



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313  
 COUNCIL GROVE, KS 66846 · 620-767-5417 · COUNCILGROVE.COM

**City Council Agenda  
 December 17, 2024  
 5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC COMMENT PERIOD

Items not already on the agenda may be brought before the Governing Body. People must sign in to be eligible. (**Three-minute maximum time limit**). After three minutes, items will then be voted on to see whether to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous Meeting: Pages 2 - 4
- Appropriations:
- Cabin Transfers: N/A
- Renew Application for License to sell Cereal Malt Beverages: SaddleRock Café
- Renew Application to sell Cereal Malt Beverages in original and unopened containers and not for consumption on the licensed premise: SaddleRock Café Pages 5 - 7

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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OLD BUSINESS:

- Swab Eaton Water and Sewer Update: Stuart Porter

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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- BG Consultants - City Sewer Project: Contract: Brian Foster Pages 8 - 44

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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- Safe Routes to School: Update

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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NEW BUSINESS:

- Office Committee Recommendation: Appointment of Kamryn Smith – Court Clerk/Admin. Assistant Page 45

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- GAAP Wavier: 121724-01 Page 46

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- Employee Holiday:

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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Governing Body Comments:

Adjournment:

City Council Meeting Minutes  
December 3, 2024

**WELCOME AND CALL TO ORDER**

Mayor Debi Schwertfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Mark Berner, Denise Hartman, Sean Honer, Nathan Adams and Sharon Haun through Zoom, also present were the City Administrator Nick Jones Others attending were Jan Sciacca, Karen Exon, Shelley Dunham, Ryan McDonald, Sharon McVay, Fred Bammers, Brian Foster, Angie Schwertfeger, Zoey Wadick, Jim Crosby, Pastor Billy Kryger

**PLEDGE OF ALLEGIANCE:**

**INVOCATION:** Pastor Billy Kryger

**PUBLIC COMMENT:** N/A

**CONSENT AGENDA:**

Councilperson Jason Booker made a motion to approve the Consent Agenda as presented in the packet. Councilperson Denise Hartman seconded the motion. Motion Carried 6 – 0 The consent agenda consisted of:

- Correction to Minutes from 11-05-2024
- October 19, 2024, Minutes
- October 19, 2024, to Current Appropriations.
- Cabin Transfers: N/A
- Renewal: Application for License to sell cereal malt beverages: Ray’s Apple Market
- Renewal: Corporate Application for License to sell cereal malt beverages: Pizza Hut

**OLD BUSINESS**

- **Safe Routes to School: Update**
  - City Administrator Nick Jones told the Council that Bettis is back forming and pouring sidewalks and will continue to work on completing the project as there have been some weather delays. Currently they have 30 days to complete the project.
- **Sewer Project: Updated cost estimates – Brian Foster BG Consultants:**
  - Brian Foster with BG Consultants presented to the Council updated sewer project cost estimates to address issues with problem areas in the sewer system. The project includes 10,000 feet sewer line of either rehabbing or replacement of the line along with rehabbing 20 manholes. Mr. Foster provided cost estimates and funding options for 20- or 30-years loans through KDHE with a 20-year repayment cost of \$17.50 per month on each sewer bill and a 30-year repayment cost of \$13.50 per month on each sewer bill. The annual cost estimate to repay a 20-year loan at 2.33% is \$198,737.95 and a 30-year loan at 2.72% with an annual estimated cost of \$154,901.44. The Council didn’t decided on which loan terms they will opt for. Discussion was had on whether to pay for the Engineering Design of \$223,000 so BG Consultants can start working on the project before funding is in place. Councilperson Mark Berner made a motion to approve the Engineering Design cost in the amount of \$223,000 from the sewer fund. The motion was seconded by Councilperson Nathan Adams. Motion carried 6 – 0

**User Rate Analysis**  
**Sanitary Sewer Improvements**  
**City of Council Grove, Kansas**  
**Option No. 1 - Collection System Pipe Lining & Repairs**  
**BG Project No. 22-1103M**

	KDHE 20 yr	KDHE 30 yr
Project Cost	\$ 3,162,750	\$ 3,162,750
Principal Forgiveness		
USDA Grant		
Loan Amount Financed	\$ 3,162,750	\$ 3,162,750
Annual Interest (%)	2.33	2.72
Years of Loan	20	30
Term per Year	2.0	2.0
Terms	40.0	60.0
Loan Payment per Term	\$ 99,368.98	\$ 77,450.72
Annual Loan Payment	\$ 198,737.95	\$ 154,901.44
Sewer Connections	953	953
Average Monthly Increase Per Customer	\$ 17.40	\$ 13.50

**NEW BUSINESS**

- **Governmental Associates Service Contract – KDHE Application/Environmental Review**  
 Brett Waggoner with Governmental Associates Services presented a contract for service for submittal of a KS-WPCTF Loan application for Sanitary Sewer System Project and Environmental Review in accordance with the rules and regulations set forth by each State and Federal agency involved. The cost of the service is \$8,500. Councilperson Booker asked if the cost could come from the sewer fund and Administrator Jones said it can come out of the Sewer fund. A motion was made by Councilperson Mark Berner to approve the contract for \$8,500 to come from the Sewer Fund. The motion was seconded by Nathan Adams. Motion carried 6 – 0
- **Softball Club End of Year Report: Jim Crosby**  
 Jim Crosby with the Council Grove Softball Club updated the Council on a successful season and informed the Council that over the past 9 years excluding the covid year when there was no activities that the Softball Club has given back \$108,700 to families and organizations. Mr. Crosby requested the use of the softball facility for the 2025 season. Councilperson Denise Hartman made a motion to approve the request for use of the Softball Facility in 2025. The motion was seconded by Councilperson Nathan Adams. Motion carried 6 – 0
- **Office Committee Recommendation: Appointment of CVB Director**  
 Mayor Debi Schwerdtfeger read the recommendation from the Office Committee to appoint Zoey Wadick to Convention & Visitors Bureau Director for the City of Council Grove at an hour \$22.12 per hour. This position is an exempt position under FSLA. Appointment is contingent upon passing a background check and Drug/Alcohol Screening. Position start date will be January 2, 2025. After discussion Councilperson Jason Booker made a motion to approve the recommendation of the Office Committee. The motion was seconded by Councilperson Denise Hartman. Motion carried 6 – 0
- **Appointment of Streetscape Committee**  
 Mayor Debi Schwerdtfeger appointed the following to the Downtown Streetscape Committee. Tim Tyner, Steve White, Nicky Tiffany, Dusty Samuels, Steve Crichton, Jake Dugan. Mayor Schwerdtfeger asked for a motion to approve the appointment of the Downtown Streetscape Committee. Councilperson Mark Berner made a motion to approve the appointments of the Streetscape Committee. The motion was seconded by Councilperson Denise Hartman. Motion carried 6 – 0

**GOVERNING BODY COMMENTS**

- **Mayor Debi Schwerdtfeger** – N/A
  - **Councilperson Mark Berner** – N/A
  - **Councilperson Denise Hartman** – N/A
  - **Councilperson Sean Honer** – N/A
  - **Councilperson Nathan Adams** – N/A
  - **Councilperson Sharon Haun** – Absent
  - **Councilperson Jason Booker** – said it's Holiday Season and likes seeing all the lights.
  - **City Attorney Brian Henderson** – Absent
  - **Assistant City Attorney Molly Priest** – Absent
  - **City Administrator Nick Jones** – N/A
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- Mayor Schwerdtfeger asked for a motion to adjourn. Councilperson Sean Honer made a motion to adjourn. Councilperson Denise Hartman seconded the motion.  
Motion carried 6 – 0

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Debi Schwerdtfeger                      Mayor

ATTEST:

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Nick Jones                      City Administrator

## CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of Council Grove

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>81-093346</u>			
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)			
Name of Corporation <u>SADDLEROCK FINE</u>		FEIN <u>26013919F01</u>	
Corporation Street Address <u>1564 S 700RD</u>		Corporation City <u>Council Grove KS</u>	State <u>KS</u> Zip Code <u>66846</u>
Date of Incorporation <u>12-28-2015</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>SADDLEROCK FINE</u>		Phone No. <u>755-4661327</u>	
Residence Street Address <u>1564 S 700RD</u>		City <u>Council Grove</u>	State <u>KS</u> Zip Code <u>66846</u>
SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>SADDLEROCK CASE</u>		Name	
Business Location Address <u>155 6th</u>		Address	
City <u>Council Grove</u>	State <u>KS</u>	City	State
Zip <u>66846</u>		Zip	
Email Address(s) Please separate values with a comma.			
Business Phone No. <u>620-767-9000</u>		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <u>Michael, MARSHA, MATTEA Seymour</u>			
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name <u>Michael R. Seymour</u>		Position <u>Sec/Treas</u>	Date of Birth
Residence Street Address <u>1564 S 700RD</u>		City <u>Council Grove</u>	State <u>KS</u> Zip Code
Spouse Name <u>MARSHA Seymour</u>		Position <u>President</u>	Date of Birth
Residence Street Address <u>SAME</u>		City <u>Council Grove</u>	State <u>KS</u> Zip Code
Name <u>MATTEA Seymour</u>		Position <u>Vice President</u>	Date of Birth
Residence Street Address <u>303 S 4th</u>		City <u>Council Grove</u>	State Zip Code
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code

<b>SECTION 5 – MANAGER OR AGENT INFORMATION</b>		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
<b>Manager or Agent Spousal Information*</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
<b>SECTION 6 – QUALIFICATIONS FOR LICENSURE</b>		
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the person identified in Section 5 currently a resident of Kansas*?	<i>WA</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons in Sections 4 & 5 have been a Kansas resident for at least _____ years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SECTION 7 – DURATION OF SPECIAL EVENT</b>		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

**SECTION 8 – LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Miss K. Lynn* DATE 12-16-24

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date \_\_\_\_\_

Background Investigation       Completed Date \_\_\_\_\_       Qualified       Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved      Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

License Renewed      Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

Special Event Permit Approved      Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

\* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)





**AGREEMENT  
CONSULTANT-CLIENT**

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Council Grove, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Sanitary Sewer System Improvements  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

**SECTION 1 – DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.



- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

**SECTION 2 – RESPONSIBILITIES OF CONSULTANT**

2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 **GENERAL DUTIES AND RESPONSIBILITIES**

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	<u>Brian Foster</u>
Address:	<u>4806 Vue Du Lac Place</u>
	<u>Manhattan, KS 66503</u>
Phone:	<u>785-537-7448</u>

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

### SECTION 3 – CLIENT RESPONSIBILITIES

#### 3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Derrick Craige  
 Address: 600 N. Mission St.  
Council Grove, KS 66846  
 Phone: 620-767-5321

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Lisa Good  
 Address: 205 Union St.  
Council Grove, KS 66846  
 Phone: 620-767-5417

**SECTION 4 – PAYMENT**

**4.1 COMPENSATION**

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for **Preliminary Engineering Services** for this project is a total of \$223,000.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** (Items

I through II) of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. 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.

- 4.1.2. **Maximum Total Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project for **Representative and Construction Engineering services** 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, but not to exceed a maximum fee of **\$214,600.00** Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. 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.
- 4.1.3. **Maximum Total Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project for **Additional Services** 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, but not to exceed a maximum fee of **\$5,000.00** Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. 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.
- 4.1.4. **Hourly Rate:** Construction Engineering and Resident Project Representative (RPR) Services as shown in **Exhibit 1** (Item III) and any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.5. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.6. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.7. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.8. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the

services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay 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.

- 4.1.9. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.10. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.11. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.12. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

#### 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

#### 5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

#### 5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

#### 5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

#### 5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

#### 5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

#### 5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

#### 5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

#### 5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

#### 5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

#### 5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.



5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Council Grove, KS**

By: \_\_\_\_\_



By: \_\_\_\_\_

Printed Name: Brian Foster

Printed Name: Debi Schwerdfeger

Title: Vice President

Title: Mayor

END OF CONSULTANT-CLIENT AGREEMENT

## EXHIBIT 1 SCOPE OF SERVICES

### Project Description

The project includes design of approximately 11,000 feet of sewer line rehabilitation, approximately 30 manholes to be rehabilitated, approximately 175 service tap repairs and one sewer main aerial crossing replacement, on the segments shown in Exhibit No. B.

### Scope of Services

CONSULTANT will provide the following Scope of Services:

#### **I. Project Administration**

1. Project Management and Meetings
  - a. Attend a Kick-Off meeting with City Staff to determine specific project needs and general project desires. Also, review and receive available information and plans pertaining to the project.
  - b. Attend associated project progress meetings with City Staff during the design phase of the project.
  - c. Attend a plan review meeting after CLIENT's review of Preliminary plans.

#### **II. Site Design Survey**

1. Topographic Survey
  - a. Perform design and surveys to provide control, location, and land information to prepare a set of construction plans.
  - b. The selected topographic survey information will include above ground topographic features and determine the approximate location of known or located below ground features.
  - c. Obtain information from utility companies with infrastructure within the project limits. Utility companies will be required to locate their facilities within the project limits.
  - d. Import Global Positioning System data from the selected topographic survey activities as Point number, Northing, Easting, Zenith, and Description data into AutoCAD files.
  - e. Boundary surveys, preparation of legal description and easement research are considered additional services and are not included in the lump sum contract amount.

#### **III. Engineering Design**

1. Preliminary Phase Engineering Evaluation
  - a. Perform engineering evaluation of the CLIENT provided CCTV data. CONSULTANT shall have no responsibility for such CLIENT provided

CCTV data and may rely upon its adequacy, accuracy, and completeness in all respects.

- b. Perform engineering evaluation of manhole inspections performed by the CONSULTANT during the Preliminary Engineer Report provided in February 2024.

## 2. Project Design

- a. Prepare drawings and specifications for competitive bidding by qualified contractors for the following improvements:
  - i. Sanitary Sewer Improvements identified in Exhibit No. B and EOPC Option 1 – Collection System Pipe Lining and Repairs.
  - ii. Conduct site visits and fieldwork as required to prepare drawings and specifications.
- b. A general scope of design components is as follows:
  1. Locations of sanitary sewer collection rehabilitation locations.
  2. Size of sanitary sewer collection line to be rehabilitated.
  3. Approximate length of each size of sanitary sewer collection mains to be rehabilitated.
  4. Rehabilitation method to be utilized for each pipe segment.
  5. Approximate location and size of identified sanitary sewer collection main point repairs.
  6. Approximate location and size of identified sanitary sewer service lines and associated repair or rehabilitation method to be utilized.
  7. Size of sanitary sewer manhole and associated repair and/or rehabilitation methods to be utilized for the improvements.
  8. Provide associated construction details for the work to be constructed.
  9. Identify associated erosion control requirements for the work to be constructed.
- c. Prepare preliminary plans and submit to CLIENT for review.
- d. Revise the preliminary plans based on the direction received from CLIENT's review. Submit the revised documents as final plans to CLIENT for review and approval.
- e. Submit plan set to KDHE for approval and address KDHE comments provided during review.

## 3. Opinion of Construction Cost

- a. Prepare opinion of probable construction costs to be submitted to the CLIENT at the following phase of the project: Final Plans.

## 4. Project Manual (Construction Contract and Project Specifications)

- a. CONSULTANT will prepare a Project Manual under this Scope of Services.
- b. CONSULTANT will utilize EJCDC Contract Documents for the Construction Contract.
- c. Submit project manual to KDHE for approval and make address KDHE comments provided during review.

## 5. Permit Applications

- a. CONSULTANT will prepare KDOT Use of Right of Way Permit

- b. CONSULTANT will prepare County Use of Right of Way Permit
- c. CONSULTANT will prepare KDHE NOI Permit if required or other known KDHE permits required for construction.

#### **IV. Bid Letting Services**

1. Assist the Client in solicitation of qualified general contractors to perform the work.
2. Provide bidding documents to City Staff and make such available to said general contractors as requested.
3. Prepare Advertisement for Bid and provide Client for submission to local newspaper(s).
4. Answer Contractor questions regarding the plans and specification prior to the bids being received. Create Addenda to address perspective general contractor questions related to the scope of the project.
5. If requested by the CLIENT, attend a pre-bid meeting to explain extraordinary conditions or designs and to answer questions regarding the plans.
6. Attend the bid letting, tabulate bids and provide a recommendation for award.

#### **V. Construction Engineering Services (Construction Engineering and Resident Project Representative)**

1. Provide Resident Project Representative (RPR) services as outlined and defined in Exhibit A (attached)
2. Review the contractor's submittals and submit written opinion of plan and specification compliance.
3. Perform construction engineering and resident project representative services for the work being performed by contractor.
4. Compile logs for site visits and project monitoring.
5. Coordinate construction observation activities with the Client.
6. Prepare project performance certifications.
7. Coordinate monthly progress meetings with contractors, Client, and Staff.
8. Prepare "Record Drawings" plans from construction installation by the contractor.

#### **VI. Additional Services**

1. Provide assistance and services as directed by the Client.
2. Provide Legal Descriptions and Easement Acquisition assistance
3. Items listed in this section will require additional work by the CONSULTANT outside of the agreements scope of services.
4. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**End of Exhibit 1**

**EXHIBIT 2  
COST AND SCHEDULE**

**Preliminary Engineering Services** set forth in Exhibit 1, Items I through IV the LUMP SUM FEE of **\$223,000.00**. Billings will be made on a monthly basis for the prior month's work based on percent complete of scope of services. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. For out-of- pocket expenses, material and mileage directly related to the Consultant's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Lump Sum fee.

CONSULTANT will begin performing services after receiving the notice to proceed from the CLIENT. Target Schedule the scope of services in Exhibit 1, Item I is outlined as follows:

<b><u>Target Schedule:</u></b>	
Notice to Proceed	Start of Professional Service
Field Check	10 (10) months from NTP
Final Plans/Submit to KDHE	One (1) month from CLIENT Review of Field Check
Advertise to Bid	upon KDHE review & approval

**Resident Project Representative and Construction Engineering services** set forth in Exhibit 1, Item V will be billed hourly, at standard hourly rates, NOT TO EXCEED **\$214,600.00**. All billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. For out-of- pocket expenses, material and mileage directly related to the Consultant's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Not To Exceed fee.

The fee included within this contract is based upon construction being accomplished within 130 working days. Construction duration beyond this duration may result in additional fees.

**Additional services** set forth in Exhibit 1, Item VI will be billed hourly, at standard hourly rates, NOT TO EXCEED **\$5,000.00**. All billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. For out-of- pocket expenses, material and mileage directly related to the Consultant's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Not To Exceed fee.

**Total Estimated Fees = \$437,600.00**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

1. Exhibit A – Construction Engineering Services and Resident Project Representative
2. Exhibit B – Proposed Improvements dated February 27, 2023 and EOPC dated November 25, 2024.
3. Exhibit C – KDHE SRF CONTRACT PROVISIONS FOR CONSULTANTS CONTRACTS (6 pages)
4. Exhibit D – 2024 BG Consultants Standard Hourly Rates.

## EXHIBIT A

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Portions of:

Exhibit A – Construction Engineering Services and Resident Project Representative.  
EJCDC® E-500 (modified excerpts), Agreement Between Owner and Engineer for Professional  
Services.

### SECTION A – CONSTRUCTION ENGINEERING SERVICES

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#### A1.01 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Section B. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Section B.
  3. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
  4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
  5. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including



Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

6. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described above shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions

and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Review of substitutes "or equals" shall be in accordance with the General Conditions of the Construction Contract.
18. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents and performed by OTHERS. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved by OTHERS.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work by OTHERS, whether or not the Work is fabricated, installed, or completed.
19. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
20. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case

of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed evaluations of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.01.A.16. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
  - a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Owner.
  - b. The Engineer shall prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing 2 copies of such Record Drawings to Owner.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A1.02 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
    - a. Notify applicable regulatory agencies of the completion of the project

- b. Two (2) sets of As-Built Drawings
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## SECTION B – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

### D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and Waived in writing.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.01, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval by OTHERS.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups by OTHERS.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections by OTHERS, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, relevant weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.



- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports provided by OTHERS.
- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Final Completion documentation.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

End of Exhibit A



**Sanitary Sewer System Improvements  
City of Council Grove, Kansas  
Engineer's Opinion of Probable Cost  
Option No. 1 - Collection System Pipe Lining & Repairs  
BG Project No. 22-1103M  
November 25, 2024**

**General**

No	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
2	Clearing and Grubbing	1	LS	\$ 12,500.00	\$ 12,500.00
3	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
4	Seeding	1	LS	\$ 12,500.00	\$ 12,500.00
5	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
6	Pre and Post Construction Photo Documentation	1	LS	\$ 15,000.00	\$ 15,000.00
7	CCTV Sewer Main Inspection (Pre-Construction)	250	LF	\$ 2.00	\$ 500.00
8	Contractor Construction Staking	1	LS	\$ 7,500.00	\$ 7,500.00
<b>Subtotal</b>					<b>\$ 168,000.00</b>

**Manhole Rehabilitation**

No	Description	Quantity	Units	Unit Price	Total Price
9	Raise Manhole Ring & Cover (0"-6")	3	EA	\$ 1,400.00	\$ 4,200.00
13	Replace Manhole Ring & Cover (Type 1)	12	EA	\$ 1,600.00	\$ 19,200.00
14	Replace Manhole Ring & Cover (Type 2)	2	EA	\$ 1,800.00	\$ 3,600.00
15	Reset Manhole Ring & Cover	4	EA	\$ 1,200.00	\$ 4,800.00
16	Manhole Concrete Collar	9	EA	\$ 1,800.00	\$ 16,200.00
17	Manhole Cementitious Liner	250	VF	\$ 175.00	\$ 43,750.00
19	4" Interior Drop Piping	1	EA	\$ 2,000.00	\$ 2,000.00
20	8" Interior Drop Piping	4	EA	\$ 2,500.00	\$ 10,000.00
21	Manhole Bench Repair	7	EA	\$ 900.00	\$ 6,300.00
22	Manhole New Bench	1	EA	\$ 1,200.00	\$ 1,200.00
23	Pipe Seal Repair	15	EA	\$ 600.00	\$ 9,000.00
24	Standard Precast Manhole	4	EA	\$ 8,000.00	\$ 32,000.00
<b>Subtotal</b>					<b>\$ 152,250.00</b>

**Sewer Main Rehabilitation**

No	Description	Quantity	Units	Unit Price	Total Price
23	Service Tap Repair (In-Line)	15	EA	\$ 1,800.00	\$ 27,000.00
24	Service Tap Repair (Isolated)	160	EA	\$ 3,200.00	\$ 512,000.00
25	4" Sanitary Sewer Service Pipe	1,750	LF	\$ 45.00	\$ 78,750.00
26	8" Sanitary Sewer Point Repair (10 Foot)	35	EA	\$ 4,500.00	\$ 157,500.00
27	8" Sanitary Sewer Main	800	LF	\$ 175.00	\$ 140,000.00
28	8" Sewer Main CIPP / Fold & Form Liner	7,800	LF	\$ 40.00	\$ 312,000.00
29	10" Sewer Main CIPP/Fold & Form Liner	700	LF	\$ 50.00	\$ 35,000.00
30	15" Sewer Main CIPP/Fold & Form Liner	1,550	LF	\$ 75.00	\$ 116,250.00
31	Connect to Existing Manhole	10	EA	\$ 1,500.00	\$ 15,000.00
32	Flowable Fill	2,400	CY	\$ 150.00	\$ 360,000.00
33	Remove and Replace (Concrete Surfacing)	1,550	SY	\$ 170.00	\$ 263,500.00
34	CCTV Sewer Main Inspection (Post-Construction)	11,000	LF	\$ 1.75	\$ 19,250.00
35	Sewer Main Aerial Crossing Replacement	1	LS	\$ 80,000.00	\$ 80,000.00
<b>Subtotal</b>					<b>\$ 2,116,250.00</b>

<b>Construction Subtotal</b>	<b>\$</b>	<b>2,436,500.00</b>
<b>Contingency (10%)</b>	<b>\$</b>	<b>243,650.00</b>
<b>Engineering Design</b>	<b>\$</b>	<b>223,000.00</b>
<b>Construction Engineering</b>	<b>\$</b>	<b>32,900.00</b>
<b>RPR Services</b>	<b>\$</b>	<b>181,700.00</b>
<b>Administration</b>	<b>\$</b>	<b>35,000.00</b>
<b>Legal</b>	<b>\$</b>	<b>10,000.00</b>
<b>Financing</b>	<b>\$</b>	<b>-</b>
<b>TOTAL OPINION OF PROJECT COST</b>	<b>\$</b>	<b>3,162,750.00</b>



- Legend**
- Lift Station
  - Manhole
  - Proposed Improvements - Service Tap Repair Only
  - Proposed Improvements - CIPP/Fold & Form Liner
  - Proposed Improvements - Remove and Replace
  - Gravity Main
  - Force Main



Project No.:	22-1103
Engineer:	BJF
Drafter:	BJH
Date:	February 27, 2023



# Exhibit B

**City of Council Grove, KS**  
Proposed Improvements - Repair & Pipe Lining



## Exhibit C

# **KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS**

STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY Council Grove

CONTRACTOR'S SIGNATURE 

TITLE Vice President

SRF PROJECT NO. 3085

DATE 12-9-2024



3085

KDHE PROJECT #

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brian Foster, Vice President

Typed Name & Title of Authorized Representative

*Brian Foster* 12-9-2024

Signature and Date of Authorized Representative

### Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]



### **Contract Provisions for the Kansas Act Against Discrimination**

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

### **Contract Provisions for Restrictions on Lobbying**

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

### **Contract Provisions for the Trafficking Victims Protection Act of 2000**

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

### **Contract Provisions for Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.



## 2024 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2024</u>
PRINCIPAL III	\$308.00
PRINCIPAL II	\$267.00
PRINCIPAL I	\$256.00
ENGINEER/ARCHITECT V	\$240.00
ENGINEER/ARCHITECT IV	\$201.00
ENGINEER/ARCHITECT III	\$186.00
ENGINEER/ARCHITECT II	\$176.00
ENGINEER/ARCHITECT I	\$159.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$181.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$168.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$158.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$136.00
TECHNICIAN IV	\$156.00
TECHNICIAN III	\$141.00
TECHNICIAN II	\$122.00
TECHNICIAN I	\$110.00
TECHNICIAN	\$88.00

SENIOR CONSTRUCTION OBSERVER	\$153.00
CERTIFIED CONSTRUCTION OBSERVER	\$127.00
CONSTRUCTION OBSERVER	\$111.00
SENIOR PROJECT SURVEYOR	\$200.00
PROJECT SURVEYOR	\$197.00
ASSISTANT PROJECT SURVEYOR	\$131.00
FIELD SUPERVISOR	\$122.00
FIELD SURVEYOR II	\$99.00
FIELD SURVEYOR I	\$86.00
CLERICAL II	\$82.00
CLERICAL I	\$66.00

- 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 nonexempt 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.



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313  
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#### Office Committee Recommendation

The Office Committee recommends the Council appoint Kamryn Smith to Court Clerk/Administrative Assistant at a pay rate of \$17.25 per hour with the possibility of going to \$17.50 after a 3-month probationary period. The appointment is contingent on passing a background check and drug and alcohol screening. This appointment will be effective on January 6, 2025.

**RESOLUTION NO. 121724-01**

A RESOLUTION WAIVING GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP) IN PREPARATION OF FINANCIAL STATEMENTS AND REPORTS FOR THE CITY OF COUNCIL GROVE, KANSAS.

WHEREAS, the City of Council Grove has determined that the financial statements and financial reports for the year ending 2024 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of the State and are of no significant value to the governing body or the members of the general public of the City of Council Grove and;

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ending 2024.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the City of Council Grove, Kansas in its regular meeting assembled this 17<sup>th</sup> day of December 2024, that the governing body of the City of Council Grove hereby waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Council Grove for the year ending 2024.

BE IT FURTHER RESOLVED that the governing body shall cause the financial statements and reports of the City of Council Grove, Kansas to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

\_\_\_\_\_  
Debi Schwerdtfeger  
Mayor

ATTEST:

\_\_\_\_\_  
Nick Jones  
City Clerk