRARY				
BONNER SPGS LIBRARY	0002858	06/06/2023	JO CO TAX DISTRIBUTION	10,687.78
BONNER SPGS LIBRARY	0002858	06/06/2023	WY CO TAX DISTRIBUTION	158,786.80
Vendor 0121 - BONNER SPGS LIBRARY Total:				169,474.58
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPAIR...	23863	06/06/2023	OIL/FILTER CHANGE/TIRE ROTATION	88.12
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:				88.12
Vendor: 0192 - C&B EQUIPMENT MIDWEST INC.				
C&B EQUIPMENT MIDWEST INC.	15141-00	06/06/2023	MAINTENANCE ON WWTP BELT PRESS	230.00
C&B EQUIPMENT MIDWEST INC.	15156-00	06/06/2023	MAINTENANCE ON CLARIFIER - WWTP	750.00
Vendor 0192 - C&B EQUIPMENT MIDWEST INC. Total:				980.00
Vendor: 11860 - CANTEEN REFRESHMENT SERVICES				
CANTEEN REFRESHMENT SERVI...	MCI22314	06/06/2023	COFFEE/SUGAR/CREAMER	114.78
CANTEEN REFRESHMENT SERVI...	MCI22314	06/06/2023	COFFEE/SUGAR/CREAMER	114.78
Vendor 11860 - CANTEEN REFRESHMENT SERVICES Total:				229.56
Vendor: 11659 - CAPITAL ONE/WALMART COMMUNITY CARD				
CAPITAL ONE/WALMART COM...	0002873	06/06/2023	WATER	53.60
CAPITAL ONE/WALMART COM...	0002874	06/06/2023	BUILDING SUPPLIES	11.32
CAPITAL ONE/WALMART COM...	0002875	06/06/2023	FLEET SUPPLIES - GUN RACK	4.98
CAPITAL ONE/WALMART COM...	0002876	06/06/2023	CLIPBOARDS/BINDERS	15.20
Vendor 11659 - CAPITAL ONE/WALMART COMMUNITY CARD Total:				85.10
Vendor: 12290 - CARRIE GARDNER				
CARRIE GARDNER	51599051	06/06/2023	REFUND SWIM LESSON - BOWEN GARDNER	52.00
Vendor 12290 - CARRIE GARDNER Total:				52.00
Vendor: 0204 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE				
CHAMBER OF COMMERCE BON...	974	06/06/2023	CHAMBER LUNCHES JAN - MAY 2023	30.00
CHAMBER OF COMMERCE BON...	974	06/06/2023	CHAMBER LUNCHES JAN - MAY 2023	105.00
CHAMBER OF COMMERCE BON...	974	06/06/2023	CHAMBER LUNCHES JAN - MAY 2023	60.00
Vendor 0204 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE Total:				195.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC				
CHARTER COMMUNICATIONS HO...	0097893051423	06/06/2023	STATION INTERNET SERVICES 5/14/23 - 6/13/23	271.78
CHARTER COMMUNICATIONS HO...	0100622031723	06/06/2023	PD INTERNET 3/17/23 - 4/16/23	329.98
CHARTER COMMUNICATIONS HO...	0100622051723	06/06/2023	PD INTERNET 5/17/23 - 6/16/23	329.98
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				931.74
Vendor: 12289 - CHRISTINA WALKER				
CHRISTINA WALKER	51893715	06/06/2023	REFUND SUMMER BALL BREXSTEN WALKER	-10.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CHRISTINA WALKER	51893715	06/06/2023	REFUND SUMMER BALL BREXSTEN WALKER	80.00
Vendor 12289 - CHRISTINA WALKER Total:				70.00
Vendor: 11655 - CINTAS FIRE 636525				
CINTAS FIRE 636525	0F58680915	06/06/2023	SERVICE FIRE EXTINGUISHERS - S PARK AND LIONS PARK	230.72
Vendor 11655 - CINTAS FIRE 636525 Total:				230.72
Vendor: 10027 - CINTAS				
CINTAS	4156440687	06/06/2023	JANITORIAL BUILDING SUPPLIES	224.67
CINTAS	4156442377	06/06/2023	MATS, SCREENS - CITY HALL	237.20
Vendor 10027 - CINTAS Total:				461.87
Vendor: 2410 - CITY TREASURER KCK				
CITY TREASURER KCK	0002887	06/06/2023	REFUSE/TRASH COLLECTION FOR 2023	33,484.38
Vendor 2410 - CITY TREASURER KCK Total:				33,484.38
Vendor: 11908 - CMRS-FP				
CMRS-FP	0002886	06/06/2023	POSTAGE FOR METER	800.00
Vendor 11908 - CMRS-FP Total:				800.00
Vendor: 7888 - COGENT, INC				
COGENT, INC	5563111	06/06/2023	ROUTINE MAINTENANCE - LS #2 PUMPS	445.00
COGENT, INC	5563975	06/06/2023	SERVICE CALL - LS #2 PUMPS	1,027.50
COGENT, INC	5563976	06/06/2023	SERVICE CALL FOR LS #2 PUMPS	688.00
Vendor 7888 - COGENT, INC Total:				2,160.50
Vendor: 0213 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	572167	06/06/2023	SET OF KEYS VID # 401	22.35
Vendor 0213 - COLEMAN EQUIPMENT INC Total:				22.35
Vendor: 12269 - CONTINENTAL RESEARCH CORPORATION				
CONTINENTAL RESEARCH COR...	0042991	06/06/2023	TEFLON SPRAY	265.61
Vendor 12269 - CONTINENTAL RESEARCH CORPORATION Total:				265.61
Vendor: 11987 - COOL HEAT KC LLC				
COOL HEAT KC LLC	3629	06/06/2023	ACO A/C REPAIR	238.77
COOL HEAT KC LLC	3647	06/06/2023	CLEAN/INSPECT A/C UNIT	129.00
Vendor 11987 - COOL HEAT KC LLC Total:				367.77
Vendor: 0716 - CORE & MAIN LP				
CORE & MAIN LP	S688080	06/06/2023	DIST MAINT REPAIR PARTS	134.88
CORE & MAIN LP	S688315	06/06/2023	REPAIR PARTS FOR WATER PLANT	1,089.51
CORE & MAIN LP	S728245	06/06/2023	DIST MAINT REPAIR PARTS	1,254.86
CORE & MAIN LP	S751948	06/06/2023	REPAIR PARTS FOR WELL #1	1,025.88
CORE & MAIN LP	S752428	06/06/2023	REPAIR PARTS FOR NORTH PARK WATERLINE	276.35
CORE & MAIN LP	S771142	06/06/2023	DIST MAINT REPAIR PARTS	443.88
CORE & MAIN LP	S801532	06/06/2023	DIST MAINT REPAIR PARTS	406.46
CORE & MAIN LP	S801851	06/06/2023	DIST MAINT REPAIR PARTS	1,095.33
CORE & MAIN LP	S807788	06/06/2023	PARTS FOR WELL LINE MAINTENANCE	1,703.84
Vendor 0716 - CORE & MAIN LP Total:				7,430.99
Vendor: 2216 - CROSBY PLUMBING				
CROSBY PLUMBING	33587915	06/06/2023	CCTV DRY WELL LINE AT WWTP	801.00
CROSBY PLUMBING	33636558	06/06/2023	REPLACE SUMP PUMPP IN DRY WELL	3,998.00
CROSBY PLUMBING	33747019	06/06/2023	AUGERED TOLIET/ADA SHOWER/MOP SINK DRAIN	672.00
Vendor 2216 - CROSBY PLUMBING Total:				5,471.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7098 - CTM MEDIA GROUP INC				
CTM MEDIA GROUP INC	INV10-025410	06/06/2023	Brochure Distribution	6,500.00
Vendor 7098 - CTM MEDIA GROUP INC Total:				6,500.00
Vendor: 1739 - CUSTOM WELDING & FABRICATION				
CUSTOM WELDING & FABRICAT...	5-15-23-6500	06/06/2023	FLEET REPAIRS - GUN RACKS	450.00
Vendor 1739 - CUSTOM WELDING & FABRICATION Total:				450.00
Vendor: 12127 - DAYCO PAINTING INC				
DAYCO PAINTING INC	8158-23-1	06/06/2023	Painting and restoration work on the Park Caboose	15,940.00
Vendor 12127 - DAYCO PAINTING INC Total:				15,940.00
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC				
DEFFENBAUGH INDUSTRIES INC...	0018730-4861-3	06/06/2023	SLUDGE HAULING 4/1/23 - 4/15/23	3,569.32
DEFFENBAUGH INDUSTRIES INC...	0018840-4861-0	06/06/2023	SLUDGE HAULING 4/16/23 - 4/30/23	2,989.48
DEFFENBAUGH INDUSTRIES INC...	0018936-4861-6	06/06/2023	SLUDGE HAULING 5/1/23 - 5/15/23	4,265.85
DEFFENBAUGH INDUSTRIES INC...	7097231-4858-7	06/06/2023	PW DUMPSTER SERVICE 4/3/23 & 4/26/23	299.79
DEFFENBAUGH INDUSTRIES INC...	7097231-4858-7	06/06/2023	PW DUMPSTER SERVICE 4/3/23 & 4/26/23	299.79
DEFFENBAUGH INDUSTRIES INC...	7098141-4858-7	06/06/2023	CREDIT WWTP DUMPSTER SERVICE	-1.55
DEFFENBAUGH INDUSTRIES INC...	7132789-4858-1	06/06/2023	COMMUNITY CENTER DUMPSTER SERVICE	743.52
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC Total:				12,166.20
Vendor: 12248 - DRAKE DE LEON				
DRAKE DE LEON	DD052023	06/09/2023	SOCCER OFFICIAL - 3 GAMES	56.00
DRAKE DE LEON	DD052123	06/09/2023	SOCCER OFFICIAL - 4 GAMES	70.00
Vendor 12248 - DRAKE DE LEON Total:				126.00
Vendor: 7360 - DSG EQUIPMENT & SUPPLIES INC				
DSG EQUIPMENT & SUPPLIES I...	3234	06/06/2023	SERVICE/REPAIR POWER WASHER	572.00
Vendor 7360 - DSG EQUIPMENT & SUPPLIES INC Total:				572.00
Vendor: 5567 - ELITE ELECTRIC INC				
ELITE ELECTRIC INC	84383	06/06/2023	GCFI OUTLET REPLACEMENT AT POOL	126.00
Vendor 5567 - ELITE ELECTRIC INC Total:				126.00
Vendor: 7003 - ERIC B PARR				
ERIC B PARR	201	06/06/2023	INSTALL ARCGIS PRO	510.00
Vendor 7003 - ERIC B PARR Total:				510.00
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0002854	06/06/2023	12730 STATE 4/17/23 - 5/16/23	116.99
EVERGY FKA KCP&L	0002855	06/06/2023	949 N 142ND ST 4/17/23 - 5/16/23	20.19
EVERGY FKA KCP&L	0002856	06/06/2023	SIREN 708 S 122ND ST 4/17/23 - 5/16/23	27.49
EVERGY FKA KCP&L	0002857	06/06/2023	SIREN 631 N 126TH ST 4/17/23 - 5/16/23	28.54
Vendor 10964 - EVERGY FKA KCP&L Total:				193.21
Vendor: 4342 - FELDMANS				
FELDMANS	323045	06/06/2023	REPAIR PARTS FOR TANK SPRAYER	37.98
FELDMANS	323046	06/06/2023	HITCHPIN & SAFETY CLIPS	4.87
FELDMANS	323052	06/06/2023	MISC SUPPLIES FOR VID #519/593/528	226.67
FELDMANS	323063	06/06/2023	QUICK LINKS FOR FLOATING PADS	54.46
FELDMANS	323071	06/06/2023	RETURN QUICK LINKS	-41.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FELDMANS	323088	06/06/2023	LAWN SPRAYER/PAINT TRAYS	44.97
FELDMANS	323090	06/06/2023	RATCHET STRAP W/HOOKS	14.99
FELDMANS	323098	06/06/2023	BOLTS FOR WELL FEED LINE	2.65
FELDMANS	323105	06/06/2023	BRIINE TANK PARTS	61.99
Vendor 4342 - FELDMANS Total:				406.61
Vendor: 7225 - FORTILINE, INC FORTILINE WATERWORKS				
FORTILINE, INC FORTILINE WAT...	6047320	06/06/2023	REPAIR PARTS	436.91
FORTILINE, INC FORTILINE WAT...	6049655	06/06/2023	REPAIR PARTS	145.00
Vendor 7225 - FORTILINE, INC FORTILINE WATERWORKS Total:				581.91
Vendor: 11792 - FREESE AND NICHOLS, INC				
FREESE AND NICHOLS, INC	1352916	06/06/2023	Unified Development Ordinance Phases 2 & 3	5,233.00
Vendor 11792 - FREESE AND NICHOLS, INC Total:				5,233.00
Vendor: 12303 - GARY C. CARPENTER AND DIANE CARPENTER				
GARY C. CARPENTER AND DIANE..	0002881	06/06/2023	CARPENTER TCO	5,500.00
Vendor 12303 - GARY C. CARPENTER AND DIANE CARPENTER Total:				5,500.00
Vendor: 11563 - GERKEN RENT-ALL INC				
GERKEN RENT-ALL INC	W10832-9	06/06/2023	SERVICE PARKS MAINT CHAIN SAW	166.74
Vendor 11563 - GERKEN RENT-ALL INC Total:				166.74
Vendor: 10924 - GO CAR WASH MGMT CORP				
GO CAR WASH MGMT CORP	INV1537	06/06/2023	APRIL CAR WASHES	240.00
Vendor 10924 - GO CAR WASH MGMT CORP Total:				240.00
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	541856	06/06/2023	TREE	89.95
GRASS PAD INC	541956	06/06/2023	TOP SOIL FOR DIST MAINT	22.95
GRASS PAD INC	542013	06/06/2023	TOP SOIL FOR DIST MAINT	91.80
GRASS PAD INC	542043	06/06/2023	FLOWERS FOR PLANTERS	79.75
GRASS PAD INC	542055	06/06/2023	TOP SOIL FOR DIST MAINT	45.90
GRASS PAD INC	542060	06/06/2023	FLOWERS FOR PLANTERS	359.99
GRASS PAD INC	542077	06/06/2023	TOP SOIL FOR DIST MAINT	22.95
GRASS PAD INC	542099	06/06/2023	FLOWERS FOR PLANTERS	129.33
GRASS PAD INC	542100	06/06/2023	FLOWERS FOR PLANTERS	143.10
GRASS PAD INC	542103	06/06/2023	FERTILIZER FOR PLANTERS	77.90
GRASS PAD INC	542104	06/06/2023	FLOWERS FOR PLANTERS	183.86
GRASS PAD INC	542120	06/06/2023	FLOWERS FOR CENTENNIAL PARK	153.65
GRASS PAD INC	542134	06/06/2023	FLOWERS/MULCH FOR CENTENNIAL PARK	62.35
GRASS PAD INC	542142	06/06/2023	MULCH FOR CENTENNIAL PARK	18.45
GRASS PAD INC	542168	06/06/2023	TOP SOIL FOR DIST MAINT	45.90
GRASS PAD INC	542209	06/06/2023	TOP SOIL FOR DIST MAINT	45.90
Vendor 1942 - GRASS PAD INC Total:				1,573.73
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SOCIETY FOR PR...	0323BS	06/06/2023	ANIMAL SHELTER TRANSFERS	735.00
GREAT PLAINS SOCIETY FOR PR...	0423BS	06/06/2023	ANIMAL TRANSFER	485.00
Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:				1,220.00
Vendor: 1532 - GT DISTRIBUTORS				
GT DISTRIBUTORS	UNIV0023414	06/06/2023	UNIFORM ITEMS	155.60
GT DISTRIBUTORS	UNIV0023697	06/06/2023	UNIFORM ITEMS	81.00
Vendor 1532 - GT DISTRIBUTORS Total:				236.60
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC				
GUARDIAN SECURITY SYSTEMS ...	13483663	06/06/2023	ALARM SYSTEM 6/1/23 - 6/30/23	36.38
GUARDIAN SECURITY SYSTEMS ...	13483663	06/06/2023	ALARM SYSTEM 6/1/23 - 6/30/23	79.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
GUARDIAN SECURITY SYSTEMS ...	13483663	06/06/2023	ALARM SYSTEM 6/1/23 - 6/30/23	36.38
Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:				151.94
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
HAYNES EQUIPMENT CO INC	28424E	06/06/2023	NEW GRINDER PUMP FOR WWTP INVENTORY	2,670.00
HAYNES EQUIPMENT CO INC	28425E	06/06/2023	REPLACE GRINDER PUMP FOR 420 TWIST DR	2,670.00
HAYNES EQUIPMENT CO INC	28467E	06/06/2023	REPLACE GRINDER PUMP FOR 13743 LAWRENCE AVE	2,730.00
Vendor 4275 - HAYNES EQUIPMENT CO INC Total:				8,070.00
Vendor: 0821 - HOLLIDAY SAND AND GRAVEL CO				
HOLLIDAY SAND AND GRAVEL ...	1500485757	06/06/2023	GRAVEL FOR DIST MAINT	820.41
HOLLIDAY SAND AND GRAVEL ...	1500485763	06/06/2023	GRAVEL FOR DIST MAINT	139.66
Vendor 0821 - HOLLIDAY SAND AND GRAVEL CO Total:				960.07
Vendor: 7513 - HSA BANK				
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	2,399.84
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	187.50
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	125.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	125.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	250.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	562.50
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	187.50
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	250.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	1,750.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	625.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	250.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	250.00
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	62.50
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	62.50
HSA BANK	0002878	06/09/2023	HEALTH SAVING ACCOUNT FOR 6/9/23	62.50
Vendor 7513 - HSA BANK Total:				7,149.84
Vendor: 7720 - IBEC, LLC				
IBEC, LLC	7755319	06/06/2023	SECURITY ALARM MONITORING 6/1/23 - 6/30/23	60.00
Vendor 7720 - IBEC, LLC Total:				60.00
Vendor: 11590 - IMAGEQUEST INC.				
IMAGEQUEST INC.	IN4457023	06/06/2023	QTRLY COPIER OVERAGE CHARGE 2/18/23 - 5/17/23	112.95
IMAGEQUEST INC.	IN4457023	06/06/2023	QTRLY COPIER OVERAGE CHARGE 2/18/23 - 5/17/23	112.95
Vendor 11590 - IMAGEQUEST INC. Total:				225.90
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TECH...	R730-BK1-0423	06/06/2023	INSPECTION/PLAN REVIEW FEES FOR APRIL 2023	8,915.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				8,915.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12294 - JEFFREY CORDILL				
JEFFREY CORDILL	0523145	06/06/2023	2510 PUMP SERVICING	4,153.36
Vendor 12294 - JEFFREY CORDILL Total:				4,153.36
Vendor: 12158 - JESSICA BROCK				
JESSICA BROCK	51706909	06/06/2023	REFUND SUMMER BALL - RICHARD BROCK	50.00
JESSICA BROCK	51706909	06/06/2023	SUMMER BALL - RICHARD BROCK COST OF UNIFORM	-22.50
Vendor 12158 - JESSICA BROCK Total:				27.50
Vendor: 0359 - JIMS LOCK & SAFE SERVICE				
JIMS LOCK & SAFE SERVICE	114926	06/06/2023	REPLACE BROKEN ENTRY LEVER	375.00
Vendor 0359 - JIMS LOCK & SAFE SERVICE Total:				375.00
Vendor: 12304 - JOHN F. EICKHOFF AND MICHELLE EICKHOFF				
JOHN F. EICKHOFF AND MICHEL...	0002882	06/06/2023	EICKHOFF TCO	13,750.00
Vendor 12304 - JOHN F. EICKHOFF AND MICHELLE EICKHOFF Total:				13,750.00
Vendor: 11951 - JON DAVID HILL				
JON DAVID HILL	DH053023	06/09/2023	SUMMER BALL OFFICIAL - 3 GAMES	95.00
Vendor 11951 - JON DAVID HILL Total:				95.00
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT				
KANSAS ONE-CALL SYSTEM, INC...	3050168	06/06/2023	MAY LOCATES (242)	290.40
Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT Total:				290.40
Vendor: 12293 - KARA REED				
KARA REED	48220905	06/06/2023	REFUND DEPOSIT FOR SR/COUNCIL CHAMBER ON 5/20/23	100.00
Vendor 12293 - KARA REED Total:				100.00
Vendor: 11717 - KASSIE WATSON				
KASSIE WATSON	53273094	06/06/2023	REFUND SWIM TEAM - TALON & MCKENNA	180.00
Vendor 11717 - KASSIE WATSON Total:				180.00
Vendor: 12258 - KAYLEE YATES				
KAYLEE YATES	51767724	05/02/2023	REFUND - GIRLS SOFTBALL	70.00
KAYLEE YATES	53429039	06/06/2023	REFUND COREC SOFTBALL	350.00
Vendor 12258 - KAYLEE YATES Total:				420.00
Vendor: 10555 - KBI LAB				
KBI LAB	20-9338	06/06/2023	LAB FEE - DEVIN HIGGINBOTHAM	400.00
Vendor 10555 - KBI LAB Total:				400.00
Vendor: 12292 - KIMBERLY HODNETT				
KIMBERLY HODNETT	50791067	06/06/2023	REFUND DEPOSIT FOR GYNASIUM ON 5/20/2023	250.00
Vendor 12292 - KIMBERLY HODNETT Total:				250.00
Vendor: 3516 - KUTAK ROCK LLP				
KUTAK ROCK LLP	3154872	06/06/2023	LEGAL SERVICES FOR SANDSTONE RHID	1,035.63
KUTAK ROCK LLP	3222689	06/06/2023	LEGAL SERVICES FOR NETTLETON SEVEN ASSOC	1,344.60
Vendor 3516 - KUTAK ROCK LLP Total:				2,380.23
Vendor: 3003 - LAKE OF THE FOREST INC				
LAKE OF THE FOREST INC	0002888	06/06/2023	LAKE OF THE FOREST-REFUSE PAYMENT	247.00
Vendor 3003 - LAKE OF THE FOREST INC Total:				247.00
Vendor: 8048 - LAYNE CHRISTENSEN COMPANY				
LAYNE CHRISTENSEN COMPANY	2471227	06/06/2023	Water Well No. 1 Chemical cleaning	16,266.00
Vendor 8048 - LAYNE CHRISTENSEN COMPANY Total:				16,266.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11619 - LESLIE LLOYD HAROLD				
LESLIE LLOYD HAROLD	1791	06/06/2023	TROUBLESHOOT SCADA	250.00
Vendor 11619 - LESLIE LLOYD HAROLD Total:				250.00
Vendor: 12298 - LETTS VANKIRK & ASSOCIATES				
LETT'S VANKIRK & ASSOCIATES	43732	06/06/2023	SPARE SUMP PUMO FOR WWTP STATION PIT	1,061.31
Vendor 12298 - LETTS VANKIRK & ASSOCIATES Total:				1,061.31
Vendor: 12266 - LOGAN CONTRACTORS SUPPLY, INC				
LOGAN CONTRACTORS SUPPLY, ...	B69849	06/06/2023	PORTABLE SUMP PUMP	3,466.50
Vendor 12266 - LOGAN CONTRACTORS SUPPLY, INC Total:				3,466.50
Vendor: 12295 - LOVIEASHA DAWN-BRYANT				
LOVIEASHA DAWN-BRYANT	0002860	06/06/2023	BOND REFUND - PARTIAL	13.00
Vendor 12295 - LOVIEASHA DAWN-BRYANT Total:				13.00
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	04089	06/06/2023	PVC GLUE/PARTS FOR IRRIGATION LINE	22.11
LOWE'S CREDIT SERVICES	04098	06/06/2023	ELECTRICAL SUPPLIES FOR CEMETERY BLDG	17.65
LOWE'S CREDIT SERVICES	04346	06/06/2023	STEEL FISH TAPE	75.98
LOWE'S CREDIT SERVICES	04346	06/06/2023	ELECTRICAL SUPPLIES FOR CEMETERY BLDG	49.14
LOWE'S CREDIT SERVICES	04718	06/06/2023	TEST PLUG	10.74
LOWE'S CREDIT SERVICES	04844	06/06/2023	WATER GARDEN PUMP/ALGAECIDE/PAD LOCKS	272.03
LOWE'S CREDIT SERVICES	24601	06/06/2023	SINK FOR PW SHOP	130.51
LOWE'S CREDIT SERVICES	24601	06/06/2023	DOOR KNOBS/KEYS FOR CEMETERY BLDG	80.22
LOWE'S CREDIT SERVICES	71221	06/06/2023	BLACK PAINT/SCREWDRIVER/CONNECT OR FOR LINE BREAK	20.84
Vendor 1836 - LOWE'S CREDIT SERVICES Total:				679.22
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0002879	06/09/2023	PAYROLL FOR 6/9/23	865.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				865.00
Vendor: 12301 - MATTHEW GURLEY AND DANYELE GURLEY				
MATTHEW GURLEY AND DANYE...	0002877	06/06/2023	RIGHT-OF-WAY AND/OR EASEMENTS FOR 2050 S 138TH ST	6,350.00
Vendor 12301 - MATTHEW GURLEY AND DANYELE GURLEY Total:				6,350.00
Vendor: 7587 - MCANANY OIL CO., INC.				
MCANANY OIL CO., INC.	11311	06/06/2023	DIESEL FOR FUEL TANKS	4,064.57
Vendor 7587 - MCANANY OIL CO., INC. Total:				4,064.57
Vendor: 7347 - MCGUIRE ELECTRIC, LLC				
MCGUIRE ELECTRIC, LLC	4484	06/06/2023	ELECTRICAL WIRING FOR BRINE SKID	170.00
MCGUIRE ELECTRIC, LLC	4617	06/06/2023	ELECTRICAL WIRING FOR LS #2 GENERATOR	3,814.49
Vendor 7347 - MCGUIRE ELECTRIC, LLC Total:				3,984.49
Vendor: 12297 - MEDICAID KANSAS				
MEDICAID KANSAS	0002862	06/06/2023	AMBULANCE PATIENT ACCT: CBKS-2023-0071:1 REFUND	17.42
Vendor 12297 - MEDICAID KANSAS Total:				17.42
Vendor: 7774 - METRO AIR CONDITIONING CO				
METRO AIR CONDITIONING CO	644566	06/06/2023	HVAC SERVICE	3,157.00
METRO AIR CONDITIONING CO	644704	06/06/2023	HVAC SERVICE	390.00
Vendor 7774 - METRO AIR CONDITIONING CO Total:				3,547.00
Vendor: 7764 - MICHAEL J. DANIELS				
MICHAEL J. DANIELS	MD052023	06/09/2023	SOCCER OFFICIAL - 5 GAMES	84.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MICHAEL J. DANIELS	MD052123	06/09/2023	SOCCER OFFICIAL - 5 GAMES	92.00
MICHAEL J. DANIELS	MD053023	06/09/2023	SUMMER BALL OFFICIAL - 3 GAMES	100.00
Vendor 7764 - MICHAEL J. DANIELS Total:				276.00
Vendor: 2835 - MID AMERICAN SIGNAL INC				
MID AMERICAN SIGNAL INC	23-308	06/06/2023	YELLOW BLUBS FOR TRAFFIC SIGNALS	165.00
Vendor 2835 - MID AMERICAN SIGNAL INC Total:				165.00
Vendor: 3759 - MIDWEST BUS SALES INC				
MIDWEST BUS SALES INC	R01002612201	06/06/2023	OIL CHANGE/BRAKE PADS & ROTORS/FIX SEAT BELT	1,309.79
Vendor 3759 - MIDWEST BUS SALES INC Total:				1,309.79
Vendor: 8001 - MIDWEST PUBLIC RISK				
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	1,530.00
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	11,322.38
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	998.74
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	134.40
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	4,466.45
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	1,336.20
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	1,317.20
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	6,717.35
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	10,242.28
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	2,720.00
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	24,694.01
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	6,898.33
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	5,279.10
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	5,279.10
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	698.60
MIDWEST PUBLIC RISK	JUNE 2023	06/06/2023	JUNE HEALTH, DENTAL & VISION INSURANCE	4,733.26
Vendor 8001 - MIDWEST PUBLIC RISK Total:				90,336.00
Vendor: 4276 - MOTOROLA SOLUTIONS INC.				
MOTOROLA SOLUTIONS INC.	8281612498	06/06/2023	Radio Batteries	1,273.80
Vendor 4276 - MOTOROLA SOLUTIONS INC. Total:				1,273.80
Vendor: 7935 - NANCY L. GOSS				
NANCY L. GOSS	0002869	06/06/2023	QUARTELY PEST CONTROL	62.50
NANCY L. GOSS	0002869	06/06/2023	QUARTELY PEST CONTROL	62.50
NANCY L. GOSS	0002870	06/06/2023	QUARTERLY PEST CONTROL	88.00
NANCY L. GOSS	0002871	06/06/2023	SPRAY FOR BAG WORMS AT LS #1	150.00
Vendor 7935 - NANCY L. GOSS Total:				363.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARKET...	A019753	06/06/2023	JUNE BENEFITS DIRECT INSURANCE	1,235.95
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				1,235.95
Vendor: 12192 - NEW CONCEPT BONNER LLC				
NEW CONCEPT BONNER LLC	1676	06/06/2023	VEHICLE SERVICE STAFF CAR	3,670.83
NEW CONCEPT BONNER LLC	1820	06/06/2023	UNIT 52	1,968.79
Vendor 12192 - NEW CONCEPT BONNER LLC Total:				5,639.62
Vendor: 5050 - NORTHERN SAFETY CO INC				
NORTHERN SAFETY CO INC	905487137	06/06/2023	SAFETY VESTS/EAR PLUGS	53.77
NORTHERN SAFETY CO INC	905488754	06/06/2023	SAFETY VESTS	127.47
Vendor 5050 - NORTHERN SAFETY CO INC Total:				181.24
Vendor: 10955 - OFFICE OF ACCOUNTS AND REPORTS MUNICIPAL SERVICES SECTION				
OFFICE OF ACCOUNTS AND RE...	0002868	06/06/2023	2022 AUDIT FILING FEE	175.00
Vendor 10955 - OFFICE OF ACCOUNTS AND REPORTS MUNICIPAL SERVICES SECTION Total:				175.00
Vendor: 0947 - O'REILLY AUTO STORES INC				
O'REILLY AUTO STORES INC	0264-210348	06/06/2023	VEHICLE BATTERY	115.91
O'REILLY AUTO STORES INC	0264-214716	06/06/2023	PW SHOP SUPPLIES	7.49
O'REILLY AUTO STORES INC	0264-220668	06/06/2023	WIPER FLUID	19.74
O'REILLY AUTO STORES INC	0264-223263	06/06/2023	OIL/TREAD PROTECTANT FOR AIR COMPRESSOR	7.98
O'REILLY AUTO STORES INC	0264-225349	06/06/2023	OIL FOR TANK SPRAYER	21.87
O'REILLY AUTO STORES INC	0264-225468	06/06/2023	THREAD PROTECTANT	21.98
O'REILLY AUTO STORES INC	0264-227718	06/06/2023	SIDE MIRROR FOR VID # 484	131.33
O'REILLY AUTO STORES INC	0264-227852	06/06/2023	BATTERY FOR VID # 511	95.49
O'REILLY AUTO STORES INC	0264-227855	06/06/2023	RETURN SIDE MIRROR FOR VID # 484	-131.33
O'REILLY AUTO STORES INC	0264-227856	06/06/2023	SIDE MIRROR FOR VID #484	120.21
O'REILLY AUTO STORES INC	0264-227887	06/06/2023	EXCHANGED SIDE MIRROR FOR VID # 484	16.78
O'REILLY AUTO STORES INC	0264-228423	06/06/2023	HARDWARE FOR GRASSHOPPER MOWER	9.28
O'REILLY AUTO STORES INC	0264-229150	06/06/2023	WIPER FLUID	39.48
O'REILLY AUTO STORES INC	0264-230993	06/06/2023	WRENCH	16.99
O'REILLY AUTO STORES INC	0264-231604	06/06/2023	UNIT 67	67.90
O'REILLY AUTO STORES INC	0264-232745	06/06/2023	DIESEL EXHAUST FLUID FOR VID #528	35.98
Vendor 0947 - O'REILLY AUTO STORES INC Total:				597.08
Vendor: 11894 - ORRICK & ERSKINE, LLP				
ORRICK & ERSKINE, LLP	0002865	06/06/2023	LS #2 LEGAL SERVICES	536.25
ORRICK & ERSKINE, LLP	0002866	06/06/2023	K32 HWY WATER MAIN TO LAKE FOREST LEGAL SERVICES	575.25
ORRICK & ERSKINE, LLP	0002867	06/06/2023	ORRICK ATTORNEY FEES	1,521.00
Vendor 11894 - ORRICK & ERSKINE, LLP Total:				2,632.50
Vendor: 11769 - OTTAWA BUS SERVICE, INC.				
OTTAWA BUS SERVICE, INC.	38073T	06/06/2023	ALL ABOARD FOR IOWA TRIP	3,000.00
Vendor 11769 - OTTAWA BUS SERVICE, INC. Total:				3,000.00
Vendor: 8124 - OUTDOOR HOME SERVICES HOLDINGS, LLC				
OUTDOOR HOME SERVICES HO...	1272786971	06/06/2023	WEED CONTROL FOR ALL PARKS AND WALKING TRAILS	3,497.57
OUTDOOR HOME SERVICES HO...	6562266977	06/06/2023	WEED CONTROL AT CEMETERY	2,409.00
OUTDOOR HOME SERVICES HO...	6562266980	06/06/2023	WEED CONTROL FOR FIRE DEPT	80.00
OUTDOOR HOME SERVICES HO...	6562333979	06/06/2023	WEED CONTROL AT CITY HALL	165.00
Vendor 8124 - OUTDOOR HOME SERVICES HOLDINGS, LLC Total:				6,151.57
Vendor: 6006 - OVERHEAD DOOR COMPANY OF KC DIVISION OF DH PACE CO INC				
OVERHEAD DOOR COMPANY OF..	SVC/262-926496	06/06/2023	REPAIR MAIN ROLL UP DOOR AT POOL	764.75
Vendor 6006 - OVERHEAD DOOR COMPANY OF KC DIVISION OF DH PACE CO INC Total:				764.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 2955 - P.B. HOIDALE CO. INC				
P.B. HOIDALE CO. INC	1138091	06/06/2023	MAY 2023 FUEL TANK INSPECTION	224.50
Vendor 2955 - P.B. HOIDALE CO. INC Total:				224.50
Vendor: 3393 - PACE ANALYTICAL				
PACE ANALYTICAL	2360183741	06/06/2023	MONTHLY WWTP SAMPLES	503.00
Vendor 3393 - PACE ANALYTICAL Total:				503.00
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	517952	06/06/2023	SECT 2 MAY UTIL BILLS (986/948)	566.86
PEREGRINE CORPORATION	519849	06/06/2023	SECT 5 MAY BILLS (684/652)	376.64
Vendor 11541 - PEREGRINE CORPORATION Total:				943.50
Vendor: 3531 - PERRY & TRENT LLC				
PERRY & TRENT LLC	03513	06/06/2023	PROSECUTOR SVCS 4/1/23 - 4/30/23	6,594.00
PERRY & TRENT LLC	03514	06/06/2023	LEGAL PROFESSIONAL SERVICES 4/1/23 - 4/31/23	312.00
Vendor 3531 - PERRY & TRENT LLC Total:				6,906.00
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	INV0011734	06/06/2023	NEW PC SET UPF OR MCCULLOUGH AND OCHOA	1,000.00
PI MANAGED SERVICES LLC	INV0011735	06/06/2023	BACK UP CHECKS	468.75
PI MANAGED SERVICES LLC	INV0011955	06/06/2023	MIMECAST SUPPORT	125.00
PI MANAGED SERVICES LLC	INV0012477	06/06/2023	FILE RESTORE	281.25
PI MANAGED SERVICES LLC	INV0012479	06/06/2023	MIMECAST SUPPORT	93.75
PI MANAGED SERVICES LLC	INV0012556	06/06/2023	MIMECAST SUPPORT	125.00
PI MANAGED SERVICES LLC	INV0012558	06/06/2023	MIMECAST SU[[PRT	125.00
PI MANAGED SERVICES LLC	INV0012571	06/06/2023	RUCKUS WIRLESS CLOUD BUNDLE	2,875.00
PI MANAGED SERVICES LLC	INV0012647	06/06/2023	INCODE SUPPORT	250.00
PI MANAGED SERVICES LLC	INV0012968	06/06/2023	FILE RESTORE	62.50
PI MANAGED SERVICES LLC	INV0013060	06/06/2023	NEW USER SETUP	125.00
PI MANAGED SERVICES LLC	INV0013218	06/06/2023	BACKUP CHECKS	468.75
PI MANAGED SERVICES LLC	INV0014031	06/06/2023	SET UP NEW EMPLOYEE LOGINS/TROUBLESHOOT PC CONNECT	62.50
PI MANAGED SERVICES LLC	INV0014031	06/06/2023	SET UP NEW EMPLOYEE LOGINS/TROUBLESHOOT PC CONNECT	62.50
PI MANAGED SERVICES LLC	INV0014446	06/06/2023	PMI UPGRADE	62.50
PI MANAGED SERVICES LLC	INV0014472	06/06/2023	HANEY COMPUTER FIX	125.00
Vendor 11867 - PI MANAGED SERVICES LLC Total:				6,312.50
Vendor: 0562 - POMP'S TIRE SERVICE, INC				
POMP'S TIRE SERVICE, INC	1250142028	06/06/2023	UNIT 64/67	945.52
POMP'S TIRE SERVICE, INC	1250142757	06/06/2023	UNIT 55	508.40
Vendor 0562 - POMP'S TIRE SERVICE, INC Total:				1,453.92
Vendor: 7022 - POSTMASTER				
POSTMASTER	0002872	06/06/2023	RESTITUTION - SAVANNAH SCHRODER	50.00
Vendor 7022 - POSTMASTER Total:				50.00
Vendor: 0646 - PUSHWATER ENTERPRISES INC				
PUSHWATER ENTERPRISES INC	20954	06/06/2023	VINYL LETTER FOR POOL	80.00
Vendor 0646 - PUSHWATER ENTERPRISES INC Total:				80.00
Vendor: 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE				
QUALITY SPEAKS, LLC DBA BRO...	7237336	06/06/2023	PD PHONE SERVICE 5/27/23 - 6/27/23	75.80
Vendor 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE Total:				75.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 5302 - R. E. PEDROTTI CO INC				
R. E. PEDROTTI CO INC	14517	06/06/2023	REPAIR INFLUENT PUMP STATION AUTO CONTROL	477.40
Vendor 5302 - R. E. PEDROTTI CO INC Total:				477.40
Vendor: 12302 - RANDOLPH B. MEANS				
RANDOLPH B. MEANS	1370	06/06/2023	LEADERSHIP BOOK (STARS TO STRIPES)	49.95
Vendor 12302 - RANDOLPH B. MEANS Total:				49.95
Vendor: 8031 - REDDI SERVICES INC				
REDDI SERVICES INC	188930358	06/06/2023	ACO DRAIN REPAIR	164.00
Vendor 8031 - REDDI SERVICES INC Total:				164.00
Vendor: 10641 - REDISHRED KANSAS INC PROSHRED SECURITY				
REDISHRED KANSAS INC PROSH...	1177207	06/06/2023	SHREDDING SERVICES AT PD	56.68
Vendor 10641 - REDISHRED KANSAS INC PROSHRED SECURITY Total:				56.68
Vendor: 12299 - ROBERT GREEN				
ROBERT GREEN	52707594	06/06/2023	CANCELLED NORTH PARK RESERVATION	60.00
ROBERT GREEN	52707594	06/06/2023	CANCELLED RESERVATION PROCESSING FEE	-10.00
Vendor 12299 - ROBERT GREEN Total:				50.00
Vendor: 7591 - ROMAINE ELECTRIC				
ROMAINE ELECTRIC	11-218467	06/06/2023	FIRE TRUCK ALTERNATOR 2510	463.60
ROMAINE ELECTRIC	6-164618	06/06/2023	FIRE TRUCK ALTERNATOR 2510	3,047.14
Vendor 7591 - ROMAINE ELECTRIC Total:				3,510.74
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	106963	06/06/2023	UNIT 68 OIL CHANGE	69.95
RONALD TILDEN	107038	06/06/2023	UNIT 70 TIRE ROTATION W/OIL CHANGE	84.90
RONALD TILDEN	107069	06/06/2023	#110 OIL CHANGE	61.95
RONALD TILDEN	107103	06/06/2023	UNIT 67 OIL CHANGE	69.95
RONALD TILDEN	107117	06/06/2023	UNIT 54 OIL CHANGE W/TIRE ROTATION	84.90
RONALD TILDEN	107141	06/06/2023	UNIT 55 OIL CHANGE/TIRE BALANCE	182.15
Vendor 11773 - RONALD TILDEN Total:				553.80
Vendor: 10388 - SALTUS TECHNOLOGIES, LLC				
SALTUS TECHNOLOGIES, LLC	2305-64	06/06/2023	CUSTOM CONFIGURATION SERVICE	750.00
Vendor 10388 - SALTUS TECHNOLOGIES, LLC Total:				750.00
Vendor: 6010 - SCHUETZ CONSTRUCTION				
SCHUETZ CONSTRUCTION	4583	06/06/2023	INSTALL AERATOR	2,952.00
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				2,952.00
Vendor: 10242 - SHEAR COLOR PRINTING, INC				
SHEAR COLOR PRINTING, INC	74024	06/06/2023	BONNER SPRINGS BROCHURE PRINTING	1,324.00
Vendor 10242 - SHEAR COLOR PRINTING, INC Total:				1,324.00
Vendor: 12300 - SIERRA SPURLOCK				
SIERRA SPURLOCK	52841914	06/06/2023	REFUND DEPOSIT ON SOUTH PARK	150.00
Vendor 12300 - SIERRA SPURLOCK Total:				150.00
Vendor: 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC				
SITEONE LANDSCAPE SUPPLY H...	129714850-001	06/06/2023	QUICK COUPLERS FOR IRRIGATION SYSTEM BLOW OUT PTS	715.37
SITEONE LANDSCAPE SUPPLY H...	129966805-001	06/06/2023	REPLACEMENT IRRIGATION HEADS	32.88
Vendor 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC Total:				748.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11869 - SOUTHWEST ANSWERING SERVICE INC				
SOUTHWEST ANSWERING SERV...	287105192023	06/06/2023	AFTER HOURS ANSWERING SERVICE 4/21/23 - 5/18/23	116.00
Vendor 11869 - SOUTHWEST ANSWERING SERVICE INC Total:				116.00
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE				
STAPLES CONTRACT & COMME...	8070338706	06/06/2023	AA BATTERIES	37.79
STAPLES CONTRACT & COMME...	8070338706	06/06/2023	AAA BATTERIES	16.84
STAPLES CONTRACT & COMME...	8070338706	06/06/2023	BROTHER TONER CARTRIDGE	111.92
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE Total:				166.55
Vendor: 11823 - STATE TRACTOR & EQUIPMENT CO, INC				
STATE TRACTOR & EQUIPMENT...	15532K	06/06/2023	REPAIR TRUCK BED HYDRAULICS	564.70
Vendor 11823 - STATE TRACTOR & EQUIPMENT CO, INC Total:				564.70
Vendor: 11621 - TALIA ROSA PEREZ				
TALIA ROSA PEREZ	TP052023	06/09/2023	SOCCER OFFICIAL - 3 GAMES	56.00
Vendor 11621 - TALIA ROSA PEREZ Total:				56.00
Vendor: 10110 - TARGETSOLUTIONS LEARNING LLC				
TARGETSOLUTIONS LEARNING L...	INV72507	06/06/2023	TRAINING SOFTWARE	2,335.00
Vendor 10110 - TARGETSOLUTIONS LEARNING LLC Total:				2,335.00
Vendor: 11572 - TELEFLEX LLC				
TELEFLEX LLC	9506933442	06/06/2023	MED SUPPLIES (IO)	610.50
Vendor 11572 - TELEFLEX LLC Total:				610.50
Vendor: 10854 - THE JATH GROUP, INC				
THE JATH GROUP, INC	72590	06/06/2023	JANITORIAL CLEANING AT NORTH PARK SOCCER RESTROOMS	280.00
THE JATH GROUP, INC	73473	06/06/2023	JANITORIAL CLEANING AT NORTH PARK SOCCER FIELD	280.00
THE JATH GROUP, INC	74083	06/06/2023	STRIP & WAX PW BLDG FLOORS	540.00
THE JATH GROUP, INC	74352	06/06/2023	CITY HALL JANITORIAL SERVICES 6/1/23 - 6/30/23	1,870.00
THE JATH GROUP, INC	74353	06/06/2023	COMM CENTER JANITORIAL SERVICES 6/1/23 - 6/30/23	1,480.00
THE JATH GROUP, INC	74354	06/06/2023	JANITORIAL CLEANING FOR LIONS PARK	660.00
THE JATH GROUP, INC	74355	06/06/2023	JANITORIAL CLEANING AT NORTH PARK SOCCER FIELD	280.00
THE JATH GROUP, INC	74356	06/06/2023	JANITORIAL CLEANING 6/1/23 - 6/30/23	148.34
THE JATH GROUP, INC	74356	06/06/2023	JANITORIAL CLEANING 6/1/23 - 6/30/23	148.33
THE JATH GROUP, INC	74356	06/06/2023	JANITORIAL CLEANING 6/1/23 - 6/30/23	148.33
THE JATH GROUP, INC	74357	06/06/2023	PD JANITORIAL SERVICES 6/1/23 - 6/30/23	1,195.00
THE JATH GROUP, INC	S-12750	06/06/2023	JANITORIAL SUPPLIES FOR NORTH PARK SOCCER RESTROOM	141.32
THE JATH GROUP, INC	S-12761	06/06/2023	JANITORIAL SUPPLIES	283.68
THE JATH GROUP, INC	S-12761	06/06/2023	JANITORIAL SUPPLIES	283.67
THE JATH GROUP, INC	S-12761	06/06/2023	JANITORIAL SUPPLIES	283.68
THE JATH GROUP, INC	S-12908	06/06/2023	JANITORIAL SUPPLIES FOR COMMUNITY CENTER	54.83
THE JATH GROUP, INC	S-12909	06/06/2023	JANITORIAL SUPPLIES FOR CITY HALL	173.70
THE JATH GROUP, INC	S-12910	06/06/2023	JANITORIAL SUPPLIES FOR PD	63.90
Vendor 10854 - THE JATH GROUP, INC Total:				8,314.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6802 - TOTAL ELECTRIC CONTRACTORS INC				
TOTAL ELECTRIC CONTRACTORS ..12956		06/06/2023	REPAIR TRAFFIC SIGNAL AT K7 & CANAAN	1,101.67
TOTAL ELECTRIC CONTRACTORS ..12974		06/06/2023	REPAIR TRAFFIC SIGNAL AT K7 & 130TH ST	111.50
TOTAL ELECTRIC CONTRACTORS ..12975		06/06/2023	REPAIR TRAFFIC SIGNAL AT K7 & 130TH	288.00
Vendor 6802 - TOTAL ELECTRIC CONTRACTORS INC Total:				1,501.17
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINANCE 502311954		06/06/2023	COPIER RENTAL 5/17/23 - 6/17/23	129.80
U.S. BANK EQUIPMENT FINANCE 502311954		06/06/2023	COPIER RENTAL 5/17/23 - 6/17/23	129.81
U.S. BANK EQUIPMENT FINANCE 502553985		06/06/2023	PD PRINTER LEASE 5/20/23 - 6/20/23	277.40
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				537.01
Vendor: 5824 - ULINE, INC.				
ULINE, INC.	163894923	06/06/2023	PRESSURE SPRAYERS/DRUM PAIL PUMPS	246.02
Vendor 5824 - ULINE, INC. Total:				246.02
Vendor: 3736 - UNIFIED TREASURER				
UNIFIED TREASURER	APRIL 2023	06/06/2023	APRIL 2023 WYCO JAIL HOUSING	4,287.50
Vendor 3736 - UNIFIED TREASURER Total:				4,287.50
Vendor: 6819 - UNIFIRST CORPORATION				
UNIFIRST CORPORATION	3281036676	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	13.87
UNIFIRST CORPORATION	3281036676	06/06/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281036676	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	13.88
UNIFIRST CORPORATION	3281036676	06/06/2023	UNIFORM RENTALS	49.28
UNIFIRST CORPORATION	3281039334	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES	74.97
UNIFIRST CORPORATION	3281039335	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	13.87
UNIFIRST CORPORATION	3281039335	06/06/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281039335	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	13.88
UNIFIRST CORPORATION	3281039335	06/06/2023	UNIFORM RENTALS	49.28
UNIFIRST CORPORATION	3281041689	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	13.87
UNIFIRST CORPORATION	3281041689	06/06/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281041689	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	13.88
UNIFIRST CORPORATION	3281041689	06/06/2023	UNIFORM RENTALS	49.28
UNIFIRST CORPORATION	3281044462	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES	74.97
UNIFIRST CORPORATION	3281044463	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	15.47
UNIFIRST CORPORATION	3281044463	06/06/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281044463	06/06/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	15.46
UNIFIRST CORPORATION	3281044463	06/06/2023	UNIFORM RENTALS	49.28
Vendor 6819 - UNIFIRST CORPORATION Total:				716.88
Vendor: 1541 - UNITED LABORATORIES				
UNITED LABORATORIES	INV376199	06/06/2023	LAB SUPPLIES	197.34
Vendor 1541 - UNITED LABORATORIES Total:				197.34
Vendor: 4137 - UNIVERSITY OF KS HOSPITAL AUTH				
UNIVERSITY OF KS HOSPITAL A...	00320121-00	06/06/2023	POST OFFER PHYSICAL - BEADLE	61.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
UNIVERSITY OF KS HOSPITAL A...	00320347-00	06/06/2023	RESPIRATOR PX W/SPIROMETRY - OBRIEN AND RICHICARDS	230.00
UNIVERSITY OF KS HOSPITAL A...	00320956-00	06/06/2023	POST OFFER PX - BARTELS	61.00
Vendor 4137 - UNIVERSITY OF KS HOSPITAL AUTH Total:				352.00
Vendor: 3078 - USA BLUEBOOK				
USA BLUEBOOK	INV00002155	06/06/2023	LOCATE MARKING PAINT/FLAGS	566.80
Vendor 3078 - USA BLUEBOOK Total:				566.80
Vendor: 3088 - VANCE BROTHERS, INC				
VANCE BROTHERS, INC	IC00074657	06/06/2023	ASPHALT TACK AND RAKE	330.90
Vendor 3088 - VANCE BROTHERS, INC Total:				330.90
Vendor: 0915 - VERIZON WIRELESS				
VERIZON WIRELESS	9934495803	06/06/2023	MONTHLY CHG/LIFT STATIONS COMM 4/10/23 - 5/9/23	200.05
Vendor 0915 - VERIZON WIRELESS Total:				200.05
Vendor: 11417 - VLP AN EQUIPMENTSHARE COMPANY				
VLP AN EQUIPMENTSHARE CO...	2763943-000	06/06/2023	CHANGE OIL/FILTERS AND GREASE VID #550	1,524.39
Vendor 11417 - VLP AN EQUIPMENTSHARE COMPANY Total:				1,524.39
Vendor: 0712 - W W GRAINGER				
W W GRAINGER	9690018248	06/06/2023	MOSQUITO LARVIDE TABLETS	36.48
W W GRAINGER	9713039635	06/06/2023	AIR FILTERS	7.76
W W GRAINGER	9713039643	06/06/2023	AIR FILTERS FOR LIONS PARK BLDG	9.78
W W GRAINGER	9713039650	06/06/2023	AIR FILTERS FOR PARKS & REC/COMM. CENTER	138.64
W W GRAINGER	9713039668	06/06/2023	AIR FILTERS FOR WATER OFFICE	3.64
W W GRAINGER	9713039676	06/06/2023	AIR FILTERS FOR LIBRARY	125.09
W W GRAINGER	9713039684	06/06/2023	AIR FILTERS FOR WWTP OFFICE	22.73
W W GRAINGER	9713039692	06/06/2023	AIR FILTERS FOR SOUTH PARK BLDG	10.37
W W GRAINGER	9713039700	06/06/2023	ELECTROLITE/HYDRATION FREEZER POPS	37.84
Vendor 0712 - W W GRAINGER Total:				392.33
Vendor: 7375 - WATCHMEN SECURITY SERVICES				
WATCHMEN SECURITY SERVICES	78352	06/06/2023	JUNE MONTHLY MONITORING - COMMUNITY CENTER	132.97
WATCHMEN SECURITY SERVICES	78590	06/06/2023	JUNE MONTHLY MONITORING - AQUATIC PARK	58.32
Vendor 7375 - WATCHMEN SECURITY SERVICES Total:				191.29
Vendor: 2043 - WEIS FIRE & SAFETY EQUIPMENT				
WEIS FIRE & SAFETY EQUIPMENT	190051	06/06/2023	Ventilator PPV Fan	4,352.00
Vendor 2043 - WEIS FIRE & SAFETY EQUIPMENT Total:				4,352.00
Vendor: 10057 - WESTECH ENGINEERING, INC				
WESTECH ENGINEERING, INC	90980	06/06/2023	GASKETS FOR WTP FILTERS	673.62
Vendor 10057 - WESTECH ENGINEERING, INC Total:				673.62
Vendor: 11618 - WESTERN DIESEL SERVICES INC				
WESTERN DIESEL SERVICES INC	SVI116796	06/06/2023	ANNUAL INSPECTION/LOAD BANK TEST ON WELL FIELD GEN	1,316.00
WESTERN DIESEL SERVICES INC	SVI116797	06/06/2023	ANNUAL INSPECTION/LOAD BANK TEST ON LS#9 GENERATOR	986.00
WESTERN DIESEL SERVICES INC	SVI116926	06/06/2023	ANNUAL INSPECTION/LOAD BANK TEST ON PD GENERATOR	1,114.00
WESTERN DIESEL SERVICES INC	SVI116927	06/06/2023	ANNUAL INSPECTION/LOAD BANK TEST ON FD GENERATOR	822.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WESTERN DIESEL SERVICES INC	SVI116929	06/06/2023	ANNUAL INSPECTION/LOAD BANK TEST ON LS#6 GENERATOR	894.00
Vendor 11618 - WESTERN DIESEL SERVICES INC Total:				5,132.00
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14004992	06/06/2023	FLASHLIGHT FOR VID #520	41.99
WESTLAKE HARDWARE	14004993	06/06/2023	5 GALLON BUCKET AND LID	9.58
WESTLAKE HARDWARE	14004998	06/06/2023	BATTERIES/TOILET PAPER	19.58
WESTLAKE HARDWARE	14005004	06/06/2023	STAPLE GUN AND STAPLES	49.96
WESTLAKE HARDWARE	14005013	06/06/2023	REPLACEMENT PARTS FOR TANK SPRAYER	28.98
WESTLAKE HARDWARE	14005018	06/06/2023	TURN KEY HOSE CLAMP	13.58
WESTLAKE HARDWARE	14005027	06/06/2023	PARTS FOR WASHBOX HOSE	11.16
WESTLAKE HARDWARE	14005029	06/06/2023	PIPE REPLACEMENT BOLTS FOR WTP	173.45
WESTLAKE HARDWARE	14005031	06/06/2023	PLIERS/ADJUSTABLE WRENCH FOR PW SHOP	41.98
WESTLAKE HARDWARE	14005034	06/06/2023	DRILL BITS/RECIPRICAL BLADE/MASON WHEELS FOR #528	101.28
WESTLAKE HARDWARE	14005036	06/06/2023	CAULK FOR NORTH PARK RESTROOMS	6.99
WESTLAKE HARDWARE	14005039	06/06/2023	MISC HARDWARE FOR WTP MAINT	50.55
WESTLAKE HARDWARE	14005054	06/06/2023	ELECTRICAL SUPPLIES FOR CEMETERY SHOP	26.96
WESTLAKE HARDWARE	14005058	06/06/2023	ELECTRICAL SUPPLIES FOR CEMETERY SHOP	7.94
WESTLAKE HARDWARE	14005059	06/06/2023	ELECTRICAL SUPPLIES FOR CEMETERY SHOP	20.29
WESTLAKE HARDWARE	14005061	06/06/2023	ELECTRICAL SUPPLIES FOR CEMETERY SHOP	5.56
WESTLAKE HARDWARE	14005065	06/06/2023	MISC HARDWARE FOR WTP MAINT	21.17
WESTLAKE HARDWARE	14005068	06/06/2023	UTILITY KNIFE/CUTTING WHEELS/CRIMP CUP BRISH # 528	43.00
WESTLAKE HARDWARE	14005069	06/06/2023	MISC HARDWARE/CABLE TIES FOR WTP MAINT	37.87
WESTLAKE HARDWARE	14005082	06/06/2023	CAULK FOR WTP	11.98
WESTLAKE HARDWARE	14005084	06/06/2023	CLEANING SUPPLIES FOR WTP	85.55
WESTLAKE HARDWARE	14005087	06/06/2023	MISC HARDWARE FOR WTP MAINT	7.59
WESTLAKE HARDWARE	14005090	06/06/2023	HEX KEY SET/MISC HARDWARE FOR WTP MAINTENANCE	32.56
WESTLAKE HARDWARE	14005092	06/06/2023	PULL CHAIN LIGHT FOR PW OFFICE CLOSET	8.59
WESTLAKE HARDWARE	14005096	06/06/2023	PARTS FOR TANK SPRAYER	20.77
WESTLAKE HARDWARE	14005113	06/06/2023	BOLTS FOR POOL VGB DRAIN INSTALL	3.08
WESTLAKE HARDWARE	14005114	06/06/2023	TARPS/BUNGEE CORDS	68.97
WESTLAKE HARDWARE	14005118	06/06/2023	CHAINS/CARABINERS/PROTECTI VE COATING FOR DIST MAIN	78.96
WESTLAKE HARDWARE	14005119	06/06/2023	ELECTRICAL SUPPLIES FOR FRONT ST LIGHT POLE	37.99
WESTLAKE HARDWARE	14005119	06/06/2023	LIGHTERS FOR VID # 480	12.99
WESTLAKE HARDWARE	14005122	06/06/2023	EPOXY FOR FACILITY REPAIRS	9.99
WESTLAKE HARDWARE	14005123	06/06/2023	WIRE TIES FOR SMALL TREES AT LIONS PARK	7.59
WESTLAKE HARDWARE	14005124	06/06/2023	PAINT SUPPLIES FOR POOL	20.00
WESTLAKE HARDWARE	14005125	06/06/2023	AXE FOR VID # 482	28.99
WESTLAKE HARDWARE	14005126	06/06/2023	FLEX HOSE FOR WWTP	24.99

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WESTLAKE HARDWARE	14005129	06/06/2023	DIE TO FIX THREADS ON POOL GUTTER GRATE	7.59
WESTLAKE HARDWARE	14005131	06/06/2023	MOUNTING TAPE FOR FACILITY REPAIRS	13.99
WESTLAKE HARDWARE	14005132	06/06/2023	POWER WASHER NOZZLE	9.99
WESTLAKE HARDWARE	14005135	06/06/2023	MOUNTING TAPE FOR REPAIRS AT LIONS PARK	7.99
WESTLAKE HARDWARE	14005136	06/06/2023	ZIPLOCK BAGS FOR LEAD/COPPER WATER TEST BOTTLES	34.36
WESTLAKE HARDWARE	14005138	06/06/2023	MAGNETIC TORPEDO LEVEL FOR PW SHOP	9.99
WESTLAKE HARDWARE	14005139	06/06/2023	INSECT REPELLANT FOR DIST MAINT	15.18
WESTLAKE HARDWARE	14005140	06/06/2023	MISC HARDWARE FOR AQUATIC PARK	41.57
WESTLAKE HARDWARE	14005141	06/06/2023	MISC SUPPLIES FOR FACILITY REPAIRS	11.38
WESTLAKE HARDWARE	14005143	06/06/2023	POND & STONE SEALANT	15.99
WESTLAKE HARDWARE	14005145	06/06/2023	ZIP TIES/MIS FASTENERS FOR AQUATIC PARK MAINT	12.78
WESTLAKE HARDWARE	14005152	06/06/2023	DRAIN FOR PD LOCKER ROOM	7.99
WESTLAKE HARDWARE	14005162	06/06/2023	FASTENERS FOR TRIMMER RACK ON MOWING TRAILER	10.00
WESTLAKE HARDWARE	14005163	06/06/2023	DRILL BITS FOR PARKS MAINT	15.99
WESTLAKE HARDWARE	14005176	06/06/2023	GRINDER WHEELS FOR DIST MAINT	44.30
WESTLAKE HARDWARE	14005177	06/06/2023	RETURN GRINER WHEEL FOR DIST MAINT	-14.36
WESTLAKE HARDWARE	14005178	06/06/2023	ANGLE GRINDER/CORDLESS CUT-OFF GRINDER/FASTENERS	252.73
WESTLAKE HARDWARE	14005187	06/06/2023	WEED CONTROL/TREE STAKES FOR PARKS MAINT	66.95
WESTLAKE HARDWARE	14005189	06/06/2023	POST DRIVER FOR CEMETERY SHOP	46.99
WESTLAKE HARDWARE	14005211	06/06/2023	FASTENERS FOR POOL SLIDE SUPPORT	3.17
WESTLAKE HARDWARE	14005213	06/06/2023	GRILL BRUSH FOR EMPLOYEE ENGAGEMENT EVENT	12.99
WESTLAKE HARDWARE	14005214	06/06/2023	PROPANE TANK REFILL FOR EMPLOYEE ENGAGEMENT EVENT	14.79
WESTLAKE HARDWARE	1450005080	06/06/2023	MISC HARDWARE FOR PICNIC TABLE REPAIR AT SOUTHPARK	11.60
WESTLAKE HARDWARE	145005180	06/06/2023	BOLT FOR WELL FEED LINE	7.29
Vendor 1321 - WESTLAKE HARDWARE Total:				1,833.70
Vendor: 11421 - WEX INC.				
WEX INC.	89663734	06/06/2023	MAY FUEL	129.54
WEX INC.	89663734	06/06/2023	MAY FUEL	781.70
WEX INC.	89663734	06/06/2023	MAY FUEL	6,955.56
WEX INC.	89663734	06/06/2023	MAY FUEL	1,058.62
WEX INC.	89663734	06/06/2023	MAY FUEL	364.21
WEX INC.	89663734	06/06/2023	MAY FUEL	816.70
WEX INC.	89663734	06/06/2023	MAY FUEL	668.77
Vendor 11421 - WEX INC. Total:				10,775.10
Vendor: 10810 - WILLIAM F TUCKER				
WILLIAM F TUCKER	APRIL 2023	06/06/2023	MOWING	111.00
WILLIAM F TUCKER	APRIL 2023	06/06/2023	MOWING	80.00
WILLIAM F TUCKER	APRIL 2023	06/06/2023	MOWING	2,222.00
WILLIAM F TUCKER	APRIL 2023	06/06/2023	MOWING	526.00
WILLIAM F TUCKER	APRIL 2023	06/06/2023	MOWING	2,982.00
Vendor 10810 - WILLIAM F TUCKER Total:				5,921.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 8411 - WILSON & COMPANY ENGINEERS				
WILSON & COMPANY ENGINEE...	114759	06/06/2023	138th Street Engineering Contract Amendment	4,318.50
WILSON & COMPANY ENGINEE...	114760	06/06/2023	Engineering and Design of Kansas Ave Culverts	264.00
WILSON & COMPANY ENGINEE...	114975	06/06/2023	11733 KAW DR DEV REVIEW	509.00
WILSON & COMPANY ENGINEE...	114975	06/06/2023	APAC FLOODPLAIN DEV PERMIT & MEETING	420.00
WILSON & COMPANY ENGINEE...	114975	06/06/2023	ENGINEERING SERVICES - TEMP ELECTRIC SERVICE	282.60
WILSON & COMPANY ENGINEE...	114975	06/06/2023	KS AVE CULVERT/WTP CODE COORDINATION/AT&T FIBER	945.00
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				6,739.10
Vendor: 6868 - WYANDOTTE ECONOMIC DEVELOPMENT COUNCIL				
WYANDOTTE ECONOMIC DEVE...	3742	06/06/2023	2023 ECONOMIC DEVELOPMENT SERVICES	10,000.00
Vendor 6868 - WYANDOTTE ECONOMIC DEVELOPMENT COUNCIL Total:				10,000.00
Grand Total:				661,179.63



Bonner Springs, KS

Refund Check Register

Refund Check Detail

UBPKT01638 - 05-30-2023 HT Security Deposit Refunds May 2023

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-14302-10	Steere, Shanan T	6/9/2023	151356	40.25			40.25	Generated From Billing
05-13072-02	Bonner Springs Shops LLC	6/9/2023	151357	40.47			40.47	Generated From Billing
05-15371-02	Arbaugh, Natalie Ann	6/9/2023	151358	47.59			47.59	Generated From Billing
Total Refunds: 3			Total Refunded Amount:	128.31				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	128.31
Revenue Total:	128.31

General Ledger Distribution

Posting Date: 06/09/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	430 - Water Treat & Distribu			
	430-000-000-011999	Claim On Cash	-128.31	Yes
	430-000-000-021205	Unapplied Utility Credits	128.31	
	430 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-000-011100	Cash In Bank	-128.31	
	999-000-000-021500	Due To Other Funds	128.31	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	

Memorandum

Date: June 12, 2023
To: Mayor and City Council
From: Christina Brake

Subject: Public Use Request - Bonner Blast

Recommendation:

Action: Make a motion to approve the Public Use Request for Bonner Blast.

Background: The Economic Development Coordinator submitted a Public Use Request at the request of the Bonner Springs City Band for Bonner Blast on Thursday, June 29, 2023 from 5-10 p.m. The Request includes closure of the 200 Block of Oak Street and the intersection of 2nd Street and Oak for food truck parking.

Discussion:

Financial Impact:



Page 79 of 418

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.

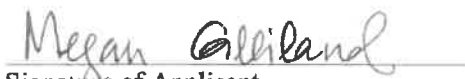
Display of Permit: A permit issued shall prominently display the permit at the special event site or have the permit available to display to any officer or employee of the City upon demand.

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

OAK STREET

3rd Street



Estimated event layout
of (2nd Thursday of the
month coordinated event
with the Bonner Springs
Farmers' Market and
Downtown Merchants)

2nd Street

PARKING
LOT

Barricade/
Street Closed

Food
truck

City Band

Front Street

June 7, 2023

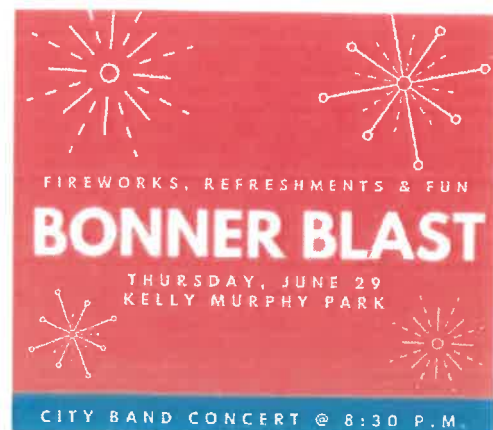
TO: Merchants and Downtown Residents

The City of Bonner Springs will host Bonner Blast on June 29, 2023. Last year, we saw a massive influx of attendees to the City Band concert at Kelly Murphy Park in conjunction with Bonner Blast. We discussed the idea of adding food trucks and they were agreeable to adding some variety to the event. I have assembled a handful of food trucks to be around the intersection 2nd and Oak to offer food and dessert items. I notified City Band Director Don Wheeler and let him know the plan. They will also have their charitable groups selling at City Band but we already have over 2,000 people interested in the event Facebook (not everyone will attend but this is more than what we had interested last year in the event).

For all special events in downtown, we encourage the existing businesses to participate and gain exposure for their business as part of the event. The influx of people who attend these events is great exposure to encourage them to come back, when there is not a special event happening, and enjoy our local retailers, service providers and restaurants. Several businesses have indicated they will stay open late that night already.

Thank you,

Megan Gilliland
Economic Development Coordinator



June 7, 2023

TO: City of Bonner Springs

As event organizers, we recognize that we need to maintain a clean atmosphere and we will ask that all vendors clean up their spaces and discard trash into a receptacle in the event area.

Thank you,

Megan Gilliland
Economic Development Coordinator

Memorandum

Date: June 12, 2023
To: Mayor and City Council
From: Christina Brake

Subject: Public Use Request - Tiblow Trot

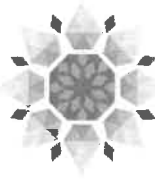
Recommendation: The Rotary Club submitted a Public Use Request for the 45th Annual Tiblow Trot on Saturday, August 26, 2023 from 6:00 am - 8:30 a.m. The Rotary Club does not request closure of streets for Tiblow Trot but is requesting approval to use the designated streets and for support from the City.

Action:

Background:

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: 6/6/2023

Date/Time of Requested Event: Saturday, August 26th, 2023 6:00 a.m. - approximately 8:30 a.m.

Applicant Name: Bonner Springs Rotary Club - Tiblow Trot, Jim Miller - Race Director

Business or Organization: Tiblow Trot

Street Address/Mailing Address: P.O. Box 456

City/State/Zip: Bonner Springs, KS 66012

Phone: Home: _____ Work/Cell: _____ Email: _____

Detailed explanation of purpose of event: include if admissions or space rental will be charged:

45th Annual 5-mile, 5K and 2K walks/runs

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

Proceeds go to scholarship fund for Bonner Springs Highschool Graduates

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

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: _____

☒ Route map attached

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

☐ **List of planned activities** attached

☐ **Copy of notification given to all affected property owners and tenants of the request and list of everyone notified is attached.**

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

☒ **Not-for-Profit organization status proof attached**

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

☐ **List of vendors that will participate in event attached.**

☐ **Background investigation forms for security personnel for approval attached.**

Application Requirements:

- A. Submit this completed 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. Certificate of Insurance will be accepted after approval is granted. List of vendors must be provided prior to the event.
- B. Not-for-profit organizations, associations 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, of the Ordinance Code. Applications for these permits shall be submitted at the same time as this permit.

Display of Permit: A permit shall be prominently displayed at the special event site or 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 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 authorized by the permit or if the permit was obtained by fraud or misrepresentation.

Hazard Prohibited: No person shall make any use of a public park, street or 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



Bonner Springs Rotary Club

P. O. Box 456

Bonner Springs, KS 66012

Mayor and City Council
City of Bonner Springs
P.O. Box 38
Bonner Springs, KS 66012

Dear City of Bonner Springs,

This year, we will celebrate the 45th Annual Tiblow Trot race, sponsored by the Bonner Springs Rotary Club. The proceeds of the race are used to provide scholarships, given each year to Bonner Springs High School graduates. Last year we were able to give 4 x \$1,000 scholarships.

The race attracts people from all over to visit Bonner Springs and participate in our community activities such as Tiblow Days. The first Tiblow Trot was a 5-mile run through the city of Bonner Springs. In recent years a 5K (3.1 miles) run and a 2K (1.25 mile) walk were added.

The 2023 Tiblow Trot will be the 45th annual event that began in 1979. Thanks to the city of Bonner Springs and with the help of many volunteers, the Tiblow Trot is the oldest continuous race in the state of Kansas.

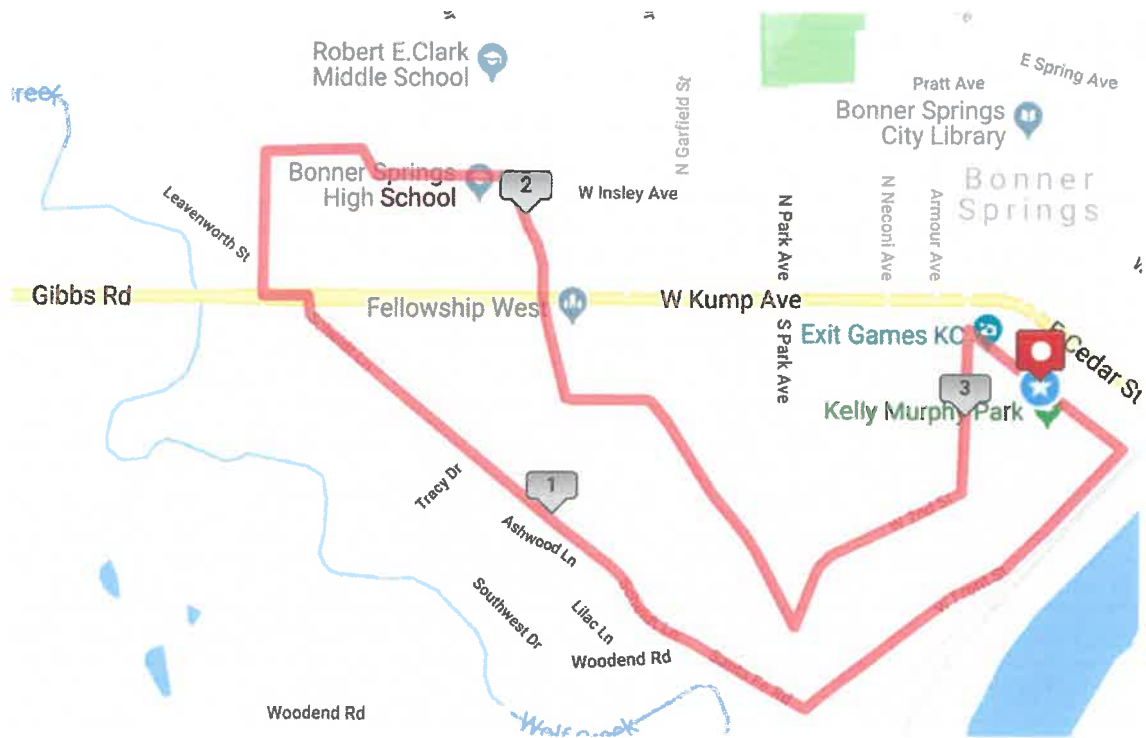
Enclosed, you will find maps showing the routes of the 5-mile and 5K runs, and 2K walk. As in previous years, we would like to have use of the designated city streets outlined and race support. The race is scheduled to start at 7:00 am Saturday, August 26th and will last approximately one hour.

Thank you for your continued support of the Tiblow Trot.

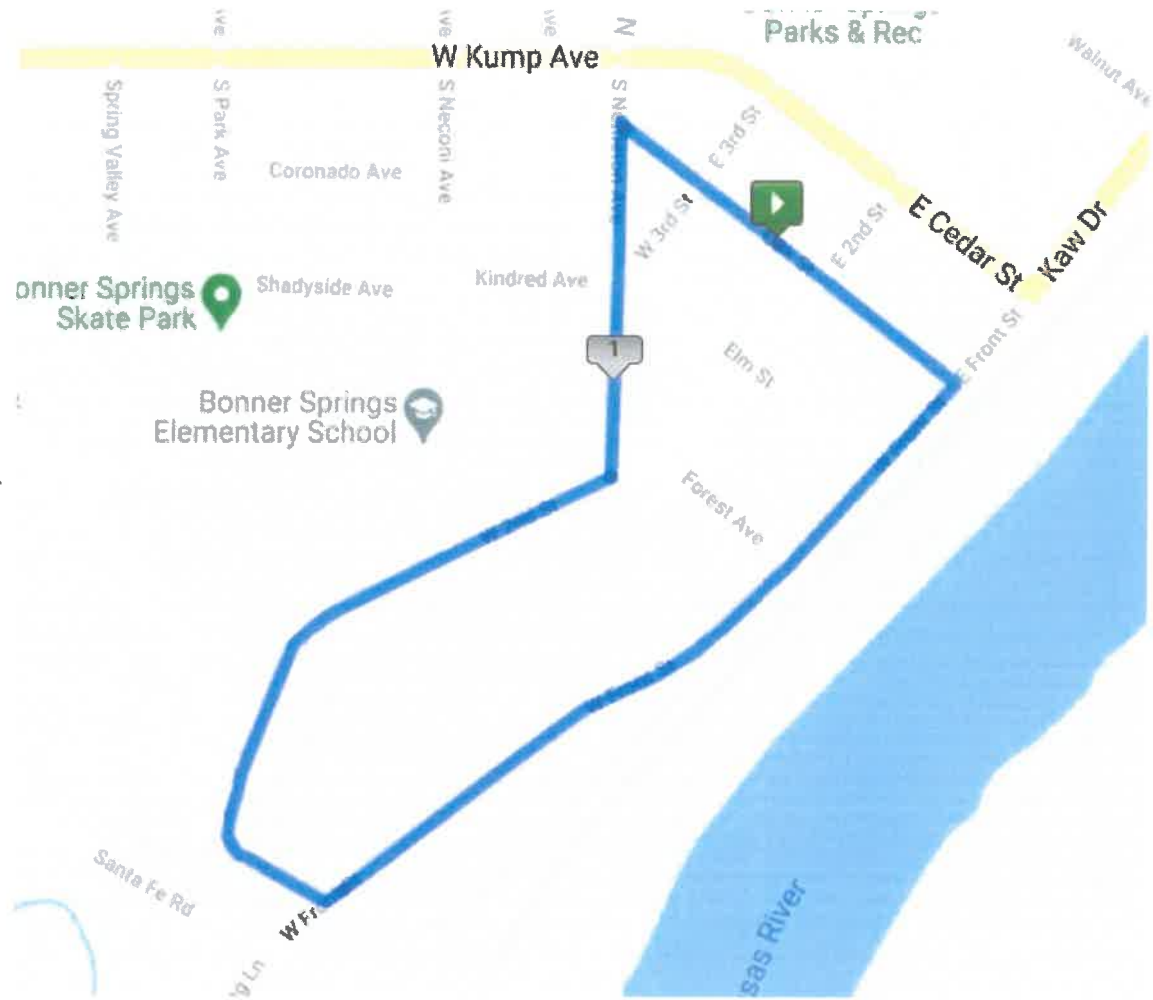
Sincerely,

Jim Miller
Tiblow Trot Race Director

5K Run



2K Walk



Memorandum

Date: June 12, 2023
To: Mayor and City Council
From:

Subject: Public Use Request - Block Party - Bayles

Recommendation:

Action: Make a motion to approve the Public Use Request for the Bayles Block Party.

Background: Kenneth Bayles submitted a Public Use Request for a block party on Saturday, July 3, 2023, from 12:00 p.m. through 11:59 p.m. The request includes closure of South Bluegrass from the north property line of 543 to the south property line of 545. The block party will include a bounce house, a petting zoo and fireworks, all on Mr. Bayles' property, at 542 S. Bluegrass.

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: _____

Date/Time of Requested Event July 3, 2023 Noon - 11:59 p.m.

Applicant Name: Kenneth Bayles

Business or Organization: _____

Street Address/Mailing Address: 542 S blue grass City/State/Zip: _____

Phone: Home: _____ Work/Cell: _____ Email: _____

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: 542 S blue grass
☒ 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:

Petting Zoo, Bounce House, & Fireworks block party kids will be running around and we don't want outside traffic flying up down the street during the event

☐ List of vendors that will participate in event attached.

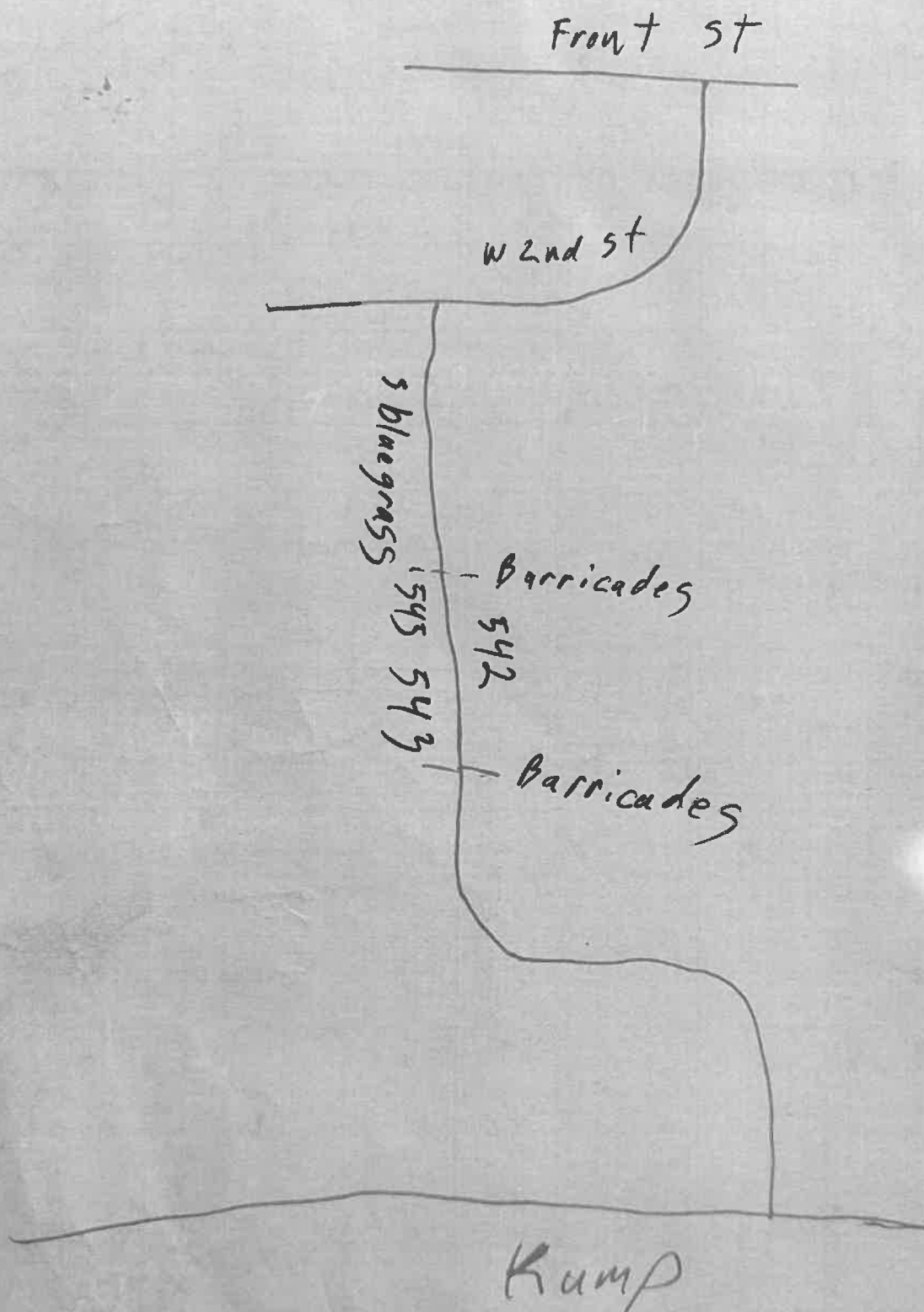
☐ List of planned activities attached

☐ 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



Memorandum

Date: June 12, 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 decline 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: 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.

This item was previously tabled as the City awaits confirmation of property insurance participation.

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)

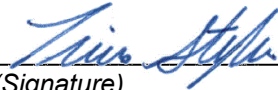
(Printed Name)

(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

Report Index

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2.0	Capacity Evaluation	3
3.0	Lift Station Evaluation and Preliminary Design	9
Appendix A	FIRM FIRM Maps	1
Appendix B	Geotechnical Report	57
Appendix C	Preliminary Drawings	8

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.

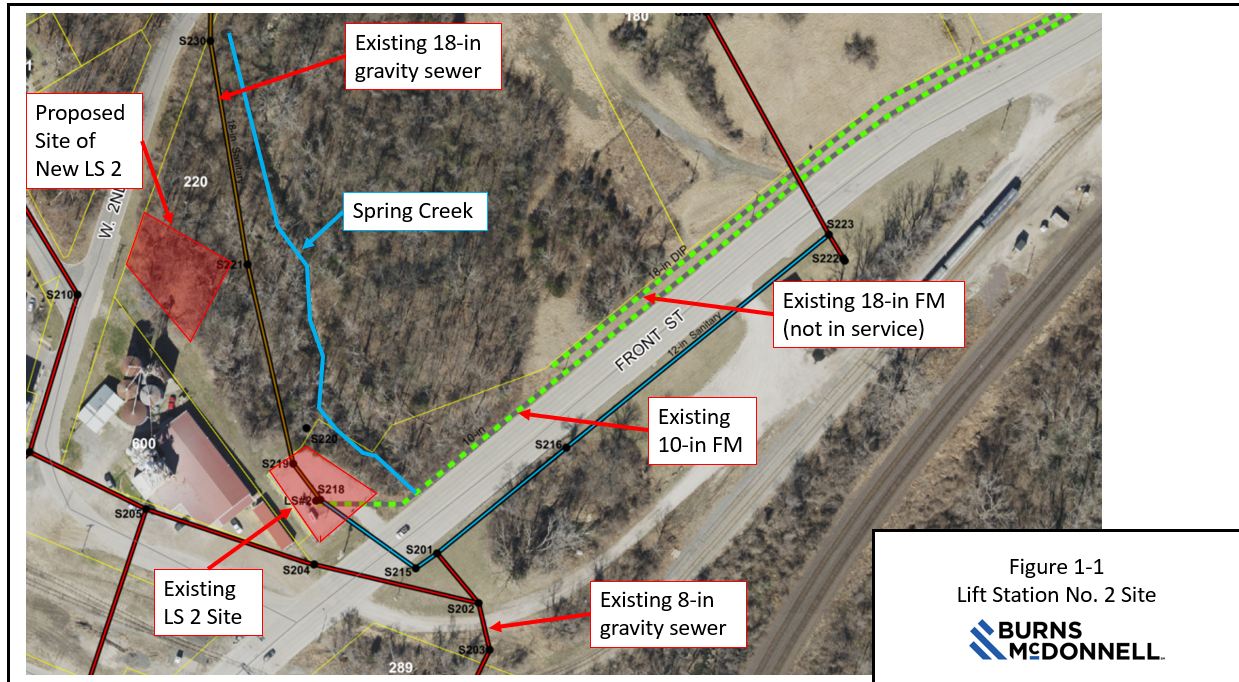


Figure 1-1: Lift Station No. 2 Site

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

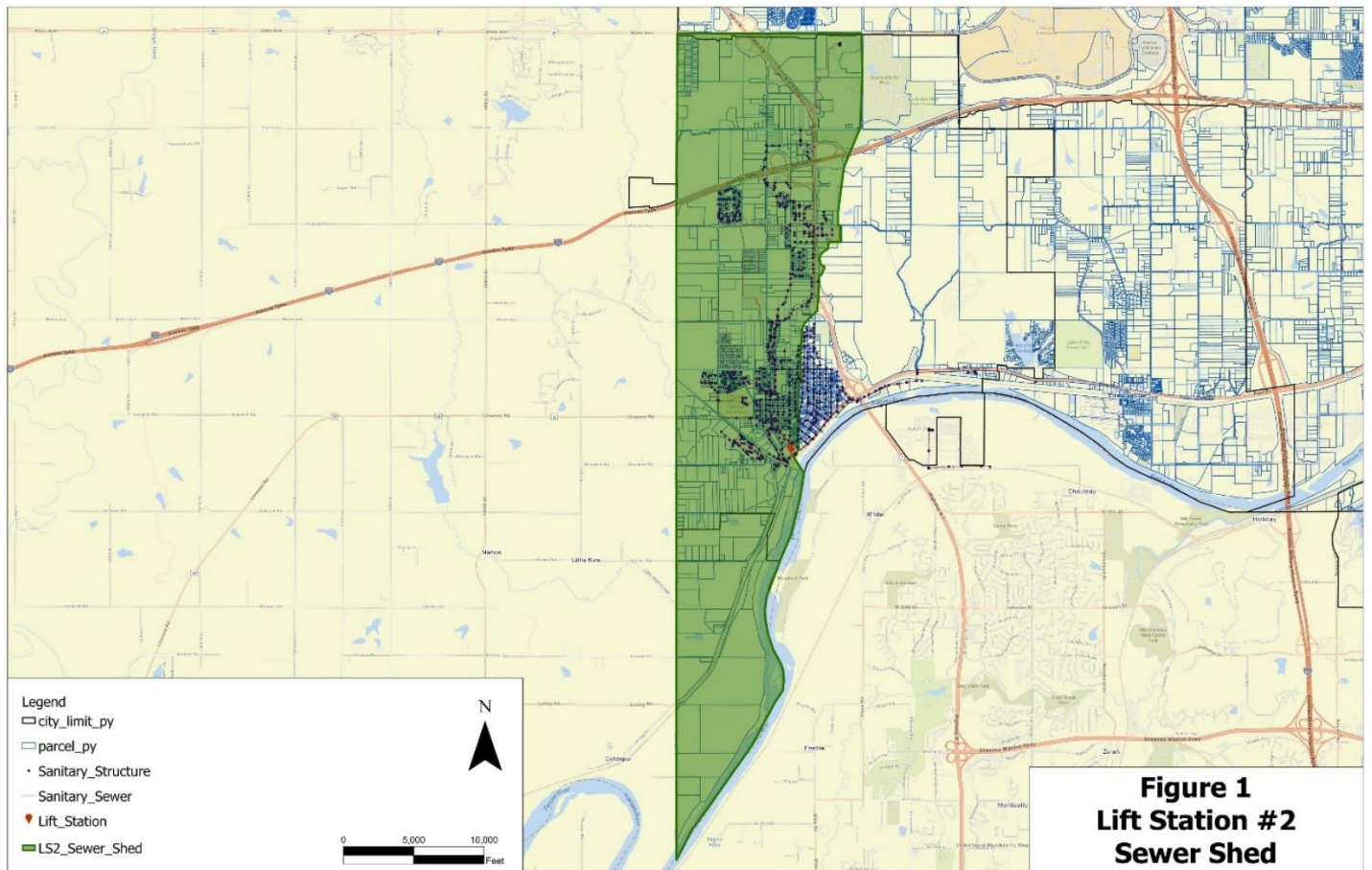


Figure 2-1: Lift Station No. 2 Sewer Shed

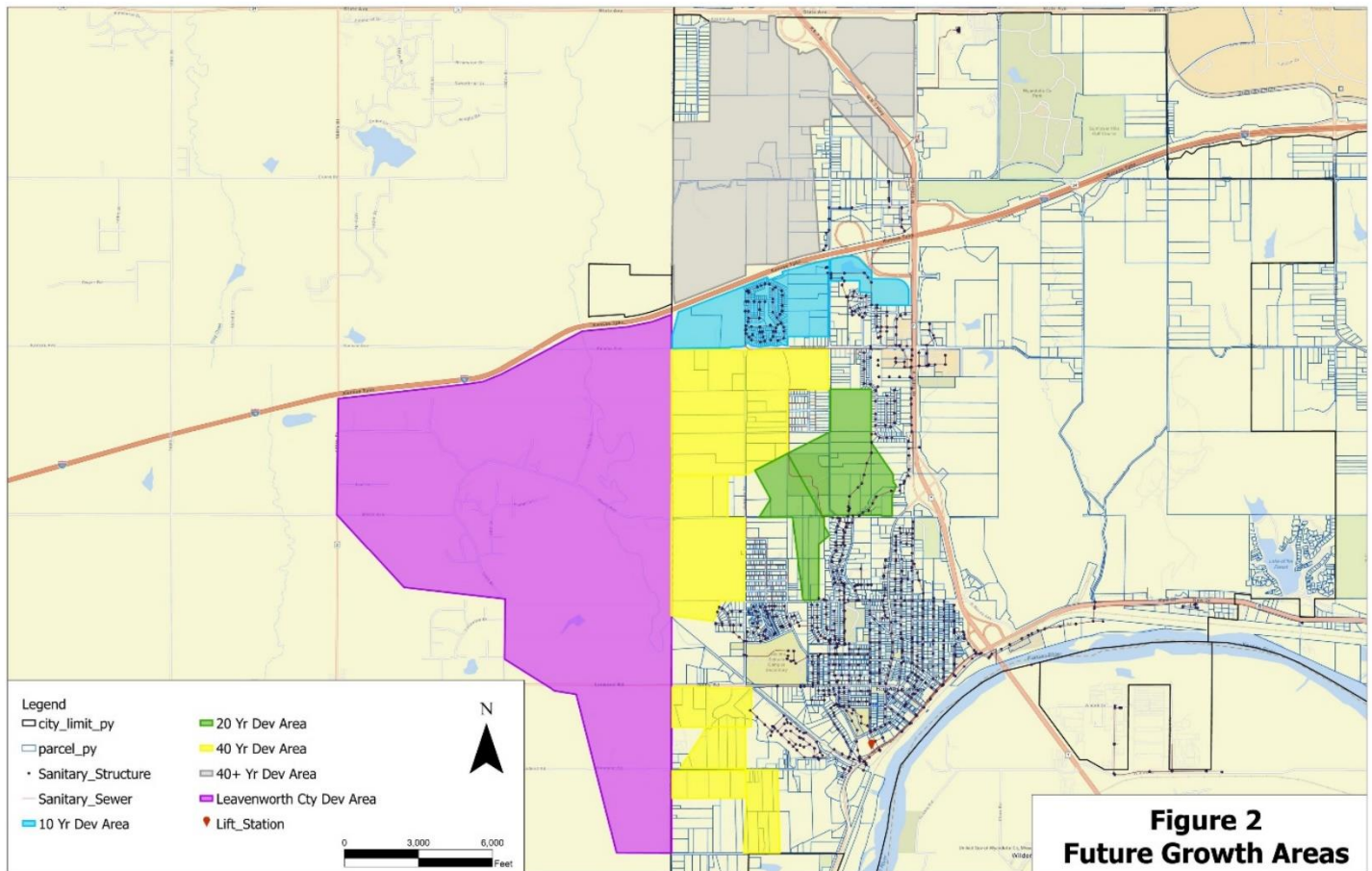


Figure 2-2: Future Growth Areas

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.

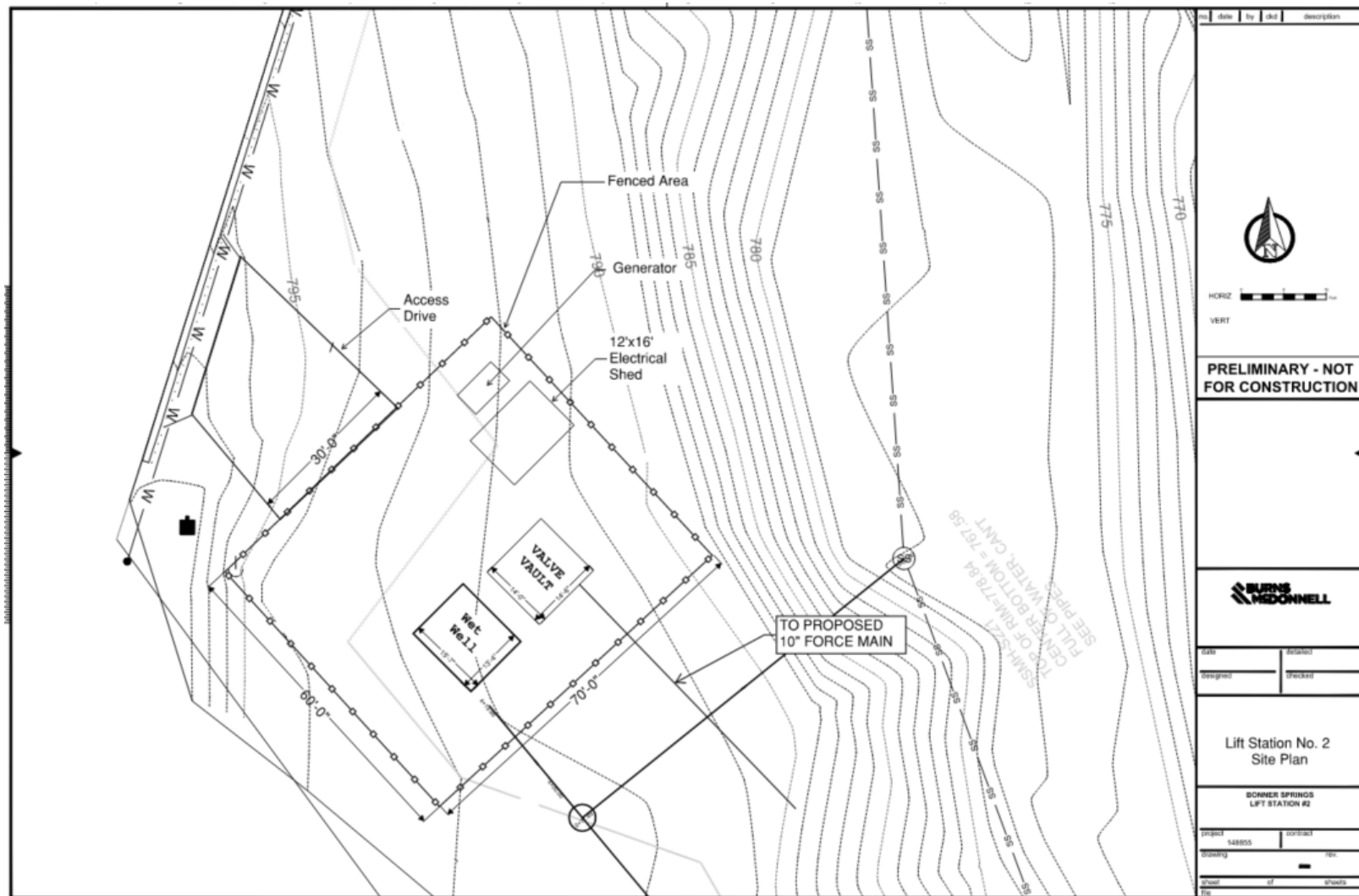


Figure 3-1: Proposed Lift Station No. 2 Site Plan

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.

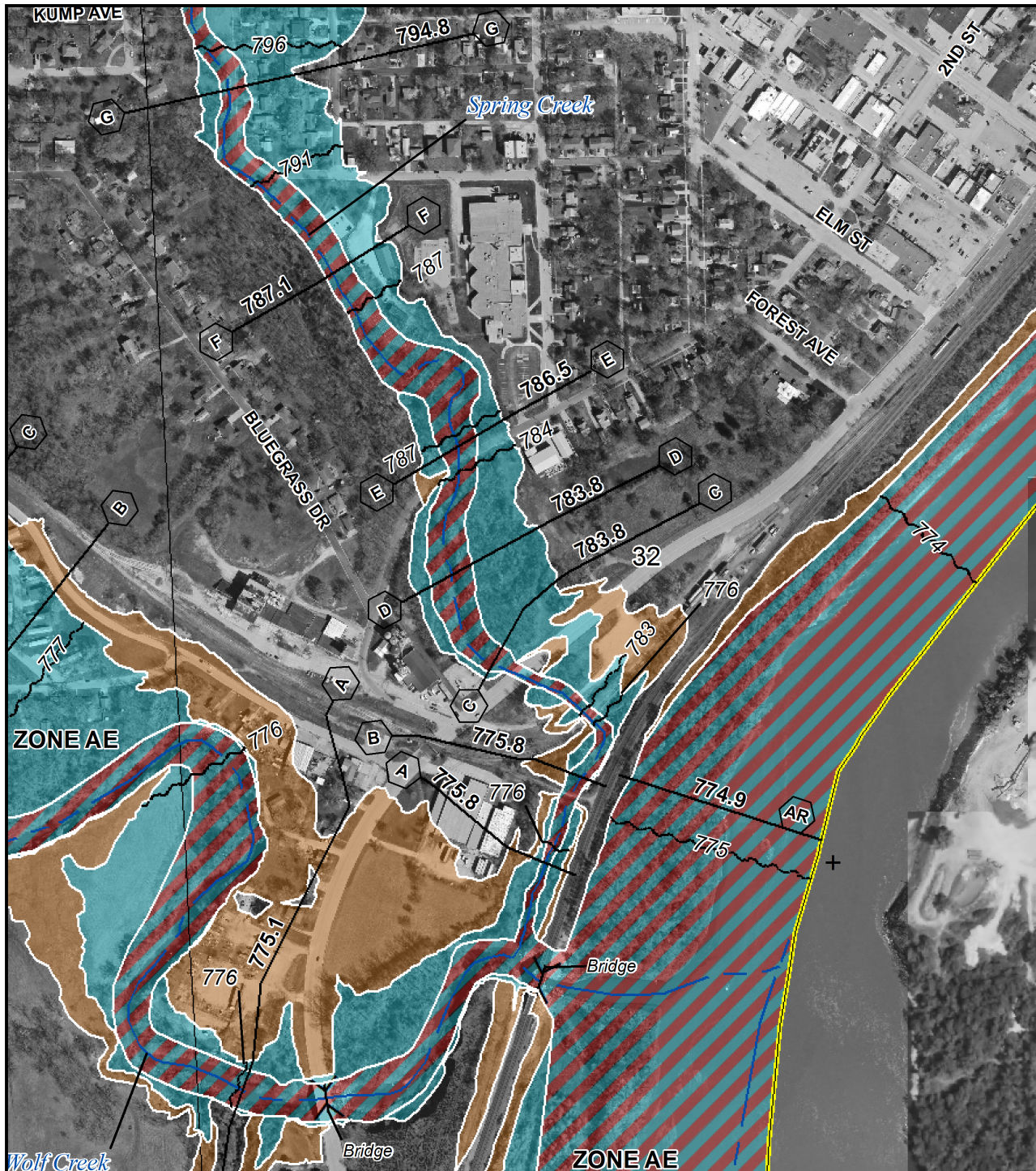
3.3 Sanitary Sewer Improvements Preliminary Design

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



N

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

1 inch = 500 feet

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

FEMA

National Flood Insurance Program

**WYANDOTTE COUNTY,
KANSAS**
And Incorporated Areas
PANEL 117 OF 210

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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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.

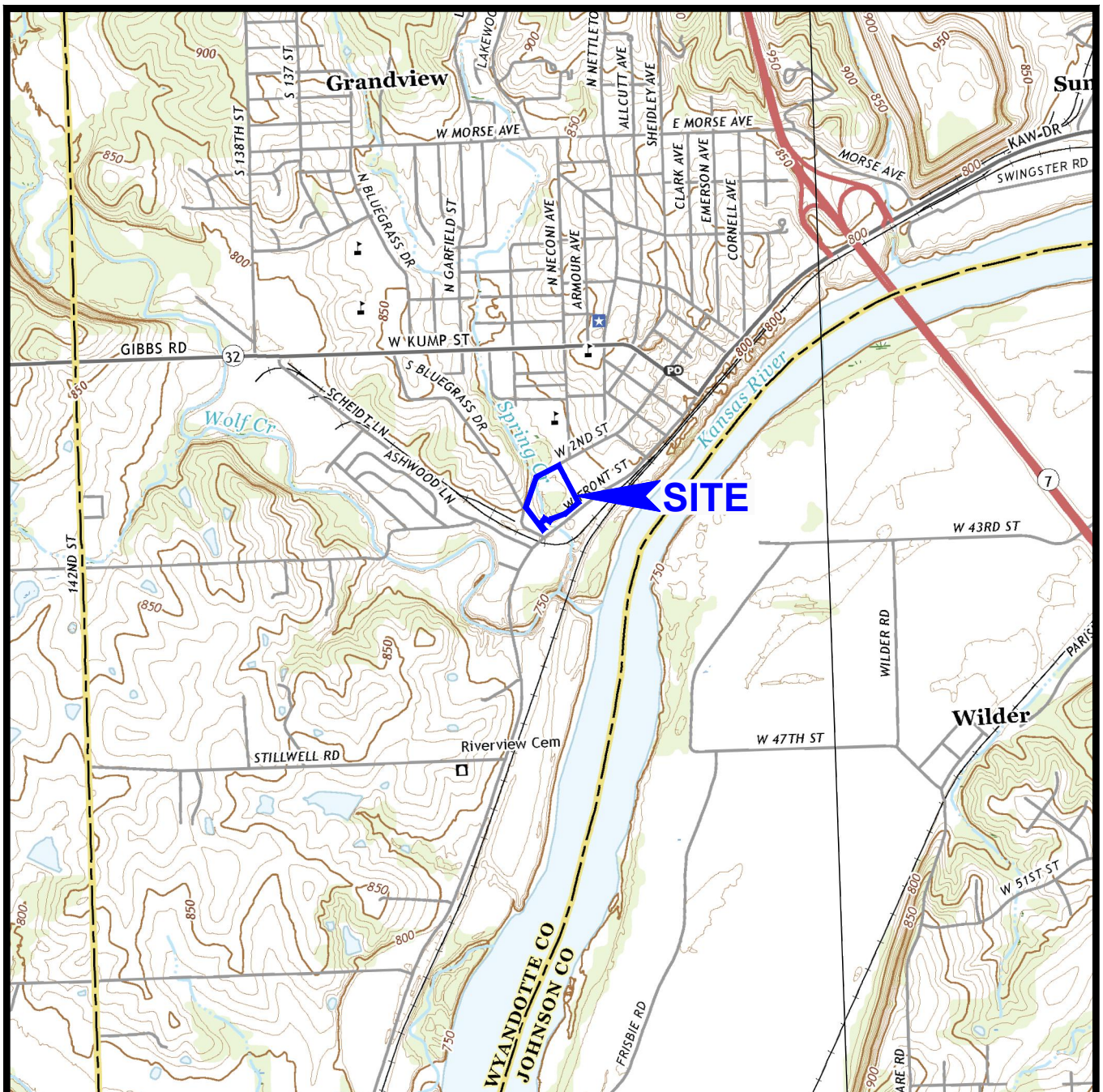
Our scope of service for this phase of the project did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on 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



GEOTECHNOLOGY
A Universal Engineering Sciences Company

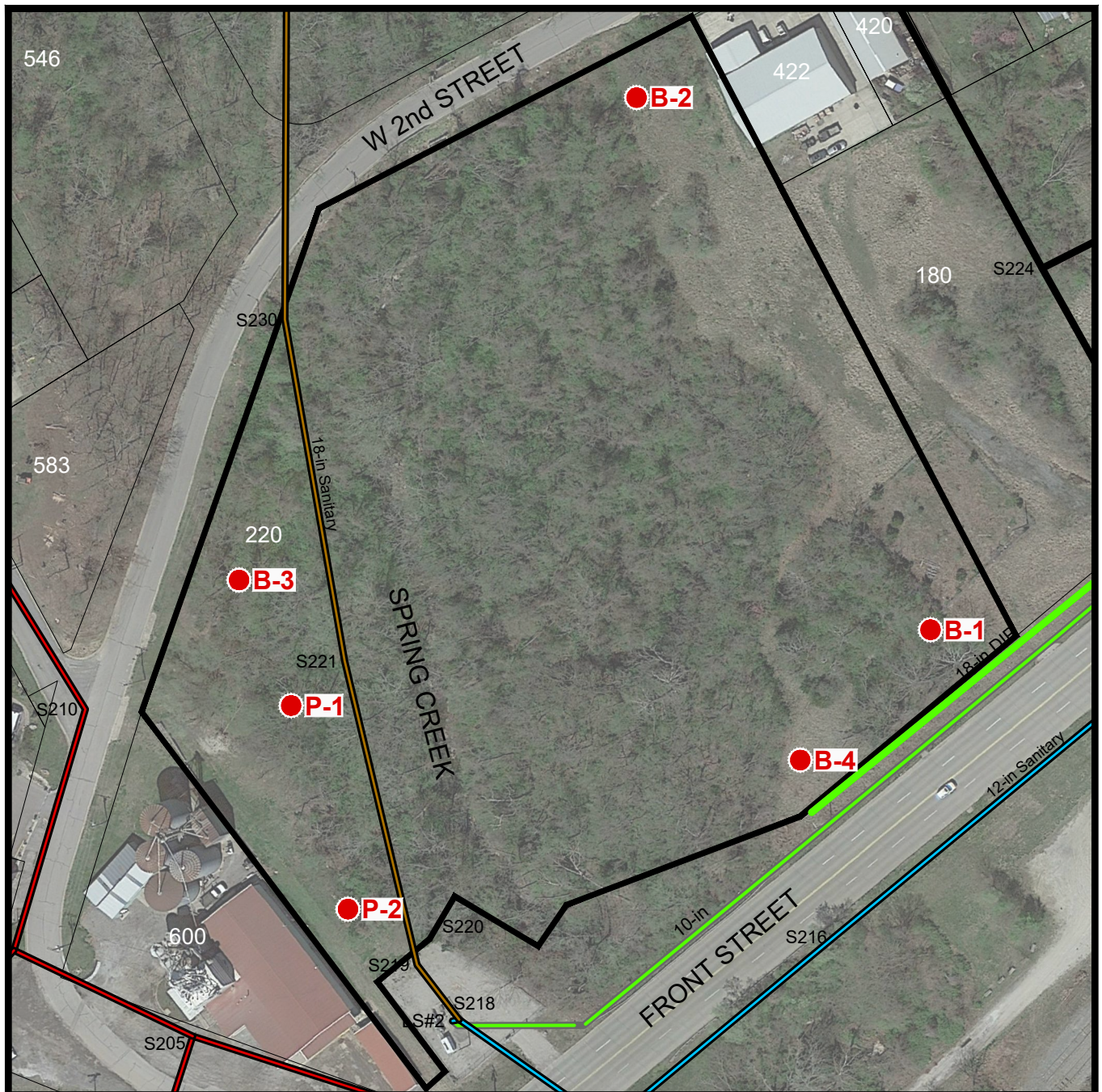
Lift Station No. 2
Bonner Springs, Kansas

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									
	FILL - brown/dark brown lean clay				3-4-4	SS1	▲	●		
	5				3-4-5	SS2	▲	●		
					4-4-4	SS3	▲	●		
					2-2-3	SS4	▲		●	
	CLAY - dark brown grading to brown and gray, medium stiff to stiff, lean - (CL)									
	10				2-5-5	SS5	▲	●		
					104	ST6	○	●		
					2-3-3	SS7	▲	●		
	15									
					2-2-2	SS8	▲	●		
					94	ST9	○	●		
	20				2-2-2	SS10	▲	●		
					2-3-4	SS11	▲	●		
					108	ST12	○	●		
	25				4-17	SS13	●	●		
					-50/3"					
	30									
	35									
	with silt seams									
	trace sand									
	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

GEOTECHNOLOGY
A Universal Engineering Sciences Company

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

LOG OF BORING: B-1

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> Datum <u>WGS84</u>		Completion Date: <u>1/19/23</u>								SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5			
DEPTH IN FEET		DESCRIPTION OF MATERIAL		GRAPHIC LOG		DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD		PID VALUES (ppm)		SAMPLES		STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)	
												WATER CONTENT, % PL ----- LL	
												10 20 30 40 50	
		TOPSOIL FILL											
		FILL - dark brown lean clay with trace gravel		5-5-4						SS1		▲ ●	
5				2-1-2						SS2		▲ ●	
		CLAY - dark brown and brown-gray, stiff to soft, lean - (CL)		2-4-5						SS3		▲ ●	
10				80						ST4		○ ●	
		gray											
15				3-2-2						SS5		▲ ●	
				97						ST6		○ ●	
20				0-1-1						SS7		▲ ●	
		sandy, trace gravel		1-3-1						SS8		▲ ●	
30		Boring terminated at 30 feet.											
35													

GROUNDWATER DATA

ENCOUNTERED AT 24 FEET ▼
 AT 12.5 FEET AFTER 24 HOURS ▼

REMARKS:

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 Check by: SDG App'vd by: JAW
 Date: 1/20/23 Date: 1/24/23 Date: 2/1/23

GEOTECHNOLOGY
A Universal Engineering Sciences Company

Bonner Springs
 Lift Station No. 2
 Bonner Springs, KS

LOG OF BORING: B-2

Project No. J039905.01

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>		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		
Datum <u>WGS84</u>		STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)								WATER CONTENT, % PL 10 20 30 40 50 LL		
DEPTH IN FEET	DESCRIPTION OF MATERIAL											
	TOPSOIL FILL											
	CLAY - red-brown, medium stiff to stiff, lean - CL		2-2-3		SS1							
			2-3-4		SS2							
5			2-4-5		SS3							
			2-4-5		SS4							
10												
	brown-gray and yellow-brown, shaley		4-5-7		SS5							
			100		ST6							
	LIMESTONE - light-gray, moderately hard, fresh and slightly weathered		99%		NQ1							
	2-inch yellow SHALE seam		72%									
	SHALE - gray and yellow, soft, slightly weathered				NQ2							
	LIMESTONE - light gray with yellow shale seams, moderately hard, slightly weathered		98%									
			14%									
25	light gray to gray, interbedded with yellow to gray shale, fresh and slightly weathered		94%		NQ3							
			7%									
30												
	SHALE - gray to black to light gray, soft and very soft, fresh to slightly weathered		100%		NQ4							
			100%									
35			100%		NQ5							
			98%									

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)				
DEPTH IN FEET		DESCRIPTION OF MATERIAL								WATER CONTENT, % PL ----- LL 10 20 30 40 50				
5		TOPSOIL FILL FILL - brown and dark brown lean clay				5-5-3 3-4-6		SS1 SS2						
10		CLAY - brown, stiff to medium stiff, lean - (CL)				4-5-5 82		SS3 ST4						
15		gray-brown and gray				2-2-2 101		SS5 ST6						
20								3-3-5 2-3-4		SS7 SS8				
25														
30				Boring terminated at 30 feet.										
35														

GROUNDWATER DATA

☒ FREE WATER NOT ENCOUNTERED DURING DRILLING

AT 11.8 FEET AFTER 40 HOURS ▼

REMARKS:

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 Check by: SDG App'vd by: JAW
 Date: 1/18/23 Date: 1/19/23 Date: 2/1/23

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										
			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, % PLI ● ILL 10 20 30 40 50													
DEPTH IN FEET 0 5 10 15 20 25 30 35	DESCRIPTION OF MATERIAL				TOPSOIL CLAY - reddish-brown to brown, lean clay - CL Boring terminated at 16 feet.	DP1 DP2 DP3 DP4										
	GROUNDWATER DATA ☒ FREE WATER NOT ENCOUNTERED DURING DRILLING						DRILLING DATA ☐ AUGER <u>3 1/4"</u> MACROCORE WASHBORING FROM <u> </u> FEET <u>BCS</u> DRILLER <u>AHH</u> LOGGER <u>CME 550X</u> DRILL RIG HAMMER TYPE <u> </u>				Drawn by: JDH Date: 1/18/23			Check by: SDG Date: 1/19/23		
REMARKS:				 GEOTECHNOLOGY A Universal Engineering Sciences Company												
				Bonner Springs Lift Station No. 2 Bonner Springs, KS												
				LOG OF BORING: P-1												
				Project No. J039905.01												

Surface Elevation 792		Completion Date: 1/17/23		GRAPHIC LOG	DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD	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)																							
PLI WATER CONTENT, % LL																							
10 20 30 40 50																							
DEPTH IN FEET	DESCRIPTION OF MATERIAL																						
	TOPSOIL							DP1															
	CLAY - brown-red to brown, lean - CL																						
	5							DP2															
	SAND - gravelly, trace clay and silt - SM							DP3															
	CLAY - brown-red, trace gravel and sand, lean - CL																						
	10							DP4															
	15																						
	Boring terminated at 16 feet.																						
	20																						
	25																						
	30																						
35																							
GROUNDWATER DATA X FREE WATER NOT ENCOUNTERED DURING DRILLING								DRILLING DATA AUGER 3 1/4" MACROCORE WASHBORING FROM FEETBCS DRILLER AHH LOGGERCME 550X DRILL RIGHAMMER TYPE								Drawn by: JDHDate: 1/18/23Check by: SDGDate: 1/19/23App'vd by: JAWDate: 2/1/23							
REMARKS:								GEOTECHNOLOGYA Universal Engineering Sciences Company															
								Bonner SpringsLift Station No. 2Bonner Springs, KS															
								LOG OF BORING: P-2															
								Project No. J039905.01															

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

PLASTICITY CHART	
PLASTICITY INDEX (PI) Liquid Limit (LL) RELATIVE PLASTICITY 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

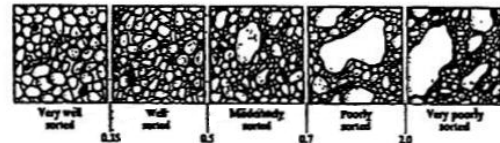
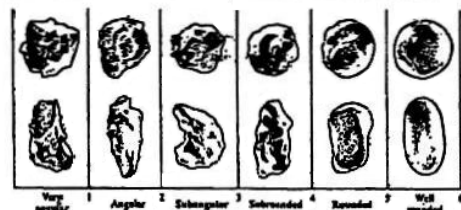


FIGURE 2: Angularity Criteria



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

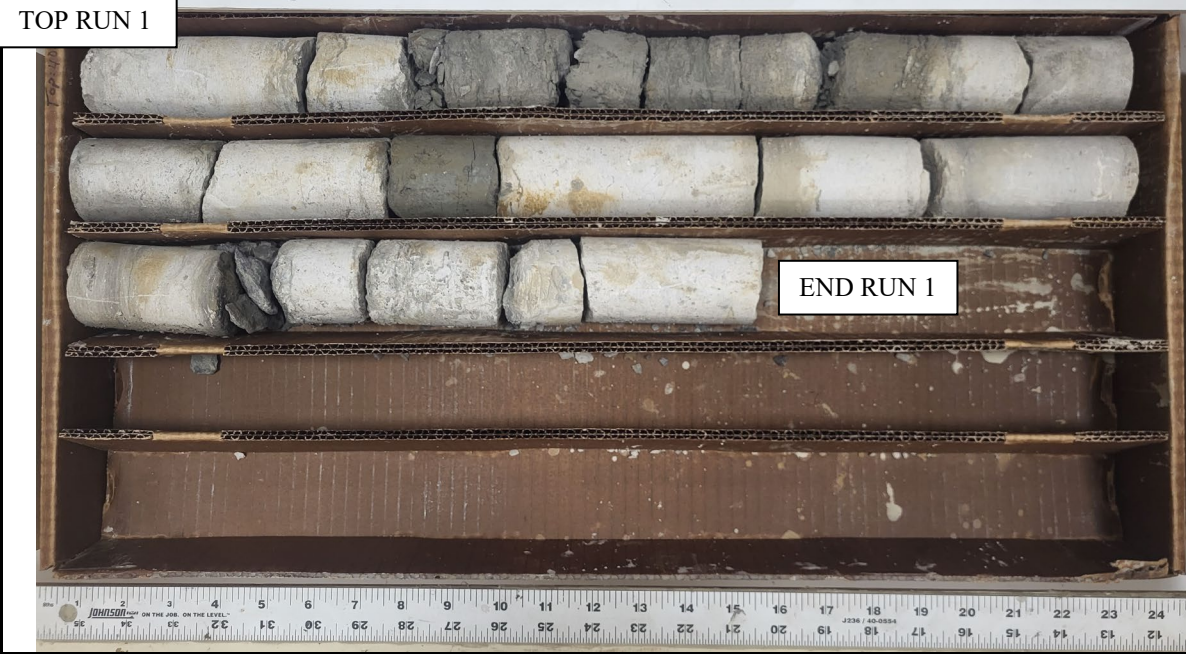
Rock Core Photographs

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.

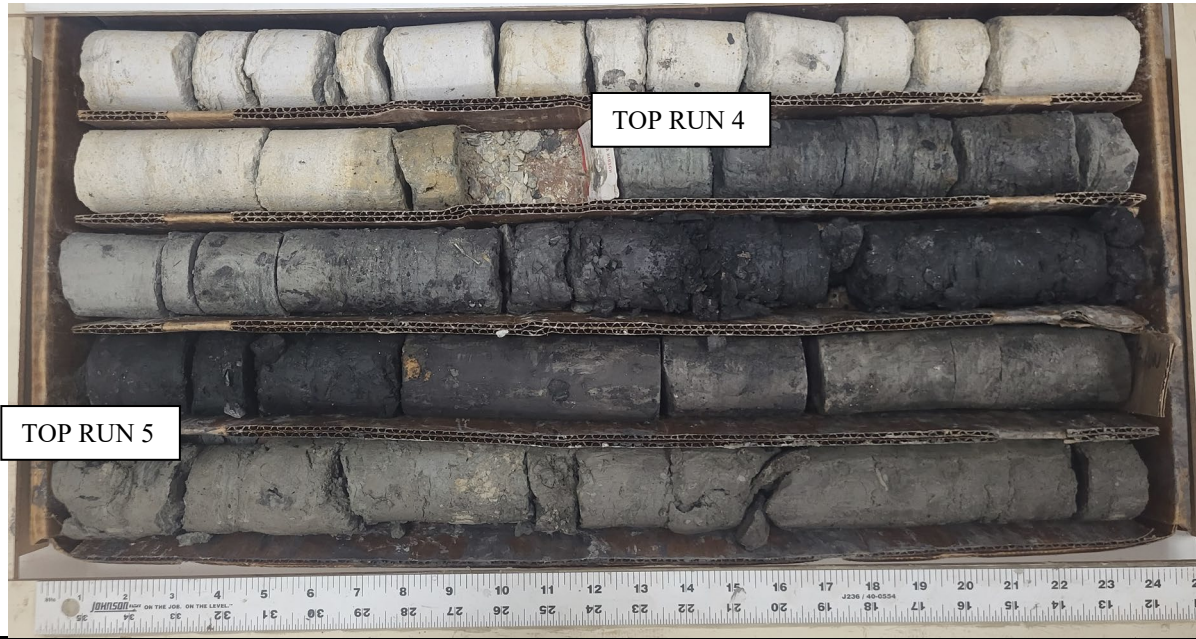
94

7

B-3

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

J039905.01

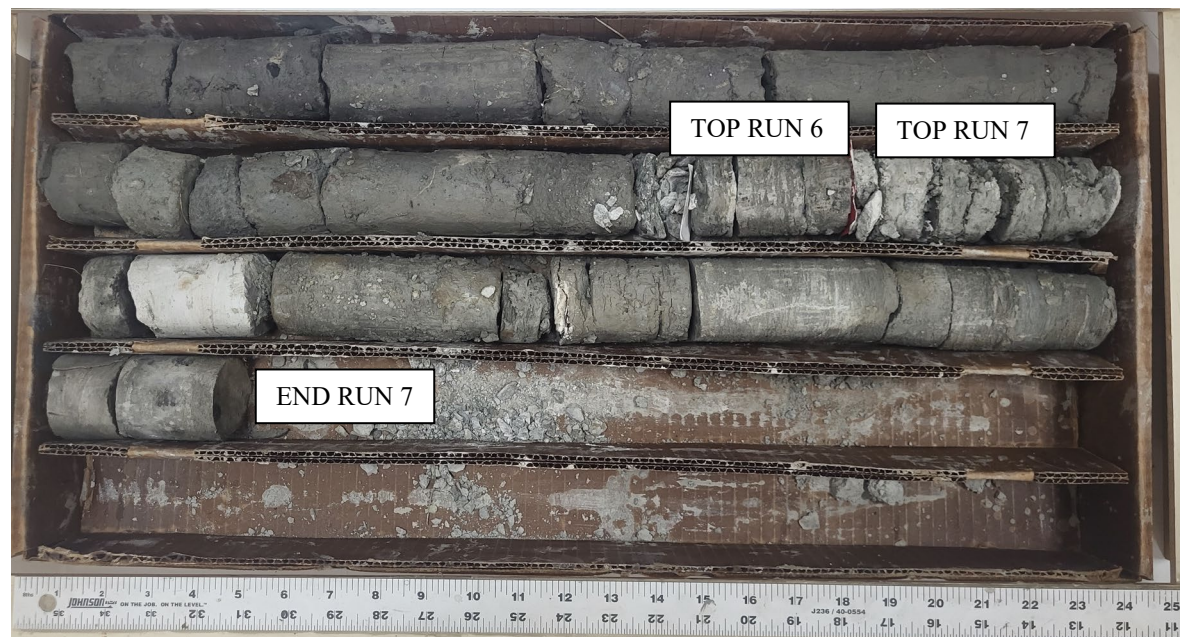


<u>Run No.</u>	<u>Depth (ft)</u>	<u>Recovery (%)</u>	<u>RQD (%)</u>
3	Cont. – 36.0	94	7
4	36.0 – 40.5	100	100
5	40.5 – Cont.	100	98

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

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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:

60420127



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				LAB USE ONLY											
Item	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	Preserved Containers									
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															

Sulfide

Preserved Containers

Unpreserved

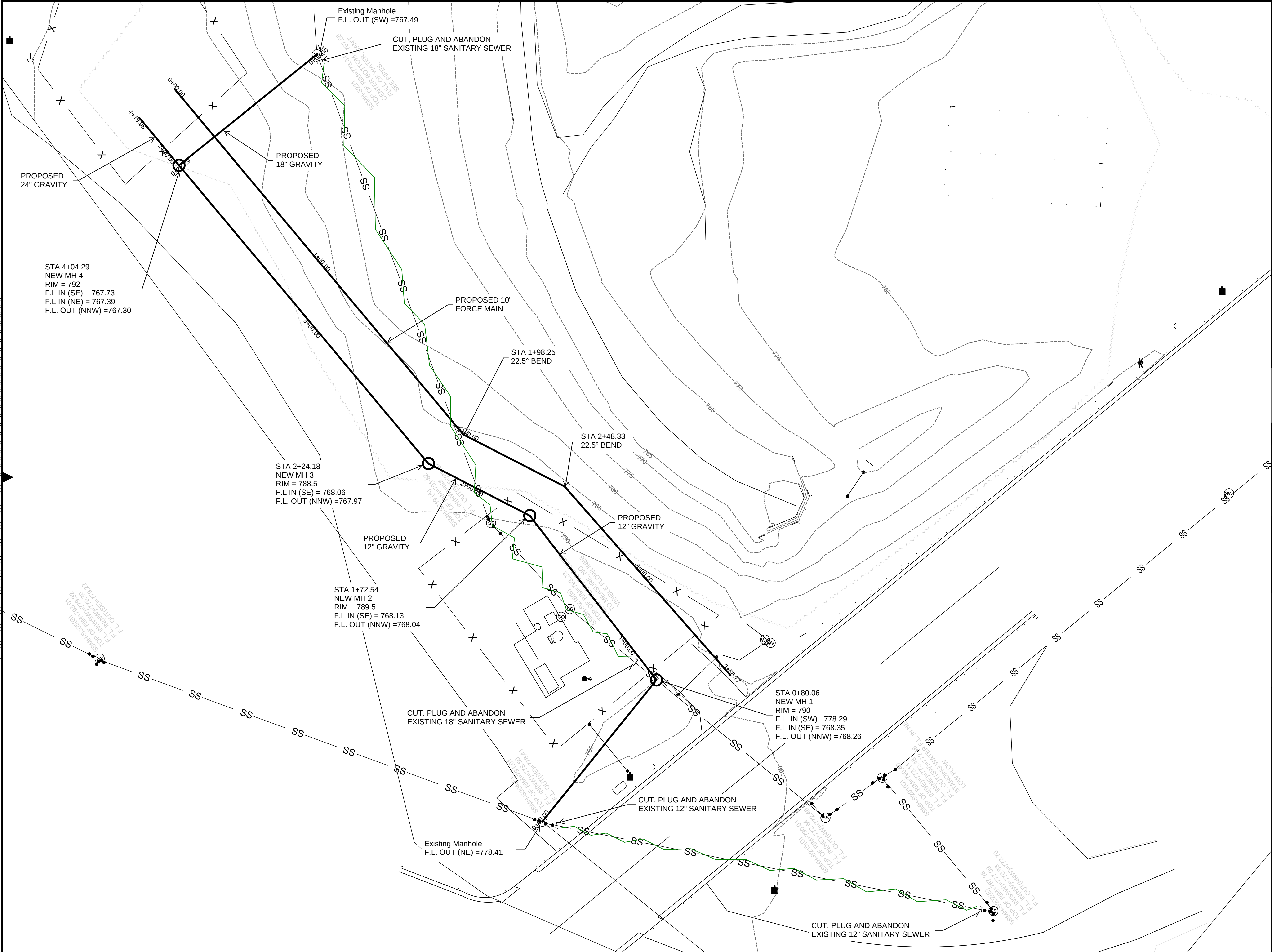
Transfers	Released By	Date/Time	Received By	Date/Time	RUSH REQUEST	
1		1/31/2023	Gil Clark	2/1/23 0920		
2						
3						

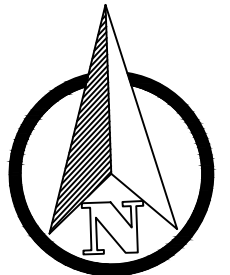
Cooler Temperature on Receipt 5.1 °C Custody Seal Y or (N) Received on Ice Y or N Samples Intact Y or N

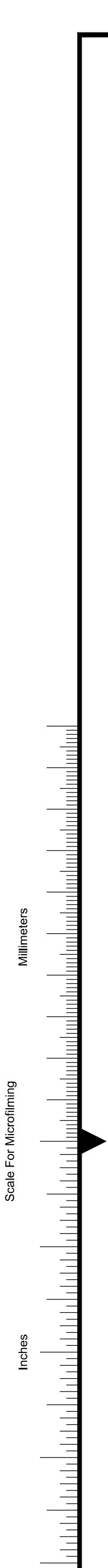
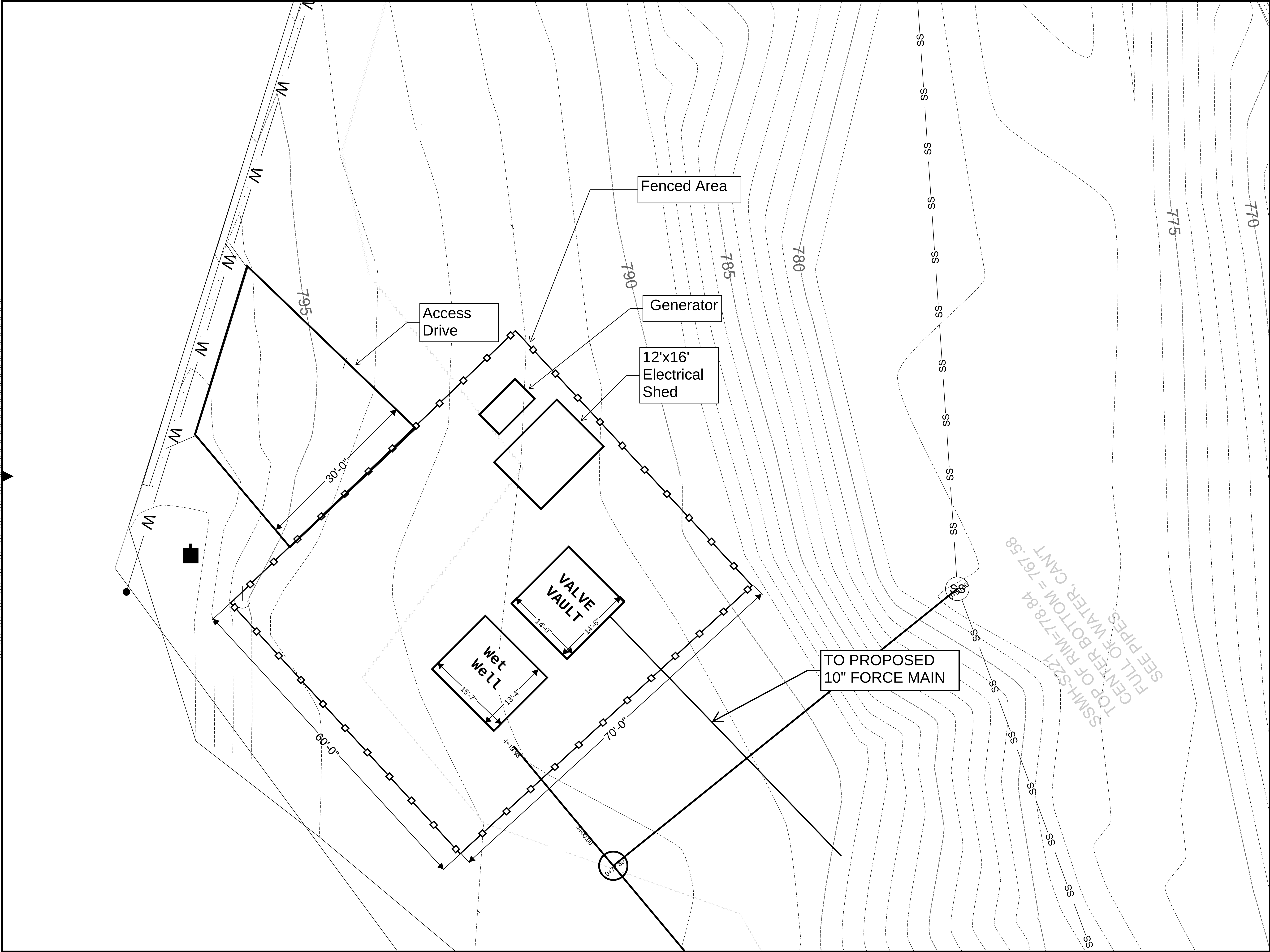
***In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document.

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

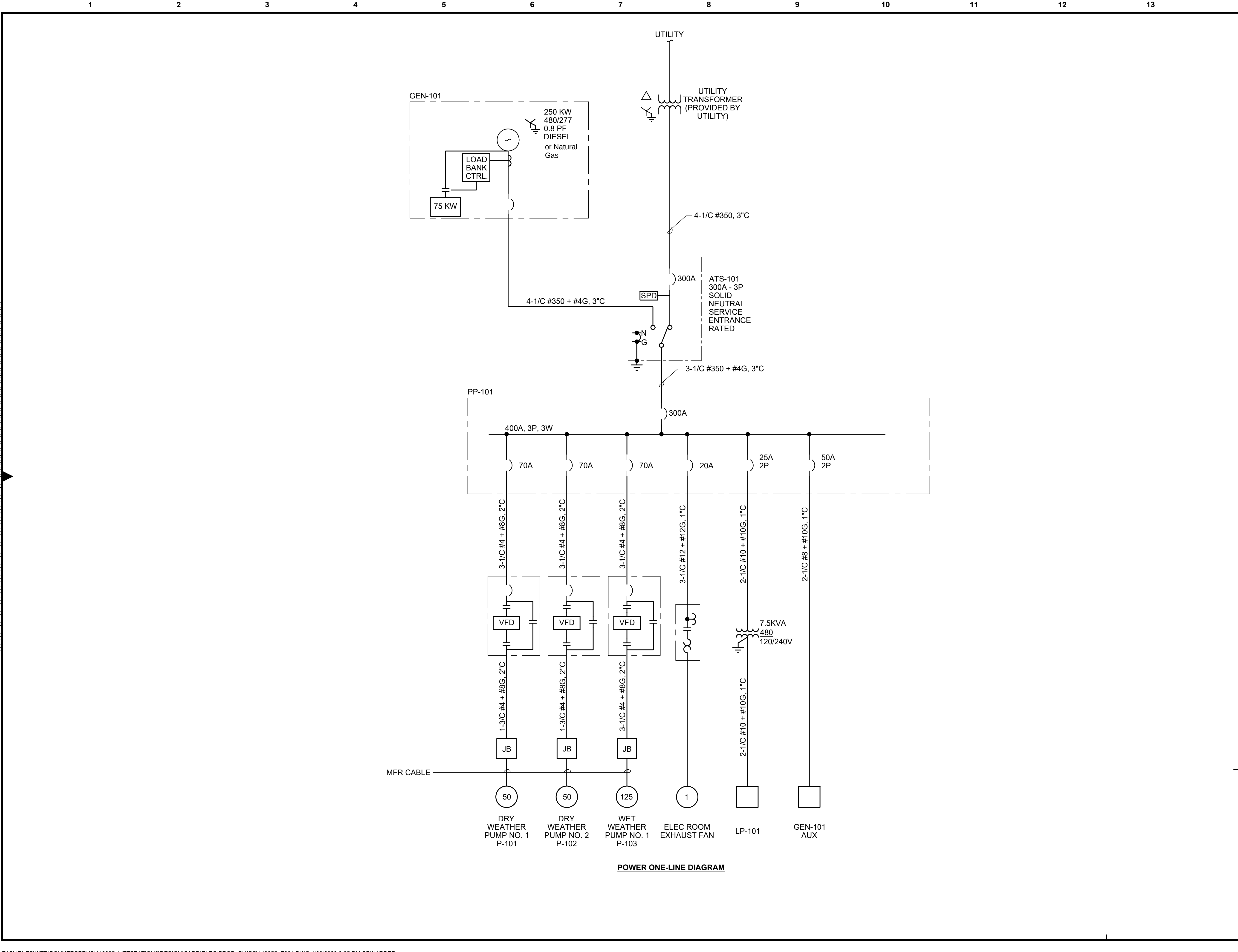
APPENDIX C – PRELIMINARY DRAWINGS



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
0 8 16 Feet HORIZ				
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		detailed		
FEBRUARY 28, 2023				
designed		checked		
W. REILLY				
Lift Station No. 2 Enlarged Site Plan				
BONNER SPRINGS LIFT STATION #2				
project		contract		
148855				
drawing		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



CASCONSTRUCTORSLLC
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	E004	rev.	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 () 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: June 12, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Lift Station No. 2 Revised Agreement

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve the Revised Phase II Design/Build Agreement with Burns & McDonnell/CAS Constructors, LLC for construction of Lift Station No. 2 in the not-to-exceed amount of \$650,000.

Background: 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 has been prepared for Council consideration. However, the Revised Phase II proposal is limited to completed design and submittal through KDHE. Also included is the purchase authorization for equipment with very long lead times to acquire, such as electrical gear, control equipment, and pumps.

At this time, the estimated time for completion remains the Fall of 2024, assuming these aspects of the project are allowed to move forward.

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, which has resulted in some project delays.

The cost for the Revised Phase II Agreement is not-to-exceed \$650,000 to keep critical components of the project moving forward during this interim period.

Funding for this project, beyond insurance proceeds, is anticipated to come from an internal loan from the General Fund with the principal and interest being paid from the Wastewater Fund. It should be noted that an existing debt service with the Wastewater Fund will be paid off in 2024, allowing this new debt service to repay the General Fund loan.



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.

.1 Limited Notice To Proceed. The Parties agree that the Owner will issue a Limited Notice To Proceed for early work activities prior to issuing a Full Notice to Proceed. Early work activities include; advancement of detailed design and submittal of construction drawings to KDHE, initiating procurement of long lead time equipment including electrical gear, controls equipment and pumps, and release of shop drawings. The parties further agree the Limited Notice To Proceed shall be issued not later than June 23, 2023.

.2 Full Notice To Proceed. The Parties agree that the Owner will issue a Full Notice To Proceed for the entire Work not later than August 9, 2023 unless that parties agree otherwise in writing. The construction work shall commence as soon as practicable following issuance of the Full Notice to Proceed provided that any permits, regulatory approvals, property acquisition and easement acquisitions required to commence construction have been obtained ("Date of Commencement") unless the parties mutually agree otherwise in writing.

.3 If the Limited Notice to Proceed and Full Notice to Proceed are not issued in accordance with the dates listed in 5.1.1 and 5.1.2 above, then the Design-Builder will be entitled to an adjustment in the Contract Time and Contract Price.

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.

.1 Between the dates of the Limited Notice to Proceed and the Full Notice to Proceed the Design-Builder's shall not incur costs in excess of Six Hundred Fifty Thousand Dollars (\$650,000.00) without Owner's written approval.

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
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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)

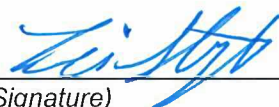
(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

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



(Signature)

TRAVIS STYRKEL

(Printed Name)

AUTHORIZED REPRESENTATIVE

(Title)

Date: 6/7/23

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 of 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.

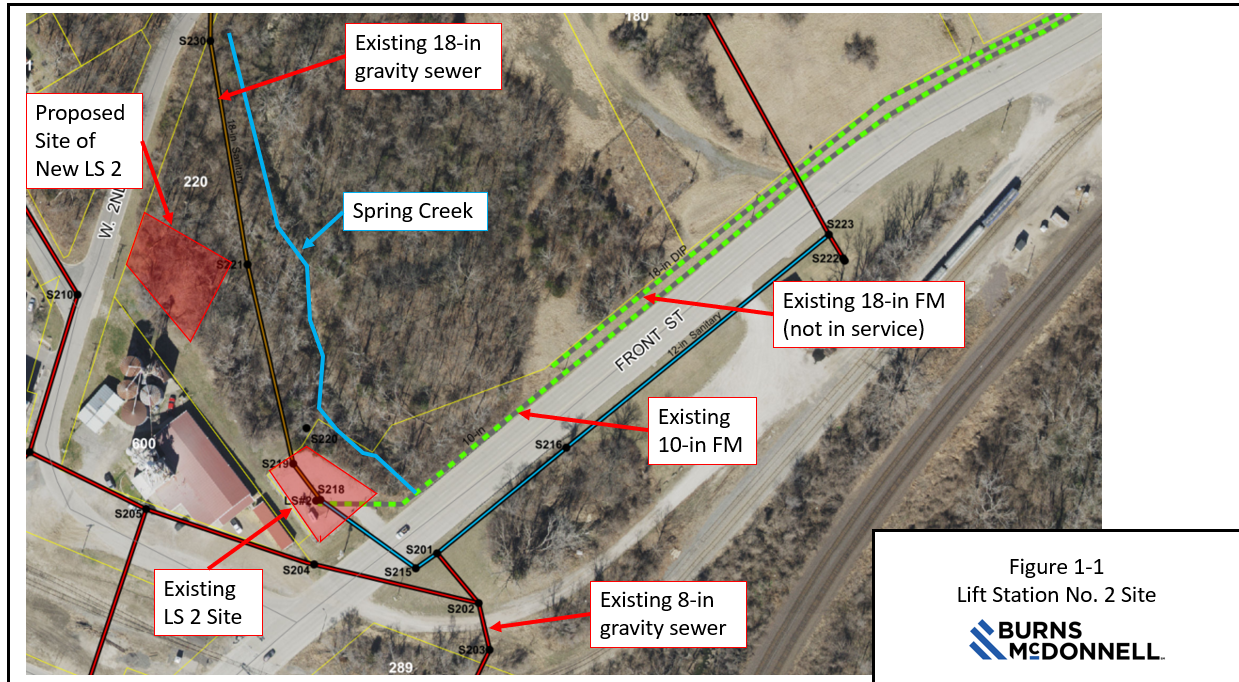


Figure 1-1: Lift Station No. 2 Site

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

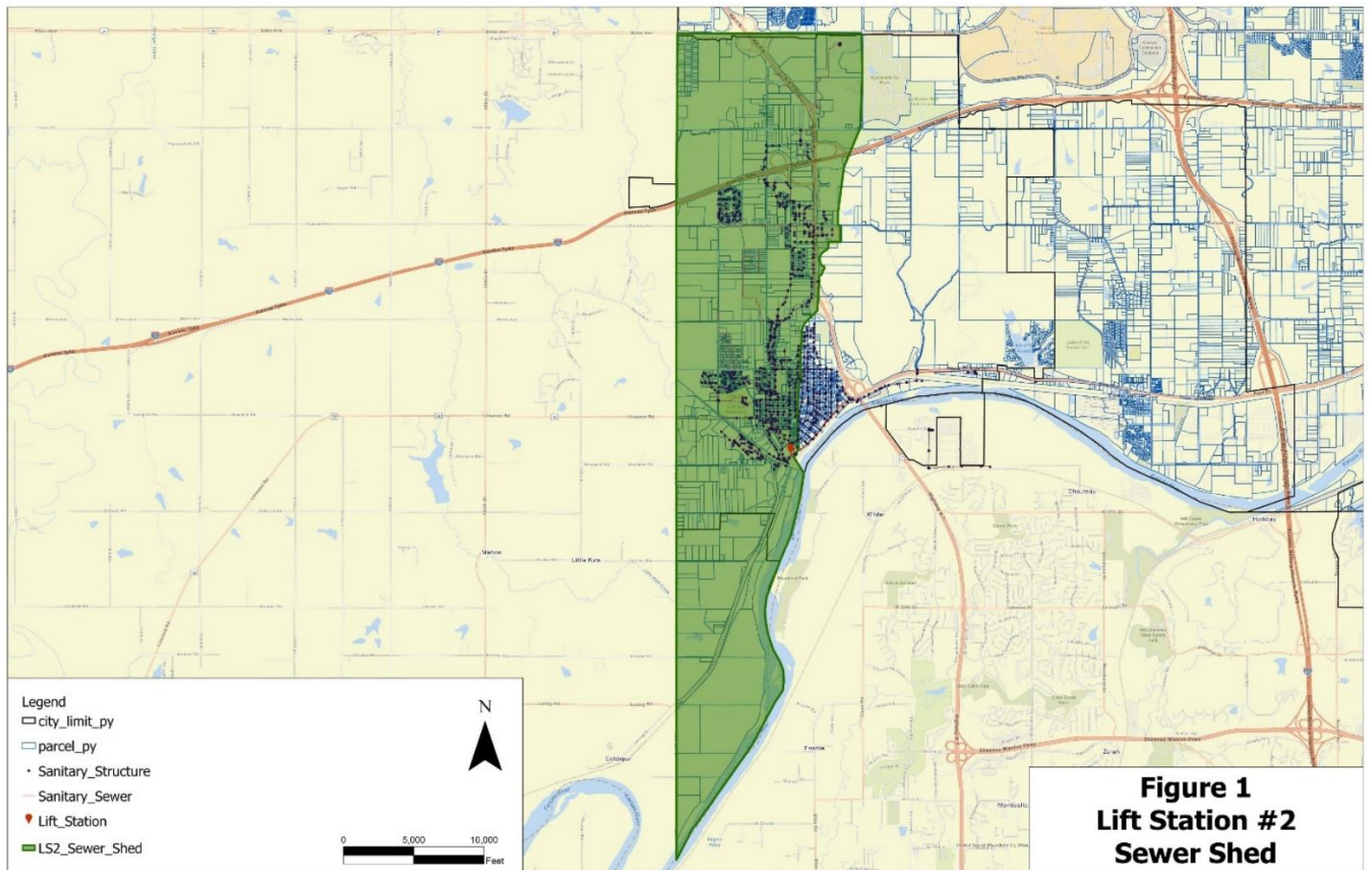


Figure 2-1: Lift Station No. 2 Sewer Shed

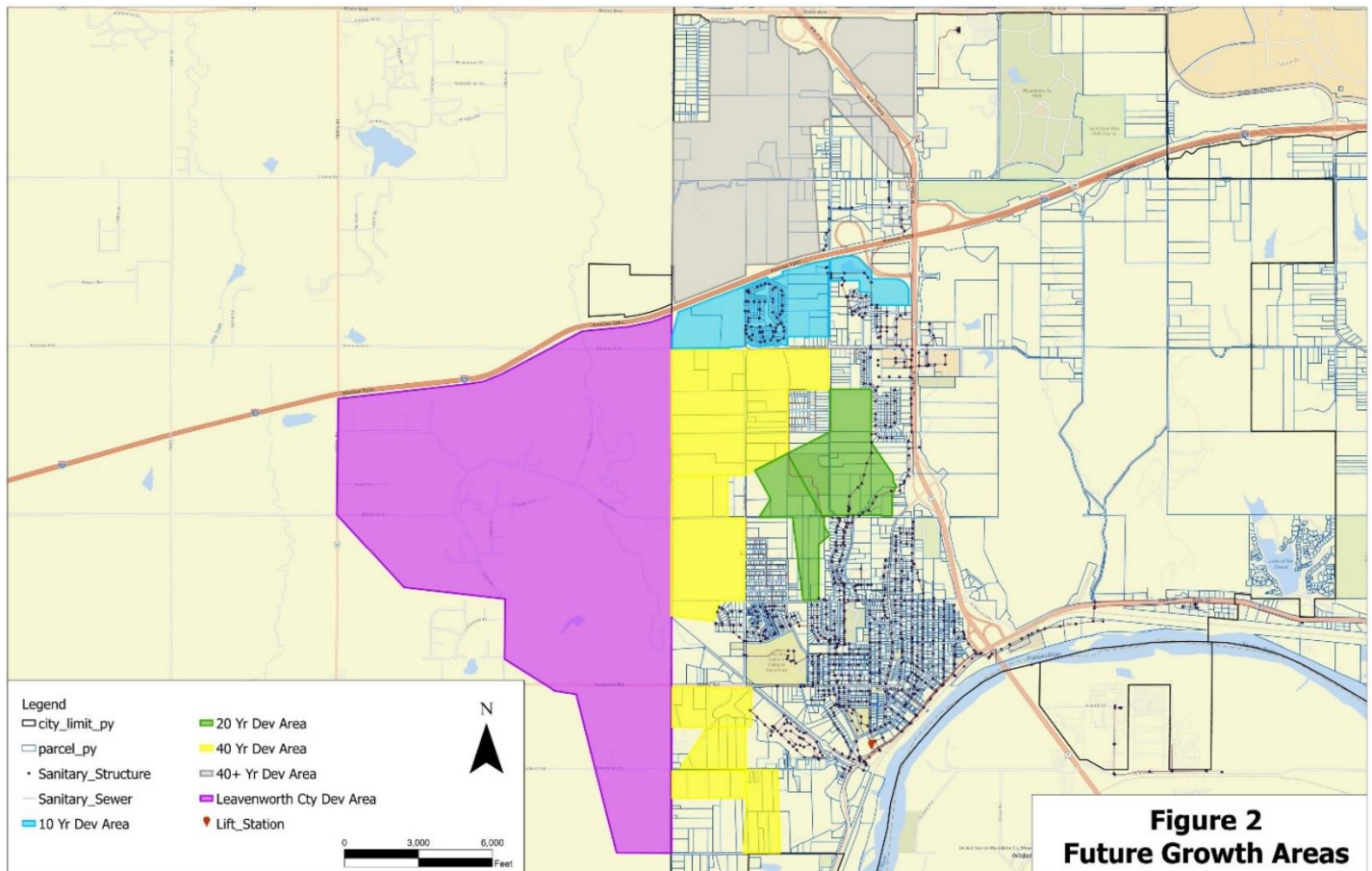


Figure 2-2: Future Growth Areas

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.

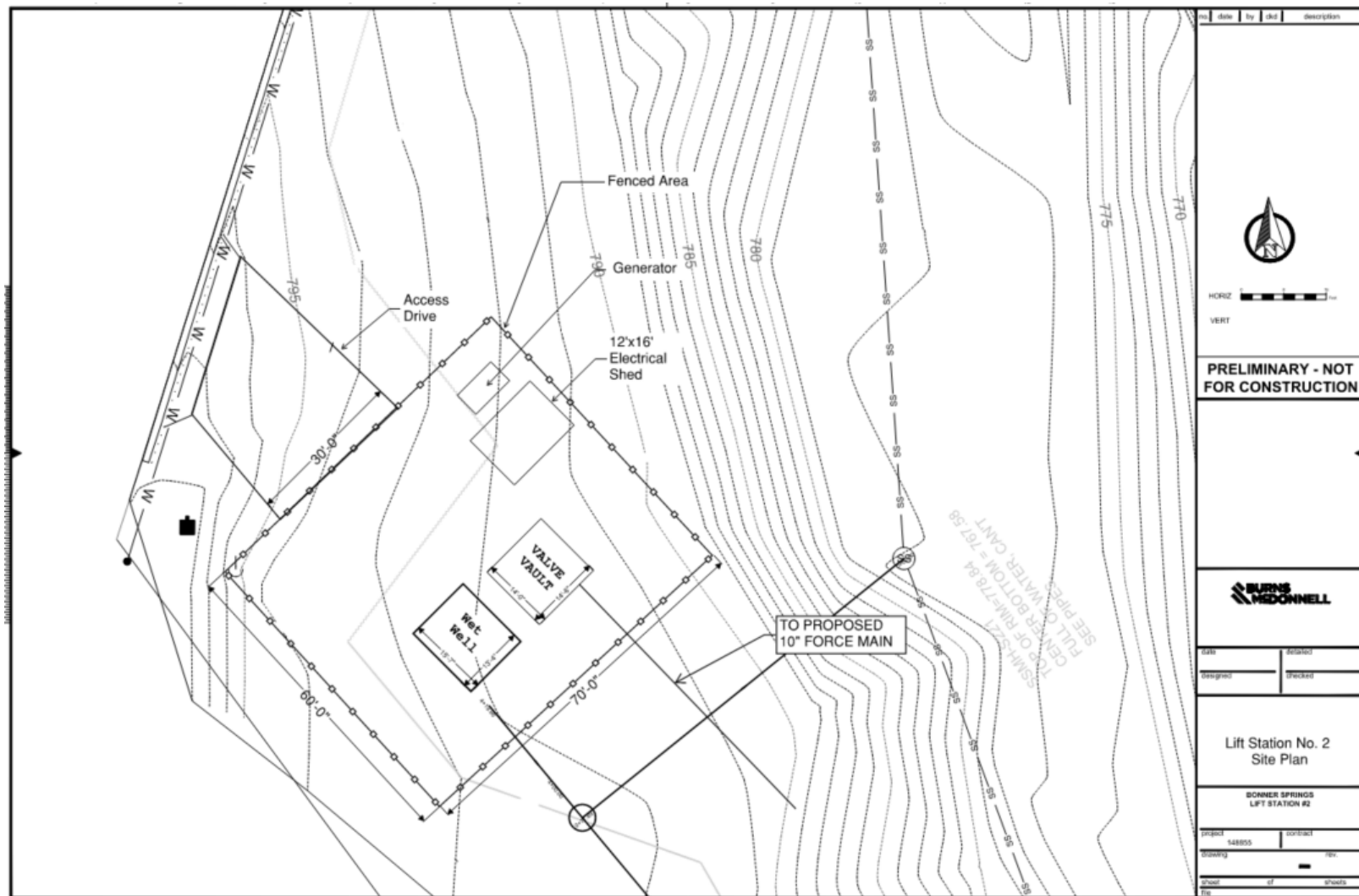


Figure 3-1: Proposed Lift Station No. 2 Site Plan

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.

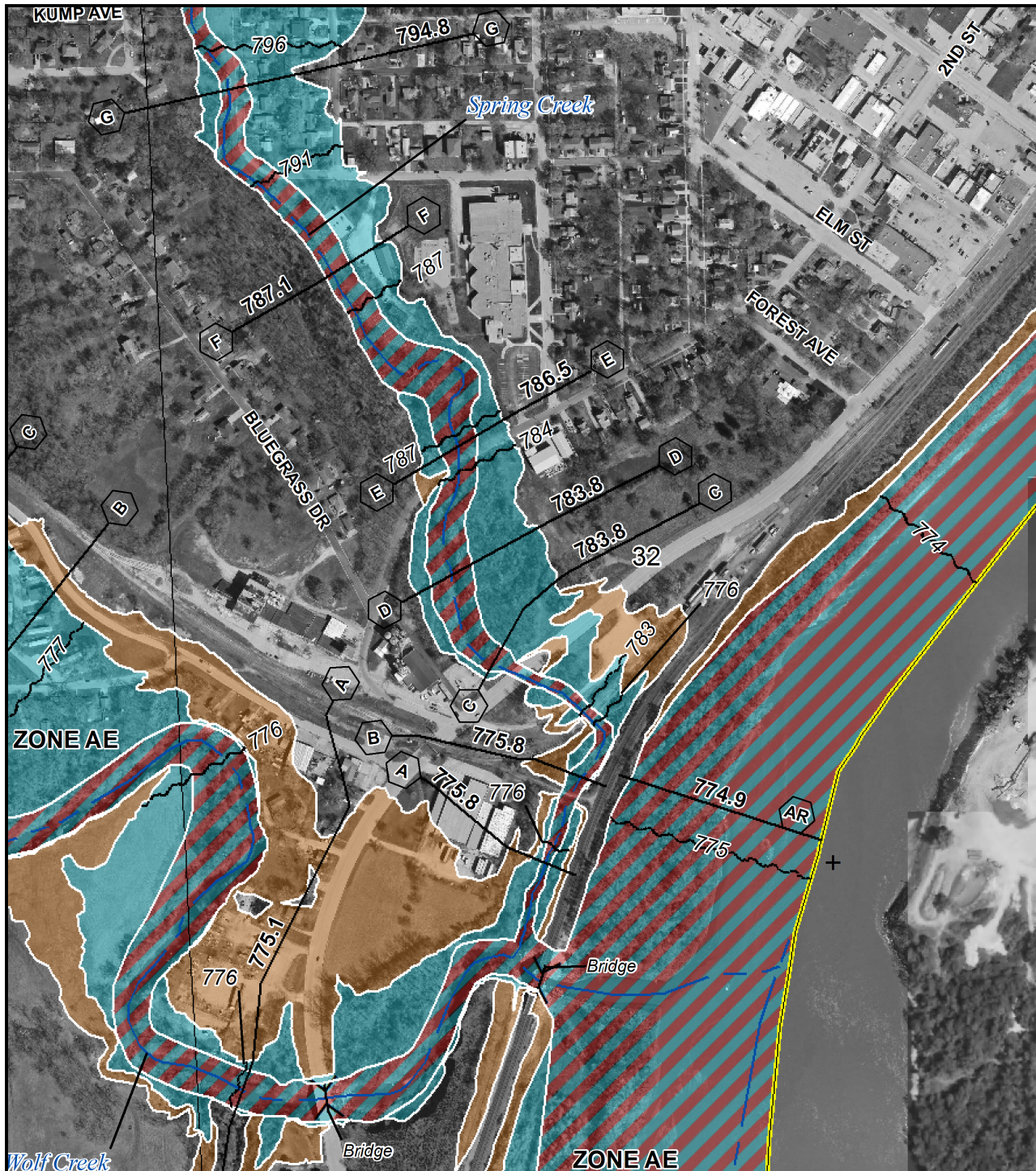
3.3 Sanitary Sewer Improvements Preliminary Design

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



N

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

1 inch = 500 feet

0 500 1,000

FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

**WYANDOTTE COUNTY,
KANSAS**
And Incorporated Areas
PANEL 117 OF 210

FEMA

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.

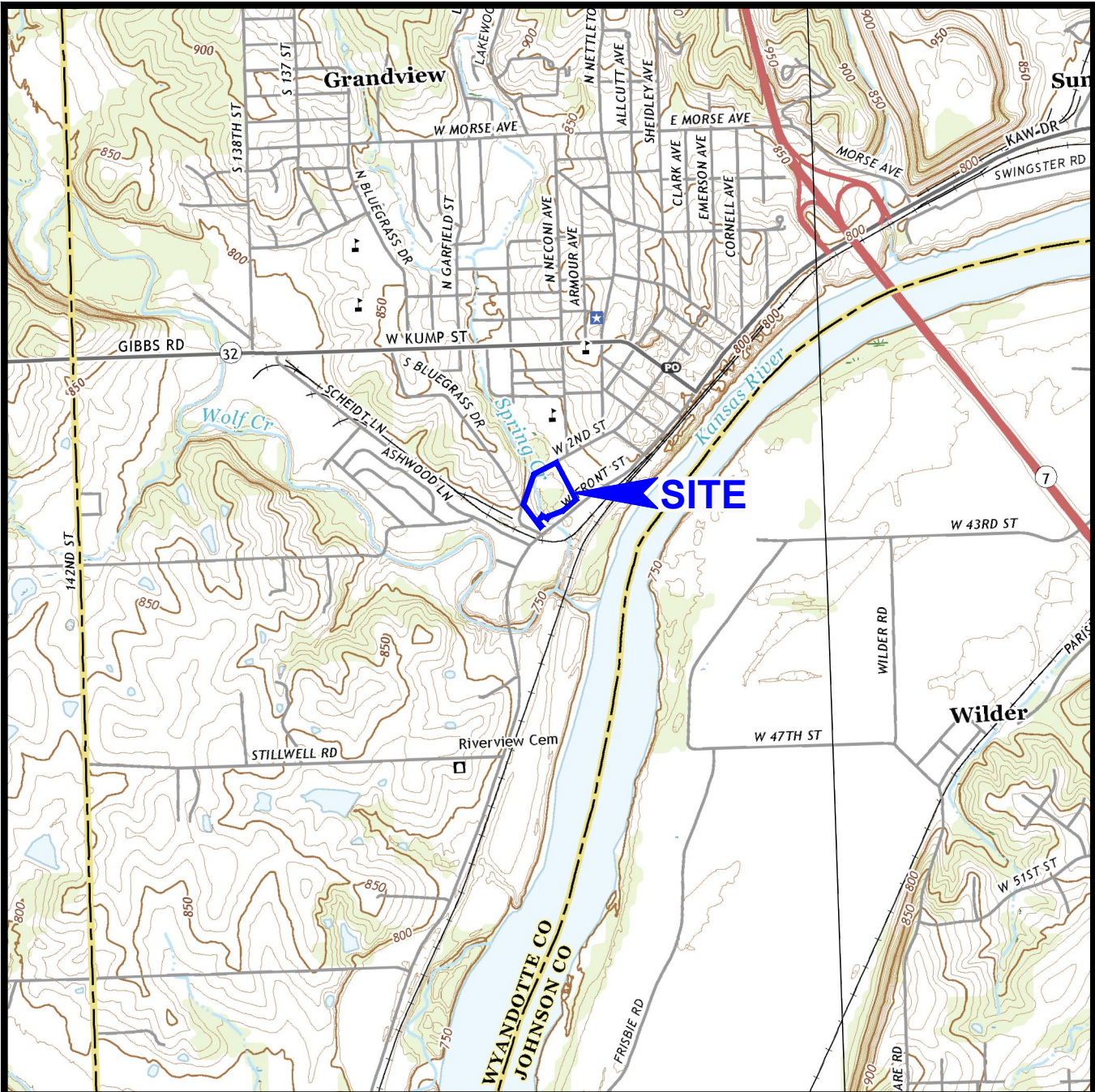
Our scope of service for this phase of the project did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on 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.

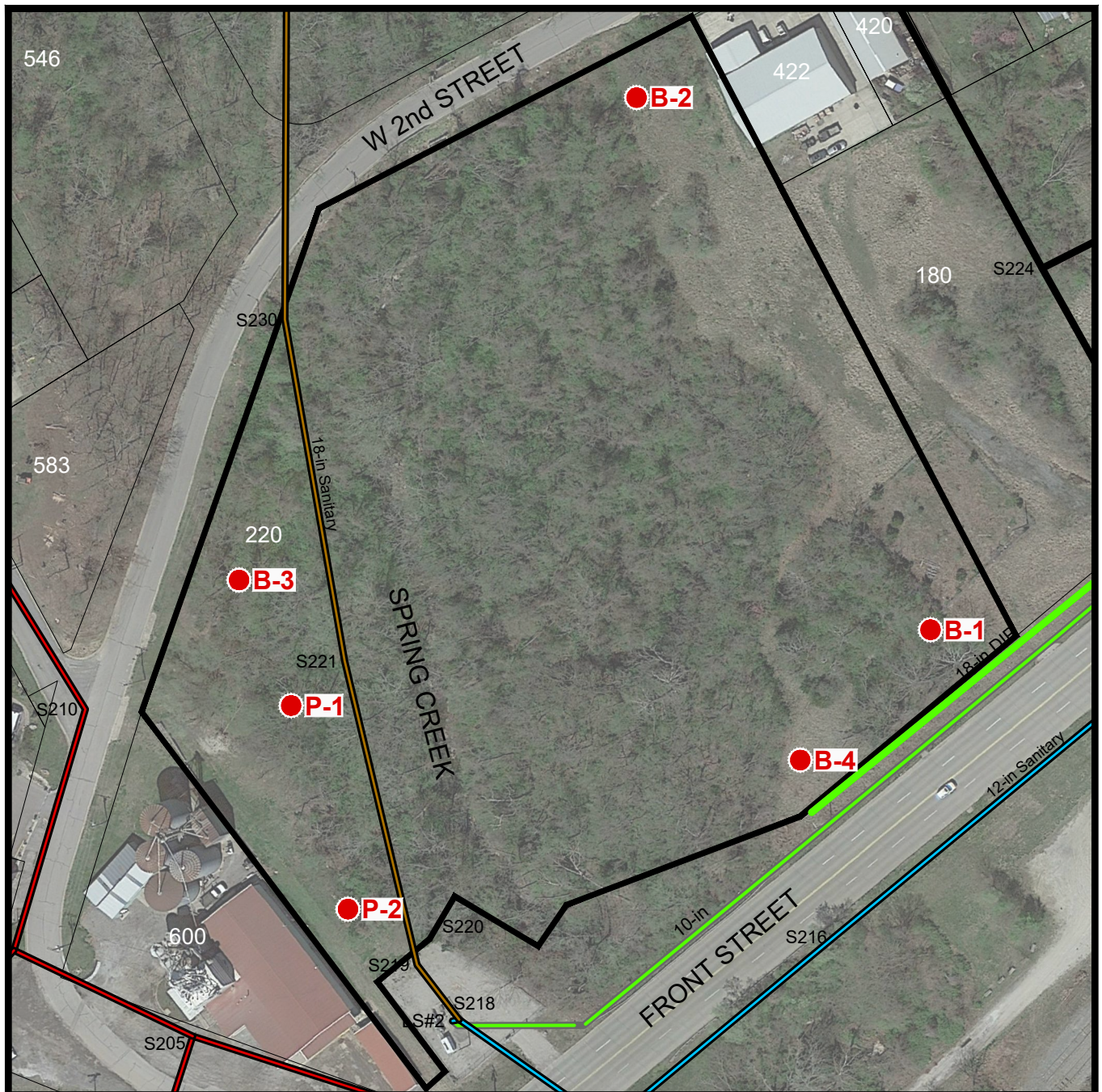


NOTES

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



Drawn By: WAH	Ck'd By: AHH	App'vd By: AMS
Date: 1-25-23	Date: 1-30-23	Date: 1-31-23
 GEOTECHNOLOGY A Universal Engineering Sciences Company		
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

0 120 240



SCALE IN FEET

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> Datum <u>WGS84</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		
DEPTH IN FEET	DESCRIPTION OF MATERIAL	STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)							
		WATER CONTENT, % PL ----- LL							
		10 20 30 40 50							
5	TOPSOIL FILL FILL - brown/dark brown lean clay	3-4-4	SS1	▲	●				
		3-4-5	SS2	▲	●				
		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	▲	●				
		104	ST6	○	●				
	trace sand	2-3-3	SS7	▲	●				
		2-2-2	SS8	▲	●				
		94	ST9	○	●				
		2-2-2	SS10	▲	●				
		2-3-4	SS11	▲	●				
		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

Drawn by: JDH
 Date: 1/18/23

Check by: SDG
 Date: 1/19/23

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

GEOTECHNOLOGY
A Universal Engineering Sciences Company

Bonner Springs
 Lift Station No. 2
 Bonner Springs, KS

LOG OF BORING: B-1

Project No. J039905.01

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

[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> 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												
(Additional chart area for water content)												
DEPTH IN FEET 5 10 15 20 25 30 35	TOPSOIL FILL		5-5-4	SS1 SS2 SS3 ST4 SS5 ST6 SS7 SS8	Detailed description of the SPT and Water Content charts from the image							
	FILL - dark brown lean clay with trace gravel		2-1-2									
	CLAY - dark brown and brown-gray, stiff to soft, lean - (CL)		2-4-5									
	80											
	3-2-2											
	97											
	0-1-1											
	1-3-1											
	Boring terminated at 30 feet.											

GROUNDWATER DATA

ENCOUNTERED AT 24 FEET ∇
 AT 12.5 FEET AFTER 24 HOURS ∇

REMARKS:

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

GEOTECHNOLOGY
A Universal Engineering Sciences Company

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

LOG OF BORING: B-2

Project No. J039905.01

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>		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								
DEPTH IN FEET		DESCRIPTION OF MATERIAL						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)								
								PLI WATER CONTENT, %				LL				
								10	20	30	40	50				
		TOPSOIL FILL														
		CLAY - red-brown, medium stiff to stiff, lean - CL			2-2-3		SS1	▲		●						
					2-3-4		SS2	▲		●						
5					2-4-5		SS3	▲		●						
					2-4-5		SS4	▲		●						
10																
		brown-gray and yellow-brown, shaley			4-5-7		SS5	▲		●						
15					100		ST6		○	●						
		LIMESTONE - light-gray, moderately hard, fresh and slightly weathered			99%		NQ1	●								
		2-inch yellow SHALE seam			72%											
		SHALE - gray and yellow, soft, slightly weathered					NQ2	●								
		LIMESTONE - light gray with yellow shale seams, moderately hard, slightly weathered			98%											
25					14%											
		light gray to gray, interbedded with yellow to gray shale, fresh and slightly weathered			94%		NQ3									
					7%											
30																
		SHALE - gray to black to light gray, soft and very soft, fresh to slightly weathered			100%		NQ4	●								
					100%											
35							NQ5	●								
					100%											
					98%											

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



GEOTECHNOLOGY
A Universal Engineering Sciences Company

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

LOG OF BORING: B-3

Project No. J039905.01

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

[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		
Datum <u>WGS84</u>		Δ - UU/2 $\bigcirc$ - QU/2 $\square$ - PP/2 0,5 1,0 1,5 2,0 2,5								
		STANDARD PENETRATION RESISTANCE (ASTM D 1586) $\blacktriangle$ N-VALUE (BLOWS PER FOOT)								
		WATER CONTENT, % PL ----- LL 10 20 30 40 50								
DEPTH IN FEET	DESCRIPTION OF MATERIAL									
	TOPSOIL FILL									
	FILL - brown and dark brown lean clay				5-5-3		SS1	$\blacktriangle$	$\bullet$	
5					3-4-6		SS2	$\blacktriangle$	$\bullet$	
	CLAY - brown, stiff to medium stiff, lean - (CL)				4-5-5		SS3	$\bullet$	$\bullet$	
10					82		ST4	$\bigcirc$	$\bullet$	
	gray-brown and gray									
15					2-2-2		SS5	$\blacktriangle$	$\bullet$	
					101		ST6	$\bigcirc$	$\bullet$	
20					3-3-5		SS7	$\blacktriangle$	$\bullet$	
25					2-3-4		SS8	$\blacktriangle$	$\bullet$	
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



GEOTECHNOLOGY
A Universal Engineering Sciences Company

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

LOG OF BORING: B-4

Project No. J039905.01

REMARKS:

[illegible]

[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								

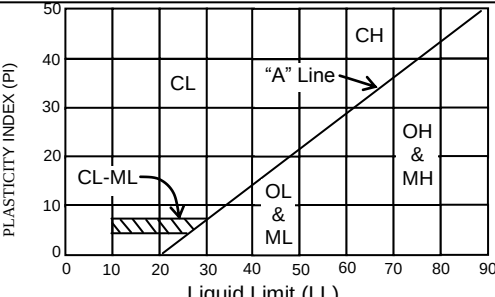
SOIL STRUCTURE

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

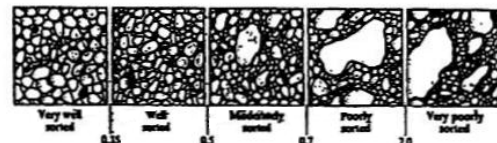
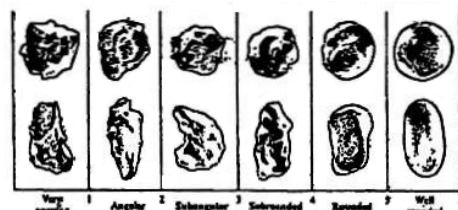


FIGURE 2: Angularity Criteria



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

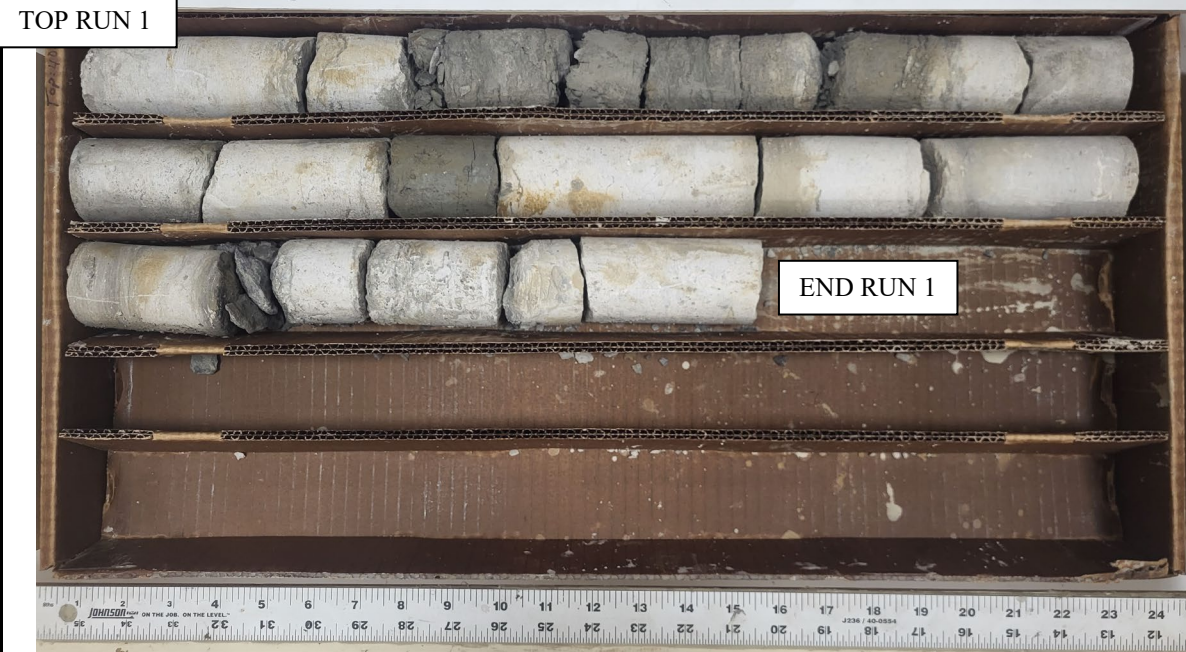
Rock Core Photographs

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

2

3

Depth (ft)

18.0 - 21.0

21.0 – 26.0

26.0 – Cont.

Recovery (%)

99

98

94

RQD (%)

72

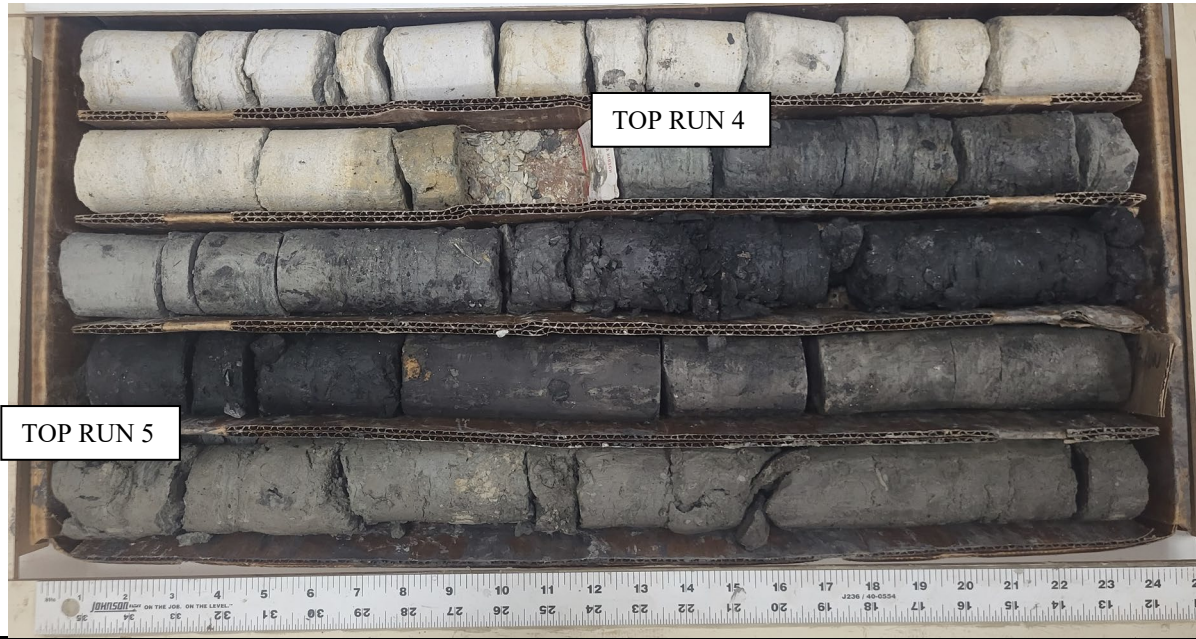
14

7

B-3

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

J039905.01

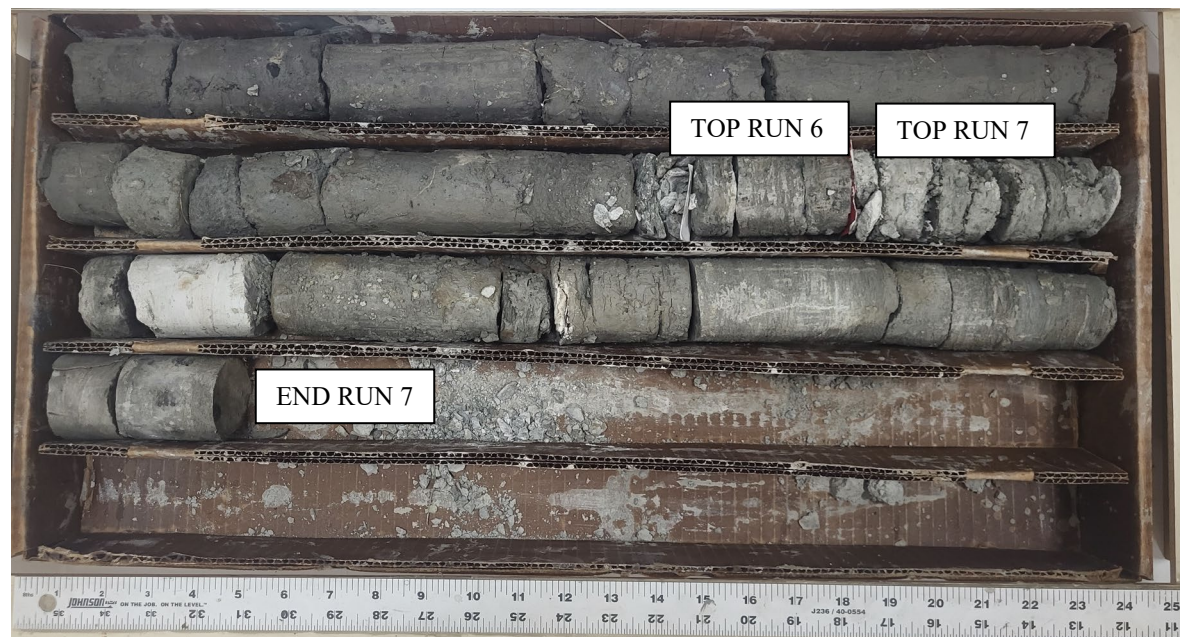


<u>Run No.</u>	<u>Depth (ft)</u>	<u>Recovery (%)</u>	<u>RQD (%)</u>
3	Cont. – 36.0	94	7
4	36.0 – 40.5	100	100
5	40.5 – Cont.	100	98

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: _____



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

C800605

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

Sulfide

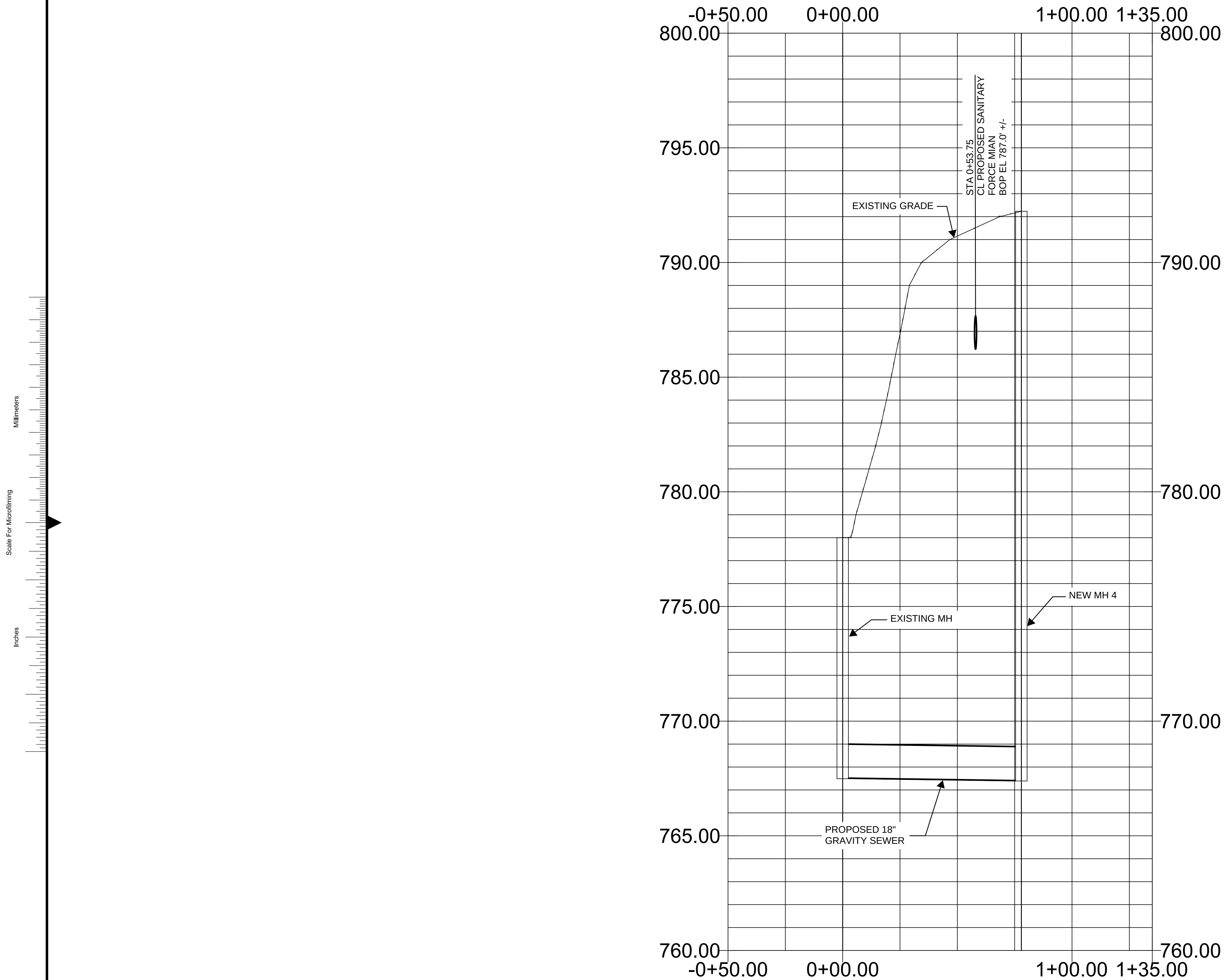
Item	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	Preserved Containers		LAB USE ONLY
						Unpreserved	Preserved	
1	B-1 ST-12 35'-36'	PS	1/30/2023 15:00	60420927001	Solid	1		
2	B-3 ST-6 15'-17'	PS	1/30/2023 15:30	60420927002	Solid	1		
3								
4								
5								

Transfers			Released By	Date/Time	Received By	Date/Time	RUSH REQUEST	
1				1/31/2023	Gil Clark	2/1/23 0920		
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			

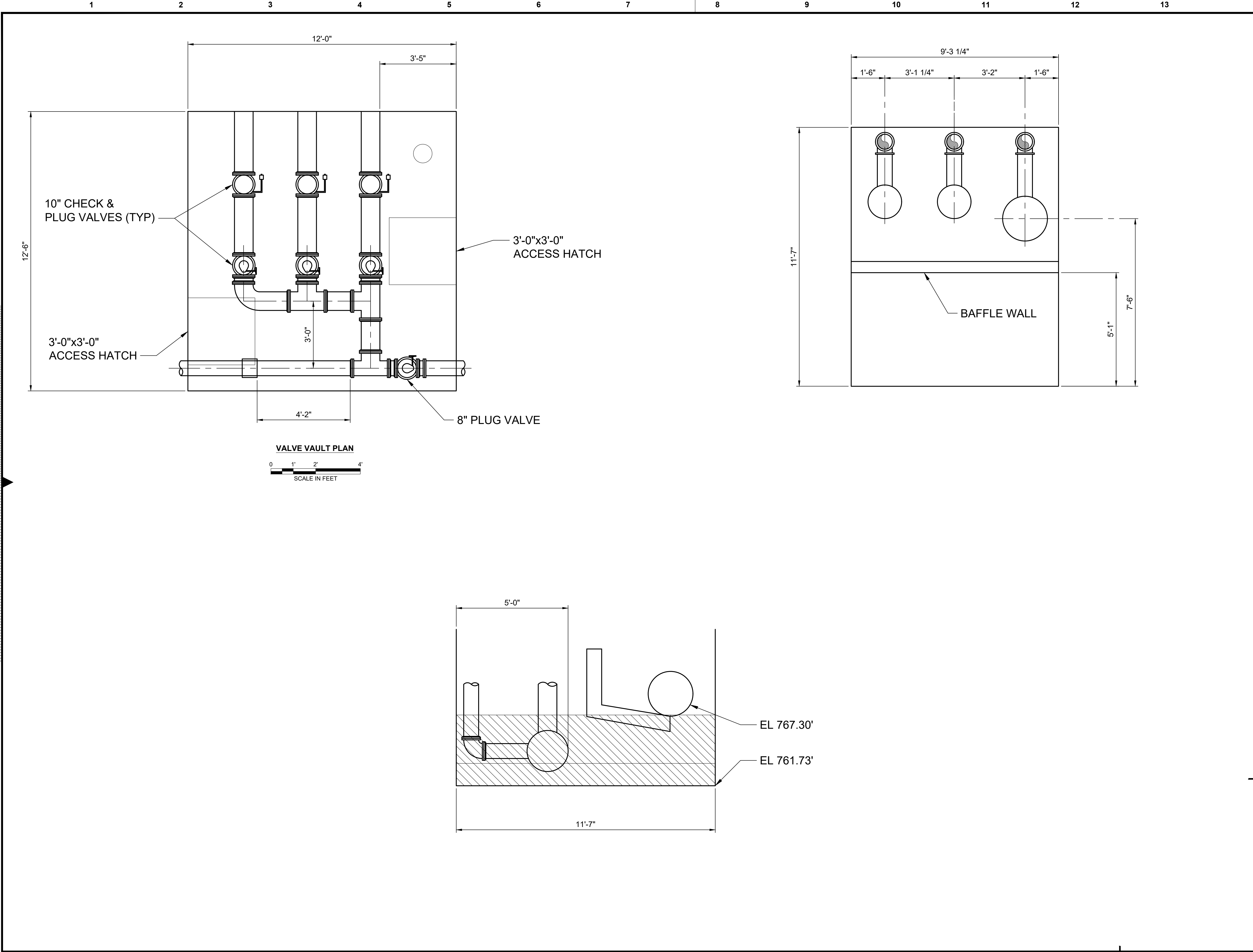
***In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document.

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

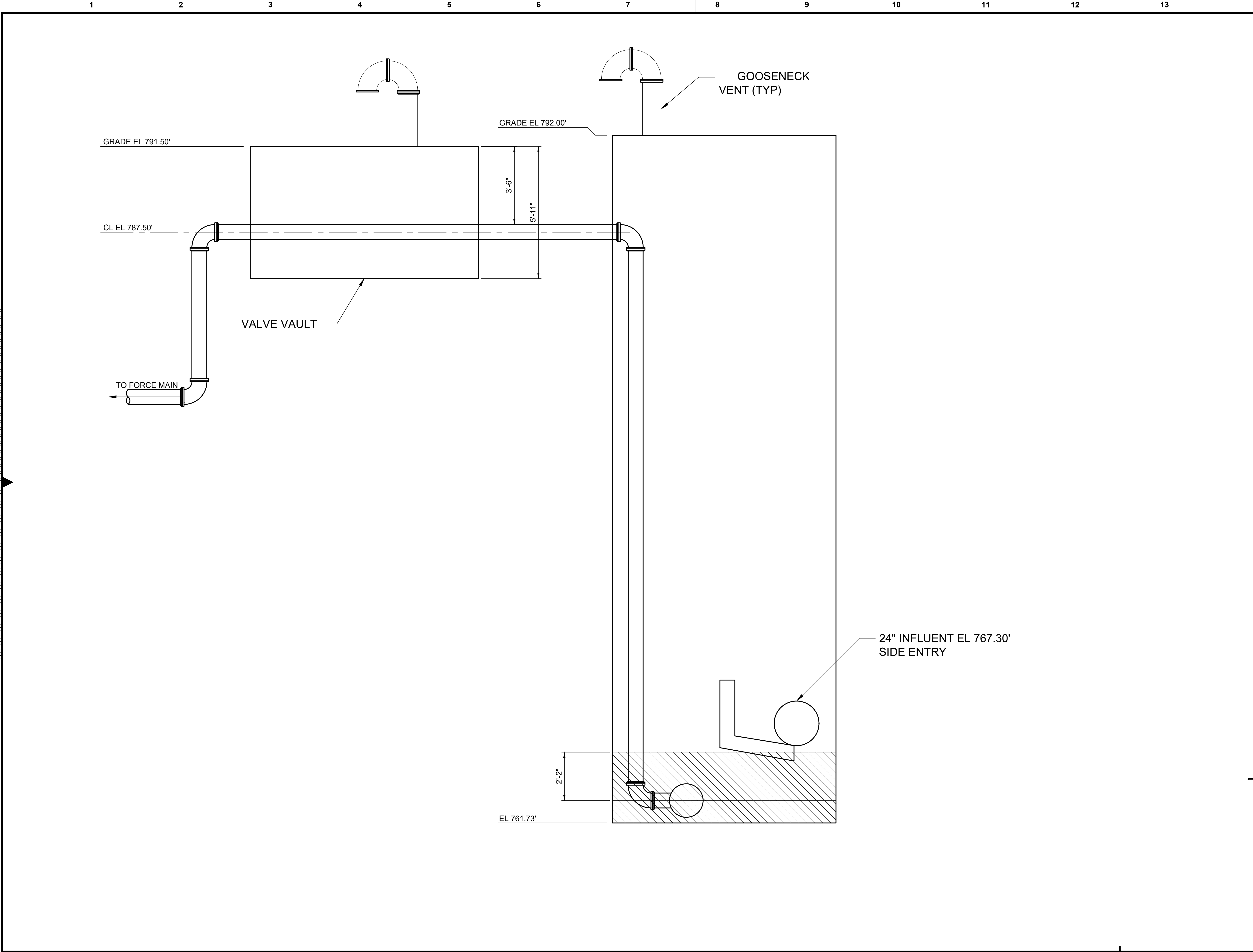
APPENDIX C – PRELIMINARY DRAWINGS



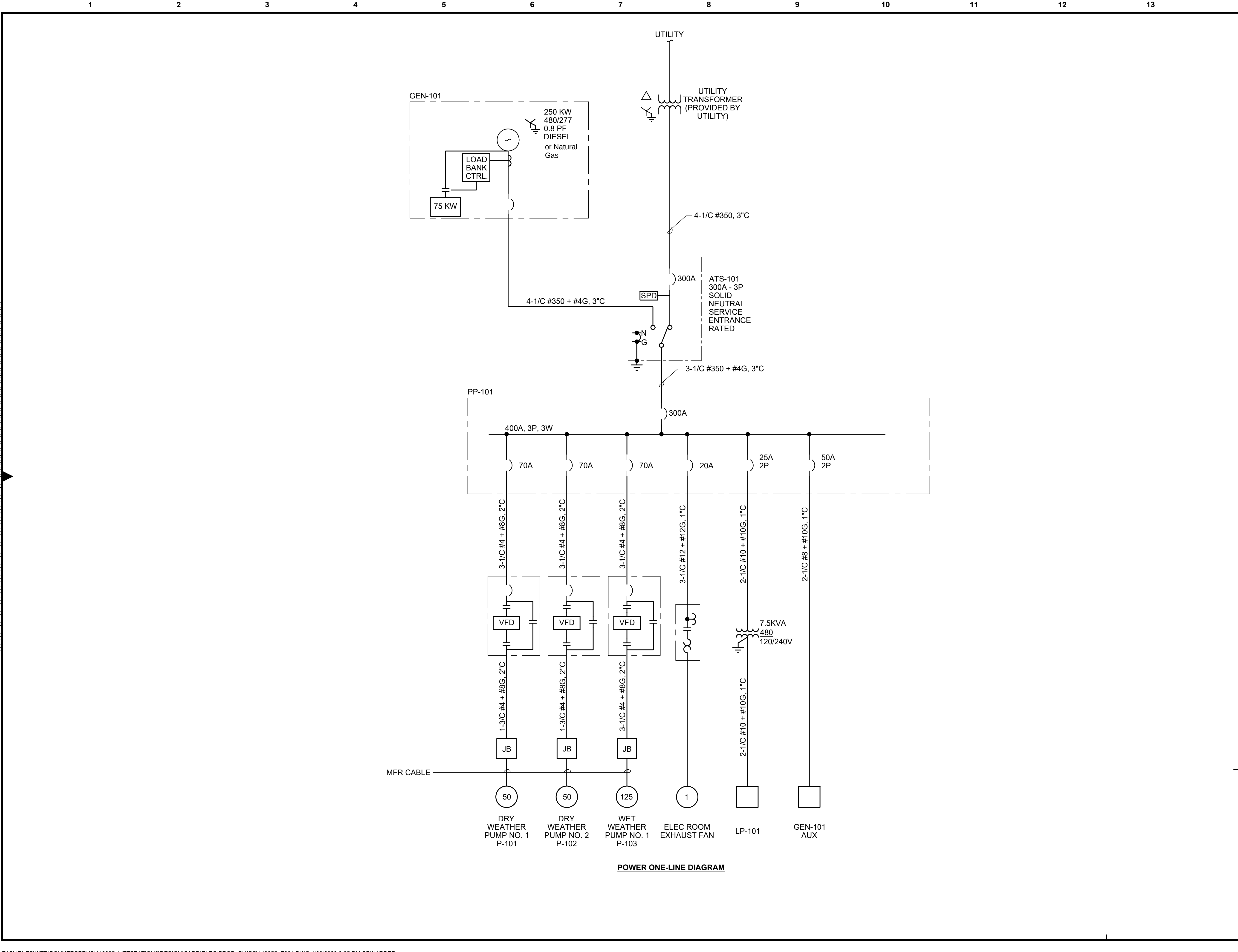
no.	date	by	ckd	description
HORIZ 0 25 50 Feet VERT 0 2.5 5 Feet				
PRELIMINARY - NOT FOR CONSTRUCTION BURNS MCDONNELL 9400 WARD PARKWAY KANSAS CITY, MO 64114 816-333-9400 Burns & McDonnell Engineering Co, Inc. LICENSEE NO. E-65 CASCONSTRUCTORSLLC AN ALBERICI ENTERPRISE				
date FEBRUARY 28, 2023		detailed		
designed W. REILLY		checked		
Sanitary Sewer Profile 18-inch				
BONNER SPRINGS LIFT STATION #2				
project 148855		contract		
drawing		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	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
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 CASCONSTRUCTORSLLC 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	E004	rev.	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: June 12, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Water Treatment Facility Project - Owner's Rep Supplemental Agreement

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve Supplemental Agreement No. 1 with BG Consultants, Inc. for continued Owner's Representative services associated with the Water Treatment Facility Project.

Background: The City of Bonner Springs entered into an agreement with BG Consulting in October, 2020. The agreement provides oversight, coordination, and project management as the City's representative associated with the Design/Build Water Treatment Facility Project. The original agreement expires December 31, 2023 and needs to be updated and extended.

Discussion: The Design/Build approach includes the contracted services of an Owner's Representative to assure the City's interests and the KDHE requirements are met from inception to completion of the project. This supplemental agreement extension is intended to continue to provide these support services thru the completion of the project.

Financial Impact: The current expenditures, to date, for these services has been approximately \$140,000. These costs were incurred primarily during the plan/project development stages of the project. The project has now advanced to include construction, management, and inspection stages, which are more labor intensive and expensive. The actual costs are based on hourly expenses and are estimated to be approximately \$450,000 to complete and close out the project over the next 18 to 24 months.

These expenses are part of the anticipated project costs and are expected to be paid from the State Revolving Fund (SRF) Loan already established for this purpose.

Supplemental Agreement No. 1
to
Agreement – Consultant-Client
Between
City of Bonner Springs, Kansas and BG Consultants, Inc.
For
Owner’s Representative Services
Water Supply and Treatment Plant
Lawrence, Kansas

The purpose of this Supplement No. 1 is to modify the scope of services of the original contract. The **City of Bonner Springs, Kansas**, hereinafter called the CLIENT, and **BG Consultants, Inc.**, hereinafter called the CONSULTANT, were parties to the original agreement. This agreement is a supplement to the AGREEMENT dated October 27th, 2020.

SECTION I – SCOPE OF SERVICES

Under the terms of Supplemental Agreement No. 1, the CLIENT and CONSULTANT agree to modify the AGREEMENT as follows:

- Delete Section 4.1.1 and replace it with the section below:
 - 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before July 1, 2025. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- Delete the 2020 BG Consultants Standard Hourly Rates in Exhibit 3 and replace it with the attached 2023 BG Consultants Standard Hourly Rates. Note that the hourly rates are effective for services through December 31st of the listed year and are subject to revision annually.

SECTION II – COMPENSATION

Billing procedures and all other items pertaining to compensation are as described in the AGREEMENT.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this _____ day of _____, 2023.

BG Consultants, Inc.
CONSULTANT

By 
David J. Hamby, P.E., CFM

Title Vice President

Date June 7, 2023

City of Bonner Springs, Kansas
CLIENT

By _____

Title _____

Date _____

2023 BG CONSULTANTS STANDARD HOURLY RATES		
POSITION		STANDARD PER HOUR 2023
PRINCIPAL III		\$294.00
PRINCIPAL II		\$255.00
PRINCIPAL I		\$244.00
ENGINEER/ARCHITECT V		\$229.00
ENGINEER/ARCHITECT IV		\$192.00
ENGINEER/ARCHITECT III		\$178.00
ENGINEER/ARCHITECT II		\$168.00
ENGINEER/ARCHITECT I		\$152.00
INTERN ENGINEER/GRADUATE ARCHITECT IV		\$173.00
INTERN ENGINEER/GRADUATE ARCHITECT III		\$160.00
INTERN ENGINEER/GRADUATE ARCHITECT II		\$151.00
INTERN ENGINEER/GRADUATE ARCHITECT I		\$130.00
TECHNICIAN IV		\$149.00
TECHNICIAN III		\$135.00
TECHNICIAN II		\$117.00
TECHNICIAN I		\$105.00
TECHNICIAN		\$84.00
SENIOR CONSTRUCTION OBSERVER		\$146.00
CERTIFIED CONSTRUCTION OBSERVER		\$121.00
CONSTRUCTION OBSERVER		\$106.00
SENIOR PROJECT SURVEYOR		\$191.00
PROJECT SURVEYOR		\$188.00
ASSISTANT PROJECT SURVEYOR		\$125.00
FIELD SUPERVISOR		\$117.00
FIELD SURVEYOR II		\$95.00
FIELD SURVEYOR I		\$82.00
CLERICAL II		\$78.50
CLERICAL I		\$63.00
Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.		
2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.		
3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.		

Memorandum

Date: June 12, 2023
To: Mayor and City Council
From: Michael Krauze

Subject: Disposition of City-Owned Vehicle

Recommendation: Captain Krauze recommends approval.

Action: Make a motion to approve the sale of a 2009 Ford E-350 Van to Bernese Auction Rescue Coalition for the amount of \$7,500.

Background: City staff were contacted by the Bernese Auction Rescue Coalition (BARC) about possibly purchasing the old Animal Control van. The vehicle is no longer in use by the Department.

Discussion: In order to consider the sale of the vehicle, City staff contacted three local organizations (Vaughn Trent, Bonner Springs Animal Rescue and Pantry of Hope) and advised them of the availability of the van. Despite this outreach, the Police Department only received one offer, which was from BARC for the amount of \$7,500. Kelly Blue Book currently values the vehicle at \$8124-\$9599.

Alternatively, the City can auction the vehicle on Purple Wave, retain it and/or sell it as a trade for future vehicle purchase.

Financial Impact: The City would receive \$7,500 which would be placed in the General Fund.

From: [Barbara Getchell-Sherman](#)
To: [Michael Krauze](#)
Subject: [External sender] BARC Animal Control Truck Offer
Date: Monday, May 15, 2023 7:24:34 PM

Caution: This email originated from outside the organization and may contain suspicious content! Only click on links or open attachments if you trust this email.



May 15, 2023

Dear Captain Michael Krause;

Bernese Auction Rescue Coalition (BARC) is very interested in purchasing your Ford E-350 animal control vehicle.

BARC is a 501(c) 3 nonprofit corporation dedicated to rescuing, rehabilitating, and rehoming purebred Bernese Mountain Dogs. Our Federal Identification Number is 48-1242683. BARC's corporation is registered in Kansas.

BARC has been rescuing a greater number of dogs every year and personal cars are just not working for us anymore. In April alone we rescued 38 dogs. We do want to make an offer and wish it could be greater, but we work solely on donations and vet bills have become astronomical since the pandemic. We know our offer of \$7,500 for the truck may be below the full market value, but like most rescue organizations we operate on a tight budget.

Should you require further detail on our organization or would like to discuss our offer further, please me feel free to contact me.

Sincerely,

Barbara Getchell-Sherman

BARC's VP and Foster Coordinator

bgs82@sbcglobal.net

815-383-2087

6364 Fairway Cove Dr.

Port Orange, FL

32128

Memorandum

Date: June 12, 2023
To: Mayor and City Council
From: Mark Stites

Subject: Purchase of a Replacement Code Enforcement Vehicle

Recommendation: The Community Development Director recommends approval.

Action: Make a motion to approve the City Manager to purchase a replacement Codes Enforcement vehicle for an amount not to exceed \$43,000.

Background: The Code Enforcement Officers vehicle was taken to a local dealership and was in need of over \$6,000 in repairs at last estimate. The estimate included replacing broken engine mounts, bent/broken transmission mounts, and transmission issues. Recently, staff discovered that radiator fluid may be infiltrating the engine block and allowing water and oil to mix. Government contract purchasing ended and no known restart date was available from the dealership. The dealership told staff that they were not sure when delivery of previously purchased vehicles would occur. Staff searched several dealerships within a 4-state region and priced several different vehicles of the same make and model. Many of these vehicles, we came to find out, were actually not available, but were being advertised on websites. Most of these we determined were either still in the production line, already purchased or in transit with no known delivery date.

We located a vehicle in Pittsburg, Kansas that would meet our needs and can be delivered to us at a reasonable cost. The current CIP has funds in the amount of \$28,000, but due to the pandemic and supply chain issues, vehicle prices have nearly doubled. Additional funds are available from the personnel fund due to the unfilled Building Inspector position.

Discussion:

Financial Impact: The CIP funds will be used for the vehicle purchase. Additional funds will be utilized from personnel funds.

Request for Transfer of Budget Authority

Reason for Transfer of Budget Authority: _____ There is \$28,000 budgeted in the Equipment Reserve Fund for a Codes Vehicle.
 We are unable to find a vehicle for purchase at this price. The current vehicle is in need of major repairs.
 Budget authority and full-time wages is available due to hiring lag of the building Inspector position.

<u>Account Name</u>	<u>Account Number</u>	<u>Current Budget Authority</u>	<u>Requested Budget Authority</u>	<u>Change in Budget Authority</u>
Full Time Wages	300-157-000-701020	\$385,054.00	\$370,054.00	(\$15,000.00)
Vehicular Equipment	300-157-000-704300	\$0.00	\$15,000.00	\$15,000.00
				\$0.00
				\$0.00
				\$0.00
Total			(Must total \$0.00)	\$0.00

Requested By: _____

Finance Director _____

City Manager _____






1097 S Highway 69 • Pittsburg, KS 66762 • 620.231.7700
www.MikeCarpino.com



Purchase Agreement

NATHAN HERRELSON
Mike Carpino Ford Lincoln
1097 S Highway 69
Pittsburg, KS 66762

Buyer	Co-Buyer	Vehicle
City Of Bonner Springs Mark Stites Bonner Springs, KS D: (913) 422-1020 mstites@bonnersprings.org		2023 Ford Ranger XLT VIN: 1FTER4FH3PLE06461 Stock #: NT2373 Mileage: Color: Oxford White

Purchase Details	
Accessories:*	\$200.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Admin Fee:	\$299.00
Total Taxes:	\$0.00
Total Sales Price:	\$39,024.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$39,024.00

delivery

X

Customer Signature

Date

* Accessories: Delivery: \$200.00

X

Manager Signature

Date

Disclaimer:

Payments are estimated based on credit approval.

Printed 6/9/23 3:29 PM

City Manager's Update

Date: June 9th, 2023

To: Mayor and City Council

General

- **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>

- **Evenings on Oak** – Every 2nd Thursday from 5 PM - 8 PM, June to October, the 100 - 300 blocks of Oak Street will be ALIVE with the Farmer's Market, outside vendors' booths, food trucks, live entertainment and our very own, City Band concert around 8:30 PM!
- The City and the ownership group of 120 Oak Street submitted a Moderate-Income Housing grant application on June 2 for \$1.7 million dollars for the 120 Oak project. The City Council approved a resolution in support of this project on May 22. The overall project is estimated to cost \$17 million dollars and would provide approximately 50 moderate-income housing apartments and 50 market-rate apartments. The city should find out in August if the application was successful.
- The City of Bonner Springs will host the **Midwest Travel Writers Conference** evening reception on June 9 at the Fuel House/Olde Mill Properties. The conference will bring in 130 travel writers/influencers to the Kansas City area. Visit KCK was the sponsoring organization for the conference.
- Bonner Springs hosted travel writer **One Delightful Life** (Vanessa Whiteside) over the weekend of June 2-4. She toured and participated in several “things to do in Bonner Springs” and will write all about her experiences in Bonner Springs in a future blog post. Some of the attractions visited were Junker’s Jamboree, Cedar Ridge Disc Golf Course at North Park, and Zip KC’s Wild Woman Challenge, along with several local businesses and restaurants. We will post and share her blog once it is published.

Chamber

Upcoming Events:

Fri. 6/19 Summer Movie at Edwardsville City Hall Green Space
Sat. 6/10 Cars & Coffee at The Fuel House: 8AM-12PM
Tues. 6/13 Morning Mingle at Cool Heat KC: 9AM-11AM
Wed. 6/15 Father's Day card-making at the Library: 2PM-3PM
Thurs. 6/15 City Band Concert: 8:30PM
Thurs. 6/22 Happy Hour at 10&2 Coffee: 4PM-7PM
Thurs. 6/22 City Band Concert: 8:30PM
Fri. 6/23 StoryTime at the Pool: 11AM-12PM
Sat. 6/24 Jerry Lee Jarrett Life Center Grand Opening: 1PM
Thurs. 6/29 Bonner Blast + City Band + Food Trucks: 5PM-9PM
Wed. 7/5 Tiblow Days meeting at Harrington Event Center: 9AM
Thurs. 7/13 Chamber Luncheon at Edwardsville Community Center: 11:30AM

Fri. 7/14 Savvy Hair Salon Open House & Ribbon Cutting: 4PM-7PM

Tues. 7/18 Morning Mingle at Fancy Fanny: 9AM-11AM

Library

There are several events coming up at the Bonner Springs Library. Please visit the library official website [HERE](#) for more details.

Recreation

- The pool is OPEN for the 2023 season! Due to staffing, after-hours rentals are limited.
- Camp Great Adventure started on Monday, June 5th. Camp is nine weeks long and each week is on a waitlist.
- Registration is still open for Open League Softball (formally Men's Softball) - deadline to register your team is July 7th
- Construction for the concrete pad for the fitness court on Nettleton should begin in the next month. The Recreation and Open Spaces Advisory Committee (ROSA) has discussed naming of the park and a final recommendation is in the works.
- City Band concerts are on Thursdays as follows:
 - June 15
 - June 22
 - June 29 – Bonner Blast
 - July 6
 - July 13
 - July 20
 - July 27
 - August 25 – Tiblow Days
- All camp grant funds have been spent and reported. The grant covered the cost of items such as: gym lighting, craft room renovation, flooring update for sunflower room, honeybee room, craft "bison" room, restrooms, and hallway; four free weeks of camp for eight campers, camp licensing fee, lower-level restroom renovations, field trips, staff wages from June 2022-April 2023, camp supplies, staff certifications, and more!

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																
EV-01-23	March 17, 2023	Guy Tiner	518 N. Nettleton Ave	Right of way vacation	PENDING - Tabled			May 16, 2023	PENDING	June 12, 2023	PENDING - Tabled	Guy Tiner	R-1	NA	1	
MAY 2023 SUBMITTALS - CUT OFF DATE 5/15 FOR 7/18 PC MEETING																
ST-02-23	May 17, 2023	Olde Mill Properties Garage Addition	611 W. 2nd Street	Site and Landscape Plan Review	PENDING			June 20, 2023	PENDING			Olde Mill Properties - Hunter Salsbury	C-2	NA	1	6.89
BZA-02-23	June 2, 2023	The 120 On Oak	120 Oak Street	Variance	PENDING	August 15, 2023						Chad Schimke	C-1	NA	1	1.9+/-

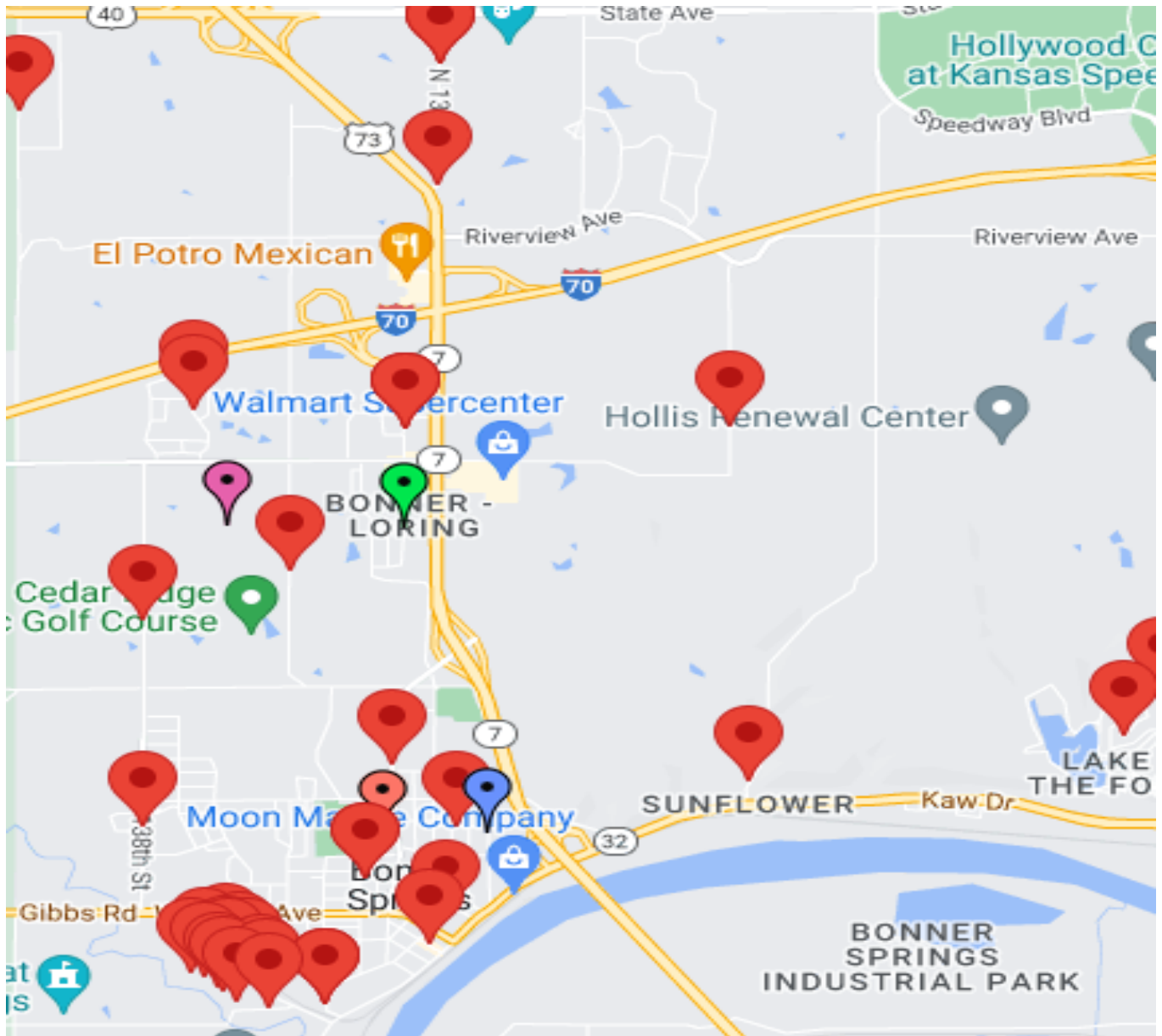
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COMPLETED PLANNING PROJECTS - 2023																
NOVEMBER 2022 SUBMITTALS - CUT OFF DATE 11/14 FOR 1/17 PC MEETING																
BSCP-02-22	November 14, 2022	Bonner Springs Industrial	720 N. 118th Street	Comp Plan Change	PC APPROVED			January 17, 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
BZA-01-23	March 13, 2023	Jerry Lee Jarrett Life Center	143 W. Insley	Sign Variance	APPROVED	#####	PENDING					Marti Palmer - View Sign and Light	R-1-A	NA	1	

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 5/15/2023 THRU 6/4/2023

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	1
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	1
DRIVEWAY.....	0
DEMOLITION.....	0
ELECTRICAL.....	5
FENCE.....	2
FIREWORKS.....	3
GENERAL INSPECTION.....	0
MECHANICAL.....	1
OPEN FLAME.....	0
PLUMBING.....	2
POOL, ABOVE GROUND.....	1
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	2
RESIDENTIAL MANUFACTURED MOVE-IN.....	14
RESIDENTIAL NEW/ADDITION.....	0
RESIDENTIAL REMODEL.....	0
RESIDENTIAL ROOF.....	3
RIGHT OF WAY.....	1
SIGN.....	3
TENT.....	1
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	40
TOTAL ACTIVE PERMITS.....	127



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: *-All

USER: mstites

DATES: 5/15/2023 THRU 6/4/2023

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	4.....	8.....	11
GENERAL.....	0.....	106.....	44
INOPERABLE/UNLICENSED/ON-GRASS.....	6.....	138.....	135
OUTSIDE STORAGE.....	6.....	139.....	77
PERMIT CHECK.....	0.....	206.....	0
PROPERTY MAINTENANCE.....	1.....	68.....	25
SIGNS.....	0.....	362.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	37.....	94.....	78
=====			
TOTALS.....	54.....	1128.....	370

Report shows number of locations with multiple violations at many locations; does not include site re-inspections.

