



**** AGENDA ****

City Commission Study Session

Wednesday, June 1, 2022

CONFERENCE ROOM 1AB

518 Mechanic Street

Following the Commission Meeting

1. Discuss Emporia Main Street Letter.
2. Discuss Water Service Relocation and Main Line Abandonment.
3. Discuss Water Transmission Line Under Railroad Crossing.
4. Discuss Budget Process.
5. Purchasing Policy Update.
6. Update from Communications Manager.

**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4275 or jlynch@emporia-kansas.gov*



May 5th, 2022

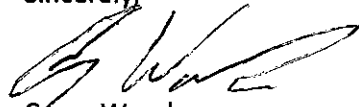
Trey Cocking,

Emporia is fortunate to attract high quality developers to the downtown core that invest a significant amount of capital into our community. These investments generate new housing, enhanced commercial spaces, and increase the value and functionality of our buildings. The community impact of core capital investments is obviously positive, and infrastructure support provides the necessary conditions for development of new structures or the rehabilitation and full utilization of existing buildings.

We encourage the City of Emporia to maintain their strategy of providing fire-line access to building projects that require fire suppression systems within their facility. The Emporia City Commission agreed to build fire-line access for structures downtown that did not have immediate connection capacity as part of the water main replacement project in 2009. The City of Emporia has paid for fire line connectivity for building development as part of that agreement.

The core of Emporia has multiple development projects in various phases of development right now. These developments promise to create new housing, enhance local business sales, and improve property values. Adhering to life safety requirements is imperative for any development, and fire lines that enable sprinkler systems protect our downtown building stock and citizens. We appreciate the City of Emporia's foresight in improving our core through appropriate infrastructure enhancements that are tied to significant structural improvements.

Sincerely,



Casey Woods
Emporia Main Street

First Kansas Great American Main Street Award Winner!

727 COMMERCIAL • EMPORIA, KANSAS 66801 • 620-340-6430
email: main.street@emporia-kansas.gov • website: www.emporiainmainstreet.com

Memo

TO: City Commission

FROM: Dean Grant, Director of Public Works

CC: Department Heads

DATE: May 25, 2022

SUBJECT: Water Service Relocation and Main Line Abandonment

Underground Utilities staff would like to relocate the water service lines and meters of the customers along Road G, between Highway 50 and Road 180. The customers are currently being served by a 2.5-inch waterline that is on the west side of their properties. The line is older and is an abnormal size. Crews cannot easily monitor or repair due to the location.

Staff would like to move the customers to a 12-inch waterline on the east side of Road G. New service lines would be bored and cased across the road, with the meters at the property line in front of the businesses. The private plumbing will then be routed from the new meter location and reconnected to the existing private lines. Once all the customers are connected to the new meters, then the 2.5-inch waterline will be disconnected from the water system and abandoned in-place.

Underground Utilities requested quotes for the bores from 3 companies and only 1 responded. The cost for 3 – 4-inch bores is \$29,950.00, with the company being hired and paid directly by the city. The total cost for reconnecting the private lines is \$33,445.00. Each property owner will be responsible for hiring, and paying for, the plumber they would like to use to reconnect the private service lines. The city will reimburse each property owner for the associated costs, limited to estimates we received for each property. Total cost for this project is \$63,395.00.

Attachment: Quotation for Boring and Reconnecting Private Service Lines
Map of Effected Properties and Waterlines

Burnap Bros., Inc.

Plumbing Contractors

722 Commercial Street – Emporia, KS 66801

Phone: (620)342-2645 Fax: (620)342-2647

E-mail: office@burnapbros.com

March 11, 2022 (Updated 5/24/2022)

City of Emporia
P.O. Box 928
Emporia, KS 66801

Re: Reroute Road G Water Services

As requested and discussed, we are pleased to provide estimates to reroute water service lines and meters to five properties on Road G between US Hwy 50 to the South and Road 180 to the North. Our estimate includes a single cost to run water service from the water main on the East side of Road G to five new water meters on the West side of Road G. Prices for running water services from the new meters to the existing buildings' water service entry are broken out separately.


Water service lines to be Cresline Blue® Flexible polyethylene pipe with brass pack joint "MacPack" style compression fittings. Tracer wire will be run along the length of the new lines to aid in future location.

- Water service from City Main East of Road G to five new meters West of Road G.
 - Our estimate assumes the City of Emporia provides the meter, setter, and tap of water main as well as any required traffic control devices.
 - We will bore underneath the roadway and run the new water lines through a 4" PVC pipe sleeve to avoid unnecessary traffic interruptions or damage to the existing roadway.
 - **\$29,950.00**
- 1761 Rd G – Waechter LLC – Service from Meter to building
 - **\$4,580.00**
- 1769 Rd G – Midland Fence – Service from Meter to building
 - **\$4,940.00**
- 1771 Rd G – Last Time – Service from Meter to building
 - **\$5,410.00**
- 1779 Rd G – Ag Choice – Service from Meter to building
 - **\$8,945.00**
- 1783 Rd G – Schaefer Equipment – Service from Meter to building
 - **\$9,570.00**
- **Total: \$63,395.00**

Notes:

1. All prices include materials, labor, excavation, and permit costs.
2. No Sales Tax or Bonding included.
3. Charges incurred to remove any rock encountered during excavation will be billed as extra.
4. Any "dewatering" that is required for us to perform our scope of work will be billed as extra.
5. Our prices are protected for 30 days from the date of this estimate, and must be accepted and/or a purchase order issued within that time period.

Authorized Signature _____


Matthew Hastings



Memo

TO: City Commission

FROM: Dean Grant, Director of Public Works

CC: Department Heads

DATE: May 25, 2022

SUBJECT: Railroad Crossing at Neosho St.

Staff would like to start on the design of the railroad crossing at Neosho St. The crossing is a part of the transmission main from 12th Ave to the Warren Way elevated storage tank. We would like to start the design for this portion of the project so the permitting process can be started with BNSF upon completion of the design. Due to the lengthy permitting process, we feel that moving forward with the design for this segment will help keep the project on schedule to start in late 2023 or early 2024. This transmission line will be crucial for getting water to the south side of the railroad tracks and supplying that portion of the system.

The project will be completed in 3 phases with a total estimated cost of \$9,502,440.00. This project and design will be funded by the second State Revolving Fund Loan. The cost for the design of this segment of the waterline will be \$70,230.00 and will be reimbursable when we receive the second SRF loan funds.

Attachments: BG Design Contract



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 Emporia, 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:

2022 Potable Waterline Improvement (22-1216E)
Neosho Street Railroad Crossing
Emporia, KS

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 I 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 I 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:	Bruce Boettcher
Address:	2508 W. 15 th Ave.
	Emporia, KS 66801
Phone:	620.343.7842

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 with a coverage in an amount not less than \$5,000,000 general aggregate and \$3,000,000 per occurrence.

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: Dean Grant
 Address: 1220 Hatcher Street
Emporia, KS 66801
 Phone: 620.340.6335

- 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: Dean Grant
 Address: 1220 Hatcher Street
Emporia, KS 66801
 Phone: 620.340.6335

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 this project is a total of \$70,230.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** 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. **Hourly Rate:** 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.
- 4.1.3. **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.
- 4.1.4. **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.
- 4.1.5. **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.
- 4.1.6. **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.
- 4.1.7. **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.
- 4.1.8. **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.

- 4.1.9. **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.
- 4.1.10. **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; (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. 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 amount of collectable insurance from BG Consultants, Inc. Professional Liability Insurance. 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.

5.10 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 Emporia, KS

By: _____

By: _____

Printed Name: Bruce Boettcher

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

Project Description

The project includes design of potable waterline replacement on Neosho Street to bore a casing under the railroad tracks and replace approximately 500 LF of waterline (portion of Project 11 - map attached). Services include:

Scope of Services

CONSULTANT will provide the following Scope of Services:

I. Preliminary Engineering

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 a plan review meeting after CLIENT's review of Preliminary plans.
2. Topographic Survey
 - a. Perform design and surveys to provide control, location, and land information to prepare a set of construction plans. Right-of-way and/or easement descriptions if required will be additional services.
 - b. Obtain information from utility companies with infrastructure within the project limits. Utility companies will be required to locate their facilities within the project limits.
3. Project Design
 - a. Design waterline improvements for competitive bidding by contractors.
 - b. Prepare and submit Concept Design to CLIENT.
 - c. Prepare preliminary plans based on the direction received from CLIENT's review of the Concept Design. Submit preliminary plans 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. Construction plans will be prepared on 24"x36" plan sheets.
 - f. Plan and profile sheets will have a plan view scale of 1 inch = 20 feet and a profile view scale of 1 inch = 20 feet horizontal and 1 inch = 5 feet vertical.
4. 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.
5. Project Manual (Construction Contract and Project Specifications)
 - a. CONSULTANT will prepare a Project Manual under this Scope of Services.

- b. CONSULTANT will design the project to utilize the City's Standard Specifications, Standard Detail Sheets and the 2007 Edition of the Standard Specifications for State Road and Bridge Construction (Standard Specifications) to the extent possible.
6. Utility Coordination
 - a. Prepare utility plans after Field Check and submit the utility plans to each utility owner with utility infrastructure within the project limits.
 - b. Be available via telephone to discuss the project design with utility companies during the utility coordination and relocation phase.
7. Permit Applications
 - a. CONSULTANT will prepare KDHE Water Supply Permit Application
 - b. CONSULTANT will prepare KDHE NOI Stormwater Permit Application, if required.
 - c. CONSULTANT will prepare Railroad Permit Applications. All application fees and costs for flaggers for topography survey data collection, construction plan preparation, and construction of improvements shall be the responsibility of the Client.

II. Proposed Project Alignment

1. Location of waterline improvement is anticipated to be in the east right-of-way of Neosho Street, crossing the Railroad (3rd Street). Adjustments to alignment can be reviewed during field check. Railroad permit applications are included within the scope of services.

III. Bid Letting Services

- a. Answer questions from contractors regarding the final plans. If necessary, issue requested addenda.
- b. If requested by the CLIENT, attend a pre-bid meeting to explain any extraordinary conditions or designs and to answer questions regarding the plans.
- c. Attend the bid letting, tabulate bids and provide a recommendation for award.

IV. Property negotiations are NOT included in the proposed scope of services. Legal Descriptions provided as follows:

- a. None anticipated

V. Construction Engineering Services (Construction Administration and Resident Project Representative) and other Services during construction are NOT included.

End of Exhibit 1

EXHIBIT 2
COST AND SCHEDULE

1. ENGINEERING FEE

The lump sum cost scope of services in Exhibit 1 will be \$70,230.00. The work will be invoiced monthly based upon the percentage of the project scope that is completed.

2. ESTIMATED PROJECT SCHEDULE

CONSULTANT will begin performing services after receiving the notice to proceed from the CLIENT. Target schedule is outlined as follows:

Target Schedule:

Notice to Proceed	Start of Professional Service
Field Check	Five (5) months from NTP
Final Plans/Submit to KDHE	Four (4) month from City Review of Field Check
Advertise to Bid	upon KDHE review & approval

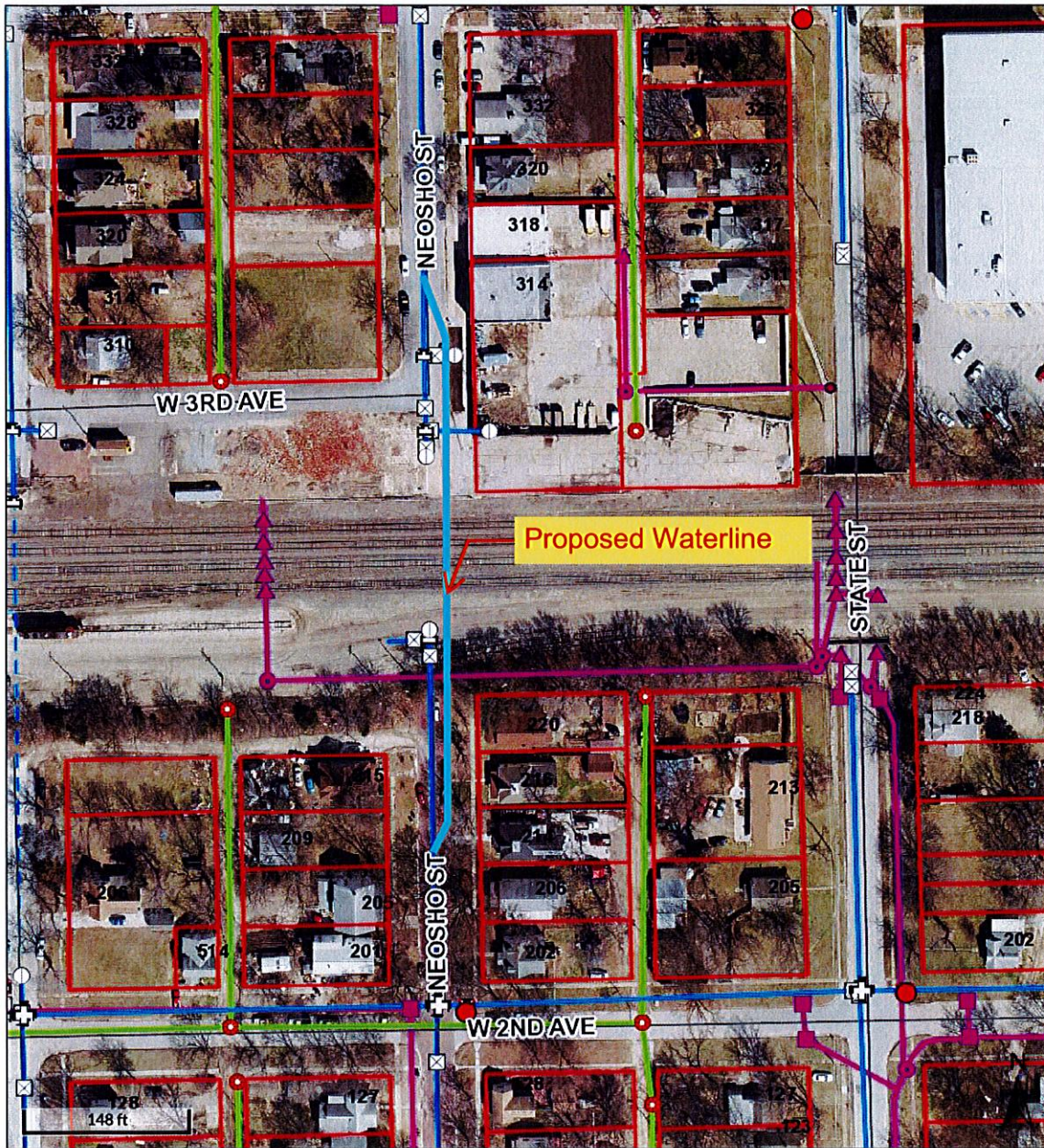
End of Exhibit 2

EXHIBIT 3

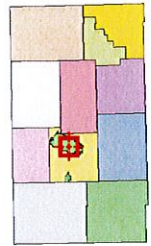
SPECIAL PROVISIONS

1. Kansas Department of Health and Environment SRF Contract Provisions for Consultant Contracts follows (attached):
 - a. State of Kansas Act Against Discrimination Contract Provision Certification Form
 - b. Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
 - c. Contract Provisions for Equal Opportunity
 - d. Contract Provisions for the Kansas Act Against Discrimination
 - e. Contract Provisions for Restriction on Lobbying
 - f. Contract Provisions for the Trafficking Victims Protection Act of 2000
 - g. Contract Provisions for Suspension and Debarment
 - h. Contract Provisions for Non Discrimination
 - i. Contract Provisions for Non Segregated Facilities
2. BG Consultants 2022 Standard Hourly Rates
3. BG Consultants, Inc. Certificate of Insurances

End of Exhibit 3

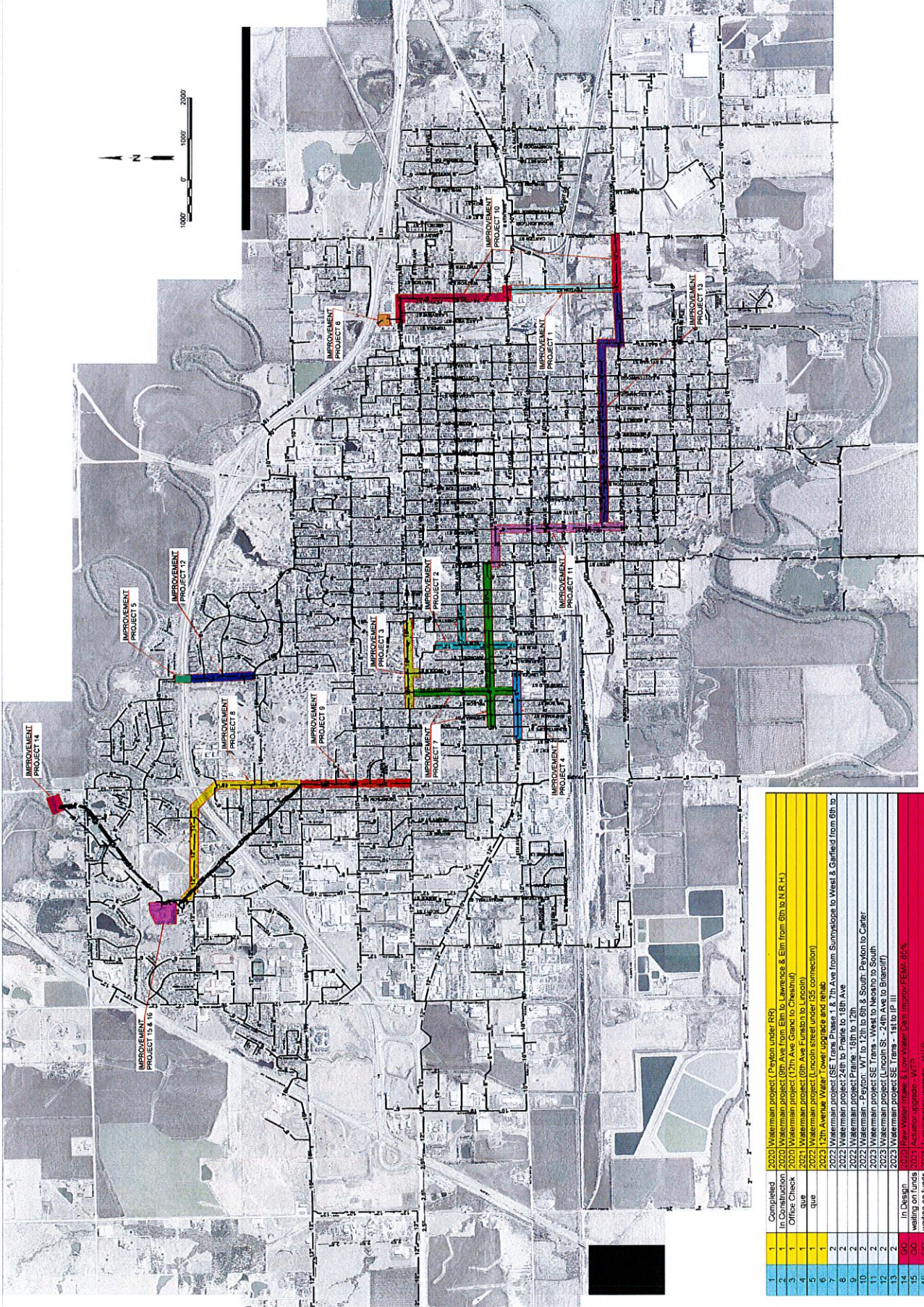


Overview



22-1216E Emporia - Neosho Street Water Main Improvements
Bore & Case Railroad Crossing (20" waterline)

4/25/22



1	Completed	2020 Watermain project (Payson under RR)
1	In Construction	2020 Watermain project (Lincoln street under 155 connection)
3	On Hold	2020 Watermain project (17th Ave South to Chestnut)
4	1	2021 Watermain project (6th Ave Furston to Lincoln)
5	1	2022 Watermain project (Lincoln street under 155 connection)
6	1	2023 12th Avenue Water Tower upgrade and rehab
7	2	2022 Watermain project (SE Trens Phase 1 & 7th Ave from Sunnyslope to West & Garfield from 6th to 18th Ave)
8	2	2022 Watermain project (SE Trens Phase 1 & 7th Ave from Sunnyslope to West & Garfield from 6th to 18th Ave)
9	2	2022 Watermain project (SE Trens Phase 1 & 7th Ave from Sunnyslope to West & Garfield from 6th to 18th Ave)
10	2	2022 Watermain project (SE Trens Phase 1 & 7th Ave from Sunnyslope to West & Garfield from 6th to 18th Ave)
11	2	2023 Watermain project SE Trens - 18th to 12th
11	2	2023 Watermain project SE Trens - 12th to 6th
12	2	2023 Watermain project SE Trens - 24th Ave to Bluffcroft
13	2	2023 Watermain project SE Trens - 18th to 12th
14	GO	In Design
15	GO	waiting on funds
15	GO	2021 Acuario - pipeline - W75
15	GO	waiting on funds
15	GO	2021 11th - pipeline upgrade - W1P

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 _____

CONTRACTOR'S
SIGNATURE _____

TITLE _____

KPWSLF NO. _____

DATE _____



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.

Typed Name & Title of Authorized Representative

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 by law.
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 KPWSLF 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.

2022 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2022</u>
PRINCIPAL III	\$280.00
PRINCIPAL II	\$245.00
PRINCIPAL I	\$222.00
ENGINEER/ARCHITECT V	\$200.00
ENGINEER/ARCHITECT IV	\$177.00
ENGINEER/ARCHITECT III	\$167.00
ENGINEER/ARCHITECT II	\$156.00
ENGINEER/ARCHITECT I	\$135.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$153.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$146.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$136.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$117.00
TECHNICIAN IV	\$140.00
TECHNICIAN III	\$124.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$99.50
TECHNICIAN	\$74.00

SENIOR CONSTRUCTION OBSERVER	\$140.00
CERTIFIED CONSTRUCTION OBSERVER	\$114.00
CONSTRUCTION OBSERVER	\$100.00
SENIOR PROJECT SURVEYOR	\$180.00
PROJECT SURVEYOR	\$150.00
ASSISTANT PROJECT SURVEYOR	\$125.00
FIELD SUPERVISOR	\$110.00
FIELD SURVEYOR II	\$89.00
FIELD SURVEYOR I	\$76.00
CLERICAL II	\$74.00
CLERICAL I	\$59.00

- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calvin Eddy Kappelman Insurance 1011 Westdale Rd. Lawrence KS 66049-2638		CONTACT NAME: Lora Howard PHONE (A/C, No, Ext): (785) 843-2772 E-MAIL ADDRESS: lhoward@cekinsurance.com FAX (A/C, No): (785) 843-1583	
INSURED BG Consultants, Inc. 4806 Vue Du Lac Place Manhattan KS 66503		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Twin City Fire In Company	NAIC # 29459
		INSURER B: Hartford Accident & Indemnity	22357
		INSURER C: Trumbull Insurance Company	27120
		INSURER D:	
		INSURER E:	
		INSURER F:	

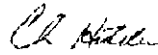
COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			37SBABZ4463	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			37UECZT5678	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			37SBABZ4463	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	37WECAJ4RYX	11/30/2021	11/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Emporia PO Bos 928 111 E 6th Ave Emporia KS 66801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

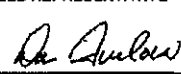
PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED BG Consultants, Inc. 4806 Vue Du Lac Manhattan, KS 66503	INSURER A: Berkley Insurance Company NAIC# 32603	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W21523916 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE POLICY LIMIT \$
A	Professional Liability			AEC 9045781-03	07/10/2021	11/30/2022	Per Claim \$3,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Sample COI	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



TO: City Commissioners

FROM: Janet Harrouff

DATE: May 27, 2022

RE: Pre Budget discussion

During the June 1st work session, a general discussion about the budget process and items to consider will be discussed.

General Topics:

- Budget calendar and process
- Revenue sources by fund
- Current fund balances and reserve requirements
- Personnel – vacant positions and funding
- Revenue Neutral Rate – public notice
- Mil levy and/or rate increases

CITY OF EMPORIA PURCHASING MANUAL
Revised July 1998

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1.1 Purpose of Manual

The Purchasing Regulations manual, as established and approved by the City Manager, shall be a complete source of purchasing information and detailed procedures for centralized purchasing of all commodities, contractual services, and equipment. All City of Emporia employees should familiarize themselves with the regulations set forth and shall adhere to the procedures and practices established herein under normal circumstances. The City Manager and the Purchasing Office are aware that exceptions to purchasing procedures will appear on occasion, as needs and responsibilities change. The City Manager also reserves the right to waive regulations established in this manual if it is determined in the best interest of the City. The City Commission shall be notified by the City Manager of any exceptions to purchasing regulations.

This manual has been prepared to serve as an informative guide for those employees granted purchasing privileges in the name of the City of Emporia. Detailed explanations of departments responsibility and role in the procurement function are offered with this manual, as well as an overall summary of the entire purchasing process. Also included is a brief explanation of the Accounting system that will assist Department Heads and Supervisors in properly coding tickets and invoices.

The Purchasing Office is prepared to offer assistance to each and every department whenever needs arise. Proper planning by departments, with assistance from the Purchasing Office, will eliminate duplication of effort and increase city purchasing power by consolidating purchases and encouraging competition among vendors.

1.2 Centralized Purchasing

Centralized purchasing procedures provides an opportunity by which the City of Emporia may maximize financial resources through the use of sound procurement practices. The City of Emporia Centralized Purchasing office shall embody the following principles:

1. Enhancement of managerial capabilities through centralized authority over purchases.
2. The philosophy of purchasing goods and services at the appropriate time, at the proper quantity and quality, at the best price.
3. The stimulation of competition for City purchases, through a variety of methods; including minimizing the number of emergency purchases, proper planning, and the gathering of price quotations or bids.
4. The establishment and maintenance of cordial relationships with vendors.
5. Centralized control over central storerooms.

6. A reduction in the amount of paperwork and clerical effort required from the departments.
7. The elimination of all avenues for potential abuse in public purchasing,
8. The efficient and effective use of the City of Emporia's financial resources.

2.1 Emergency Situations

It is recognized that emergency situations occasionally arise in City operations. In emergency situations it is up to the judgement of the highest authority personnel on hand to make a responsible decision regarding obtaining required goods and services. It is recognized that a responsible immediate decision may preclude excessive costs at a later date and in some situations even save individual lives. All personnel of the City are charged 'With the responsibility to determine if an emergency situation exists and to make those decisions if efforts made to obtain the proper authority are unsuccessful. True emergencies are situations which require parts and labor necessary for repairs to equipment which must be kept operating, if a delay in obtaining required goods or services would create an economic hardship or personal hazard

Any purchases made outside of normal purchasing procedures must be reported to the appropriate authority and to the Purchasing Office as soon as is reasonably possible. A requisition should be submitted to the Purchasing Office if the purchase is during regular working hours. If the purchase is made at night, on weekends, or holidays, a requisition is to be submitted on the first work day following the purchase.

Improper planning is not a justification for emergency purchases. Plan ahead for all situations that may occur in the normal course of daily or seasonal work patterns.

2.2 City Manager

The ultimate responsibility for all purchases for the City of Emporia is held by the City Manager. The City Manager shall establish the rules and regulations for the purchase and procurement of all goods and services which shall be followed by all City employees. The City Manager possesses the sole authority for any deviation from purchasing regulations. If improper purchasing practices or discretion may happen to appear, the City Manager may invoke disciplinary actions upon the individual, division, and/or department. Disciplinary action may be in the form of restricted purchasing privileges, restitution, suspension, termination, or any other form deemed appropriate by the City Manager. Normal purchases amounting to \$1,000.00 or more shall be approved by the Office of the City Manager. All capital outlay or improvement projects that total ten thousand dollars or improvement projects that total five thousand (\$10,000.00) or more must be approved by the City Commission, unless the City Manager determines that it is in the best interest of the City to immediately obtain the goods or services. The City Manager shall inform the City Commission of any such exceptions as soon as is reasonably possible.

The City Manager shall also make the City Commission aware of all purchases of non-routine items with an aggregate total exceeding ten thousand dollars (\$10,000.00).

The City Manager and Assistant City Manager shall encompass the office of the City Manager. The Assistant City Manager shall work within the purchasing parameters established by the City Manager.

2.3 Purchasing Officer

The Purchasing officer is appointed by the City Manager and shall work under the direction of the office of the City Manager. The Purchasing Officer shall be responsible for the daily operations of the Purchasing Office. The Purchasing Office shall:

1. Assist departments in planning purchases for submission of annual budget.
2. Coordinate the purchasing process with the user department and the ultimate vendor.
3. Act as the central purchasing Officer of the city.
4. Be knowledgeable of the needs for each department.
5. Maintain a vendor and/or bidder list and make source selections consistent with city policy.
6. Represent the City on all disputed bills, terms, acceptableness, etc.
7. Issue Purchase Orders.
8. Recommend purchasing rules and regulations for establishment by the City Manager.

The Purchasing Officer may only approve those items which are routine and/or repetitive purchases and are from established vendors.

2.4 Department Heads

Department Heads are given the responsibility of ensuring that all personnel in their department are knowledgeable of and fully understand purchasing procedures established by the City Manager. By following the requirements established within this manual, department heads may be able to make better use of budgeted funds for their department. Through proper planning of purchases, as to allow the Purchasing Office sufficient time to obtain proposals, quotations, or bids with an allowable lead time for delivery, departments will be able to realize savings through competition between vendors and the departments will not be faced with shortages of commodities and materials.

Department Heads shall be granted the authority to approve purchases costing one thousand dollars (\$1,000.00) or less, if proper purchasing procedures have been adhered to and purchases are routine in nature.

The following goods and services must be approved by the City Manager's office:

1. All non-routine purchases.
2. All capital outlay or improvement projects.
3. Uniform or clothing purchases.
4. Chemical purchases.
5. Contracts that will represent the City of Emporia.
6. Insurance.
7. New vendor purchase requests.
8. Printing projects.
9. Other items consistent with policy and/or practice of the City Manager.

A Department Head may approve purchases in excess of the established limit in an emergency situation. Any purchases made outside of normal purchasing procedures must be reported to the City Manager and to the Purchasing Office as soon as is reasonably possible. If Department Heads have any questions concerning procurement procedures, the Purchasing Office encourages questions and is prepared to offer assistance. It is the responsibility of the Purchasing Office to work closely with requesting departments when technical information is required to ensure that adequate equipment or services are obtained. The requesting department shares the responsibility of not overspending annual budget limitations with the Purchasing Office and the Finance Office. It is for this reason that annual budget requests should be carefully formulated and reviewed.

2.5 Supervisors

Each Department Head has the authority of establishing purchasing regulations for Supervisors and other departmental personnel in addition to the regulations found within the Purchasing Manual. Minor purchases which are routine in nature and total less than five hundred dollars (\$500.00) may be obtained by Supervisors if the goods and services can be acquired from local vendors and fall within the regulations established by the Purchasing Manual and each respective Department Head. Employees picking up items are to put their signature and their City ID Number on the invoice. Invoices are also to be signed by the supervisor or department head (depending on the amount of the purchase), and coded according to the budget classification accounts found in this manual. Invoices must be turned in to the Department Head who will return the invoice to the Accounting Office on a daily basis. Through prompt attention of invoices and tickets, the City may take advantage of discounts and our bills can be paid to avoid late charges on neglected or mishandled tickets. Any damages or shortages on received

shipments should be noted on freight receipt. All deliveries should be carefully accounted for by supervisors.

A Supervisor may approve purchases in excess of the established limit in an emergency situation. Any purchases made outside of normal purchasing procedures must be reported to the appropriate Department Head, or if he or she is not available, to the City Manager, and to the Purchasing office as soon as is reasonably possible.

Department Heads may authorize their personnel to purchase items up to the amounts specified in this Policy. Accounting will maintain a list of personnel authorized to make purchases. It is the responsibility of Department Heads to make additions or deletions to that list as needed

Any Department Head or Supervisor who may sample or test equipment, uniforms, chemicals, etc., for the purpose of judging its suitability or fitness in advance of a purchase, shall notify the Purchasing Office upon receipt. The Department sampling or testing goods or materials should inform vendors that the City shall not be responsible for any items delivered for testing or demonstration purposes and will not be obligated to purchase any items.

2.6 Employees

Each Employee has the authority to make minor purchases which are routine in nature

and total less than one hundred dollars (\$100.00) from established local vendors. When making purchases, the employee is to put their signature and their City ID Number on the invoice. Invoices are also to be signed by the Supervisor and coded according to the budget classification accounts found in this manual. Invoices should be turned in to the employee's Supervisor, who will forward the invoice to the Accounting Department.

3.1 Order Request

If properly utilized, the order requisition can save all departments within the City time, money and duplication. The order request informs the Purchasing office of the needs of the requesting department. The request form enables the Purchasing Office to begin the procurement process for the fulfillment of the purchase. The request also allows the City Manager to ensure that the necessary budget authority and funds exist. The order request should be viewed as an aid in proper planning. By going through proper procedures, departments can expedite the entire process and also avoid the always expensive impulse and/or emergency purchase.

3.2 Anticipation of Needs

Requesting departments should prepare requests far enough in advance so ordinary purchases do not become emergencies. By planning and forecasting purchases in advance, the Purchasing Office, vendors, and the requisitioning department can realize all the advantages of soliciting competitive quotations, bids or proposals. Needed delivery dates on goods and services vary greatly and order requisitions should be prepared accordingly. Departments need to be aware that unnecessary work delays could be created if order requests aren't initiated in advance to ensure proper purchasing procedures are accommodated and needed delivery dates are met. The Purchasing office will maintain seasonal purchasing information to assist departments in receiving goods and services in advance of need dates. If questions should arise concerning delivery of goods or services, the department should check with the Purchasing Office, especially if the required purchase is from an out-of-town vendor.

Proper planning is essential in purchases over \$10,000. As stated in Section 4.4 of this manual; "All Department Heads must plan purchases over \$10,000 a minimum of six (6) weeks in advance of needed delivery date. Part of the planning for these purchases should include working with the Purchasing Office in determining the actual long term cost of a purchase. The Purchasing Office shall keep a "Total Item Cost" form on file which can be used as a guide for various purchases. This form (Figure A) can be adapted to summarize all the accompanying costs to any particular purchase.

3.3 How to Request

Any department or division needing to make a purchase shall properly prepare an order request form (Figure B) in complete detail. This request, should reflect as much information that is known by the department, including the following:

1. Date of request.
2. Department making the request.
3. Division making the request.
4. Authorized person making request.
5. Date required for delivery of goods or services.
6. Location for delivery of goods or services.
7. Budget Account Number (see Accounting section).
8. Quantity of requested items.
9. Part, serial, model, catalog, etc., number to ensure proper items are received.

10. Brief description of items.
11. Object Account Number (see Accounting section).
12. Estimated price.
13. Preferred vendor for requested goods or services, including complete address and telephone number.
14. Brief justification for requested goods or services.
15. Department Head shall (/) the appropriate box indicating an emergency or regular purchase request.
16. Signature of appropriate Department Head

After the order request is accurately and fully completed, the requesting department shall submit the document to the Purchasing Office. The Purchasing Office will be responsible for Promptly completing the document upon receipt, as follows:

17. Purchase Order number as assigned by the Purchasing Office.
18. Unit price as obtained by Purchasing Office.
19. Extended price as obtained by Purchasing Office.
20. Information to be submitted by the Purchasing Office to assist the Office of the City Manager.
21. Purchasing Office shall check the appropriate box indicating an emergency or regular purchase request.
22. Signature of Purchasing Officer.
23. Signature from the Office of the City Manger.
24. If request is approved, name and address of vendor awarded contract.
25. Action taken by Purchasing Office to facilitate the transaction.

On occasion, it may be necessary that a Supervisor or Department Head place an order without initiating a request. If the purchase may be made within the proper purchasing process, within the proper purchasing authority, and a ticket or invoice may be forwarded immediately to Accounting, it is not necessary that an order request be submitted. If an order is placed, but the goods or services may not be immediately realized, an order request should be submitted stating the date, method and justification of the purchase. Generally, departments should advance an order request for all items purchased from out-of-town vendors. State of Kansas accounting regulations require that all purchases shall be reported upon transmission of an order so funds may be encumbered to honor the expenditure. By informing the

Purchasing Office of all orders, the City may adhere to proper accounting procedures and also ensure that deliveries be routed to the appropriate location.

3.4 Processing of Order Request

By the Departments:

1. All order requests must be signed by respective Department Head before any action may be taken by the Purchasing Office.
2. The signed order request is forwarded to the Purchasing Office from the requesting department.
3. If a specific product is desired, the item should be clearly described, including model number, color and other relevant details, by the person making the request.

By the Purchasing Office:

1. The Purchasing Office locates responsible vendors and obtains prices through bids or quotations.
2. The Purchasing Office will consult with the Assistant to the City Manager to ensure an availability of budgeted funds exists in the account.
3. Upon presentation of the request form, the Office of the City Manager may authorize or reject the purchase request.
4. If approved, the Purchasing Office will issue a Purchase Order for the item(s) authorized This document informs the Accounting Office that funds are being encumbered The Purchase Order also informs the vendor that the City is requesting that designated goods or services be supplied according to specific terms. This form will assist the City in disputed charges or follow-up on orders.
5. A copy of the order request shall be filed in the Purchasing Office, accompanying a copy of the approved Purchase Order,
6. The Purchasing Office is responsible for notifying the requesting department when an order is placed If the Order Request is not approved, it is the responsibility of the Purchasing Office to notify the employee who made the request.

4.1 Quotations

All Department Heads must plan in advance their regular budgeted purchases of one thousand dollars (\$1000.00) or more so that quotations, proposals, or bids may be obtained by the Purchasing Office. Award of proposals or quotations will be given to the most responsible and qualified vendor, with the best price.

Quotations may be obtained by the Purchasing Office in the following manner:

1. In person.
2. Over the phone.
3. Written quotation as per "Request for Quotation"
4. Fax quotes are acceptable and preferred.

4.2 Sealed Bids

A. Conditions for Use.

Contracts or purchases for capital outlay or improvement projects that exceed ten thousand dollars (\$10,000.00) shall be awarded by the City Commission through a competitive sealed bid process, unless the City Manager determines that the method may not be in the best interest of the City.

B. Public Notice.

Invitation for Bids that will be awarded by the City Commission shall be mailed to prospective bidders by the Purchasing Office and shall be published in the official City newspaper, allowing a reasonable amount of time to prepare and return bids. Written notice shall be given to all qualified prospective bidders who have completed an "Application for Placement on the City of Emporia Bid Vendor List". (Figure D)

C. Bid Opening.

All sealed bids shall be delivered at the time and day designated in bid information.

Bids shall be publicly opened by the office of the City Manager at the time and date designated. The City representative shall announce the bidders and bid amounts and state the date and provisions for awarding of contract.

D. Award.

All bids shall all be tabulated by the Purchasing Office for review by, the user department, the City Manager, and the City Commission. The Purchasing Office and responsible Department Head shall recommend to the City Manager the most responsible bid at the best price.

The City Commission may accept and/or reject any or all bids and shall award the bid that shall be most advantageous to the City, taking in to consider price and other evaluation factors as presented by the City Manager.

E. Bid Performance Bonds.

Specifications may stipulate that each bidder must submit with the bid a cashier's check, certified check, or bid bond by a cooperate company licensed to do business in the State of Kansas in an amount not less than five percent (5%) of the total bid This requirement will be surety that the bidder, if successful, will enter into the contract.

Successful bidders may be required to furnish a performance bond equal to one hundred percent (100%) of the amount for the contract. The performance bond is surety that the successful bidder will satisfactorily comply with the terms of the contract.

F. Alternate Bids.

Alternate bids may be required whenever it is deemed desirable or necessary by the City Manager.

G. Correction or Withdrawal of bids.

Correction or withdrawal of bids after opening may be allowed to the extent permitted by the City Manager.

H. Pre-Bid Conference.

The Office of the City Manager may notify prospective bidders that a conference has been scheduled in an attempt to clarify for vendors the intention of bid specifications and expectations. Conferences may be scheduled before or after invitations to bid have beer issued The pre-bid conference is an attempt to facilitate that accuracy and comprehensiveness of the bid process.

I. Fax Usage.

Faxed sealed bids are not recommended but are acceptable under the following conditions: Faxes are to be sent to the City Manager's Office at (316) 343-4254; faxes are to be clearly marked "bid for Purchasing", and the product being bid on. The City Manager's Office will immediately secure the bid in a sealed envelope. The envelope will be clearly marked what the bid is for and be delivered to the Purchasing Office. Remember, use of the fax in these instances could compromise the secrecy of the pricing, and compromise the integrity of the "bid" process, so act accordingly.

4.3 Competitive Sealed Proposals

A. Conditions for Use.

Competitive sealed proposals may be issued when it is necessary to provide an opportunity for reasonable price analysis, based on technical or qualitative evaluation factors. Generally, competitive sealed proposals shall be used when the purchase is for technical equipment or specialty items, complex, professional or trade services, or the purchase of nonstandard items.

B. Evaluation Factors.

Proposal evaluation criteria should measure how well each vendor meets the desired performance requirements established before proposals are received. Final consideration for awarding of contract shall not be based solely on price. A combination of price, quantity and/or quality offered, and capacity to fulfill all requirements of the contract.

C. Discussion After Proposal Opening.

Post-opening discussions of proposals with vendors shall be allowed. Final agreement or terms may be negotiated under a proposed contract.

D. Fax Usage.

Faxed sealed proposals are not recommended but are acceptable under the following conditions: Faxes are to be sent to the City Manager's Office at (316) 343-4254; faxes are to be clearly marked "bid for Purchasing", and the product being bid on. The City Manager's Office will immediately secure the bid in a sealed envelope. The envelope will be clearly marked what the bid is for and delivered to the Purchasing Office. Remember, use of the fax in these instances could compromise the secrecy of the pricing, and compromise the integrity of the "bid" process, so act accordingly.

4.4 Purchases over \$10,000

All Department Heads must plan purchases over \$10,000 a minimum of six (6) weeks in advance of needed delivery date. The best way to ensure proper planning is to contact the Purchasing Office for estimated delivery time and other information.

These Purchases shall generally be made only on a sealed bid or quotation basis, subject to the discretion of the City Manager, and the following procedures will be observed:

1. A personal invitation to bid or supply a quotation will be mailed to all qualified companies on the vendor/bid list.
2. All bids or proposals will be opened at the time and place stated.

3. Bids will be opened by the City Manager, or a representative of the office, and tabulated as read. A tabulation sheet with all proposals will be made available to each vendor.

4. A recommendation will be made by the Purchasing Officer, Department Head, or other personnel, and shall be presented to the City Manager. If the City Manager approves the recommendation, the bid is presented to the City Commission for authorization. The City Manager may approve the purchase if deemed to be in the best interest of the City and shall notify the City Commission of any waiver of purchasing regulations.

4.5 Professional Services

Services that may be considered complex or technical in nature that are required by the

City, must be approved by the City Manager or the City Commission. The City Manager shall have the responsibility of determining selection criteria, evaluation factors, and method of awarding contracts. Evaluation criteria shall include, but not be limited to, price, ability to perform, experience, technical expertise, and availability.

4.6 Professional Trade Work

Professional trade work may include but not be limited to building, mechanical, electrical, and plumbing.

Professional trade work will be split into 4 sections:

- A. New Construction and Repairs less than \$1000
- B. New Construction and Repairs between \$1000 and \$10,000
- C. New Construction and Repairs over \$10,000
- D. Maintenance Contracts

New Construction and Repairs less than \$1000 will fall under the department head's authority to obtain these services.

New Construction and Repairs between \$1000 and \$10,000 shall require written competitive quotes as described in Section 4.3 of the Purchasing Manual.

New Construction and Repairs over \$10,000 shall require sealed bids as described in Section 4.2.

Maintenance Contracts may be used for acquiring ongoing maintenance on specific groups of items that can be easily identified and competitively bid. Maintenance Contracts could include such items as electrical maintenance on traffic control signals, repair of the public safety radio system, and plumbing

services for main to meter repair. Maintenance Contracts will be issued, if possible, on a two year contract with a one year extension through mutual consent of both the City and the contractor.

4.7 Irresponsible Vendor

Any vendor who fails to comply with the terms of an awarded bid, quotation, Purchase Order, or the required specifications contained within the bid, may be declared an irresponsible vendor upon the recommendation of the Purchasing Officer and approval of the City Manager. An irresponsible vendor may be purged from the Bid/Vendor List maintained in the Purchasing Office. Vendors will be notified by the Purchasing Office if they are removed from the Bid/Vendor List. Any vendor wishing to appeal this decision may request that the City Commission consider the matter at a formal meeting.

4.8 Local Vendors

The City Commission is conscious of the economic impact created by purchasing goods and services locally; therefore, the City reserves the right to award bids to local vendors if it is deemed to be in the best economic interest of the City.

5.1 Standard Specifications

Standard specifications should be established so maximum competition can be secured.

Specifications for each item should be definite and precise to eliminate the possibility of misunderstanding on the part of the vendor or the purchaser.

Specifications which call for only one "brand or trade name" item to be furnished shall not be issued unless prior approval is granted by the Office of the City Manager. Such brand names may be used to establish acceptable or minimum standards that all vendors must meet or exceed.

5.2 Preparation of Specifications

It is the responsibility of the Purchasing Office to work closely with the requesting Division Supervisor and/or Department Head to ensure that technical knowledge is obtained so specifications truly reflect the needs of the department. During preparation of specifications the Purchasing Office may also work closely with and use the expertise of appropriate vendors. All specifications shall be approved by the Office of the City Manager prior to issuance.

5.3 Sole Source Purchases

Order requests for any material or service which can only be supplied by a sole source should be accompanied with a written explanation fully justifying why conditions exist which require the item(s) to be purchased from only one vendor.

6.1 Purpose

The Purchase Order (Figure E) is an instrument designed to control, expedite, and confirm purchases for the City. Purchase orders should be used on all purchases which the aggregate total exceeds one thousand dollars (\$1000.00). Purchases of parts needed for immediate repair are the only exception to this, and are discussed in Section 7.

6.2 Purchase order Process

The Purchase Order is made up of three (3) copies, the original, accounting's and the vendors. Purchase Orders are issued as follows:

1. Upon approval of a requisition, the Purchasing Office will prepare a Purchase Order.
2. The Office of the City Manager may review and sign the document.
3. The Purchasing Office will send the signed form to the vendor and also a copy of the original to the Accounting Department.
4. A file will be maintained by the Purchasing Office for all issued orders. Follow-up of delayed deliveries or partial shipments can be improved by the filed orders.
5. Upon receipt of merchandise, the responsible department or division shall check the quality, etc., of the delivered item(s).
6. Departments should carefully test and inspect all items received. Any questions concerning received goods and services should be reported immediately to the Purchasing Office. Articles rejected should not be used by any department.
7. The department will forward a signed packing slip and any invoice, warranty, or other information enclosed to the Accounting Department. The Accounting Department should be notified of any partial shipments.

7.1 Repair parts

Parts required to repair equipment may be purchased by the City Maintenance Shop Supervisor if total Parts cost shall not exceed five hundred dollars (\$500.00). No Purchase Order number will be assigned to purchase repair parts totaling less than \$500.00. When the total parts required will cost between five hundred (\$500.00) and one thousand dollars (\$1,000.00), prior approval must be received from the responsible Department Head. Items requiring repair parts costing over one thousand dollars (\$1000.00) must be approved by the Office of the City Manager. Parts required for items whose original cost was less than five thousand dollars (\$5,000.00) shall be limited to twenty-five percent (25%) of their replacement cost unless approved by the Department Head.

7.2 Contractual Repairs

If City vehicles or equipment require maintenance or repair beyond the efficient and/or effective ability of the City Shop, the Shop Supervisor should provide the Department Head with an estimate of the cost for the repair. If the estimate amounts to five hundred dollars (\$500.00) or more, approval must be granted by the Department Head responsible for the equipment. If the most responsible estimate exceeds one thousand dollars (\$1000.00), approval must be obtained from the Office of the City Manager. Upon delivery of equipment to be repaired, the Shop Supervisor shall establish cost limitations for contracted repairs with the vendor. If required repairs exceed the approved estimate, the Shop Supervisor shall receive approval for proceeding with repair services from responsible Department Head and/or Office of the City Manager.

8.1 Office Supply Stock

The Purchasing Office shall maintain and adequately stock a central Office supply inventory. If a department is in need of Office supplies, the Purchasing Office should be notified of the items required. The Purchasing Office will be responsible for the delivering of requested supplies. If requested commodities are specialty items not normally stocked, the Purchasing Office shall be responsible for approval and purchase of the required materials.

9.1 Contractual Printing

All printing requirements shall be requested through the Purchasing Office. Departments that desire reproduction work shall initiate an order request for the printing required. The Purchasing Office will be responsible for determining the costs of producing the work in-house as compared to contracting for the project. The Purchasing Office will be responsible for obtaining quotations from printing firms for contractual printing projects.

10.1 Policy Statement

Use Of Credit Cards in the name of the City of Emporia will be minimized to the extent possible within the intent and scope of this policy, with Credit Cards obtained only upon justification of need It is not intended that every employee will have a Credit Card, nor that Credit Cards will be used on a widespread basis, The Purchasing Manager: (A) Is the focal point for Credit Cards; (B) Will receive and evaluate Credit Card request; (C) If warranted, will apply for any and all Credit Cards in the name of the City of Emporia; and (D) Will control distribution and maintain records of all such cards held by the City. Elected Officials and Employees having City Credit Cards issued to them are personally responsible for the proper use of the Credit Cards. Misuse of any Credit Card is sufficient basis for its prompt withdrawal/termination by the Purchasing Manager.

Participation in the Credit Card program provided herein allows City Employees to expedite the purchasing process for some of their needs. Care must be taken in the use of Credit Cards to ensure that all purchases are made, within the City of Emporia Purchasing Policies. Credit Cards may be used only for City business. Any use other than City business will be reimbursed by the person responsible for the misuse. The credit card program is not intended to replace the Purchasing Division. It will reduce the number of prepaid vouchers and small amount purchase orders as a form of procurement. The Purchasing Division must be used for all purchases discussed herein, and may be used for any purchase that the using department desires.

10.2 Accountability and Termination

A. Responsibility of the Purchasing Manager and the using Employee

1. The Purchasing Manager will: receive all credit cards and confirm that the cards have been requested or are valid replacements for approved cards; maintain records of all City credit cards; and cancel any credit cards determined to be no longer needed by the City.
2. Employees granted authorization to use credit cards will protect and safeguard issued cards to prevent misuse and loss of City property, ensure each person having access to issued credit cards understands the basis for use and the responsibilities assumed by such access; immediately advise the Purchasing Manager in writing of the loss of any credit card and the circumstances relating thereto; promptly investigate any instances of possible misuse of credit cards; ensure credit cards are retrieved from any person terminating City employment; and return any unneeded credit cards to the Purchasing Manager.
3. Prior to, and as a condition of, card issuance, each employee responsible for card usage shall sign a consent permitting the deduction of unauthorized charges from the employees wages. Card recipients must report, and document in writing, to the Purchasing Manager lost/stolen cards immediately to reduce City liability.

B. Termination

1. The Purchasing Manager will promptly terminate credit cards that are no longer needed, have been reported lost, or have been misused. The Purchasing Manager will also promptly terminate any and all credit arrangements of any employees establishing such arrangements without proper approval as outlined herein.
2. Employees may appeal termination by written request to the City Manager.

10.3 Procedures

A. How Credit Cards are Acquired:

1. Employees shall make application for credit cards to the Purchasing Manager, providing justification for the requested credit cards. The justification will include, as a minimum; the purpose of the cards being requested and the specific benefits to be derived, including any increased economics or efficiencies, and the desired credit limit. In making application for credit cards employees shall specifically consider the City policy of using only the minimum number of credit cards in each department to effectively and efficiently carry out city business.
2. Upon receipt of a request for credit card, the Purchasing Manager will evaluate the justification presented, and consult with others, as necessary, and advise the requesting employee regarding the outcome.
 1. If a positive outcome, the Purchasing Manager will discuss the credit limit necessary for the employee and will proceed to apply for the credit card
 2. If a negative outcome, the employee may appeal a decision to the City Manager.
3. Credit card use should generally be coordinated with the Purchasing Division.
 1. Cards should be used at vendors which will delete sales tax from the billing,
 2. Receipts for purchases shall be kept by the employee/department for reconciliation purposes.

B. How Credit Cards are Used

It is impossible to anticipate every situation encountered by a City department. Therefore, these guidelines should be applied on a conservative basis, consistent with normal business standards, with good judgement exercised wherever the policy is silent.

1. Employees shall follow the appropriate purchasing authorities as outlined in Section 2 of this manual.

2. Cards may be used to purchase such items (preferably local vendors) as: specialized office materials, books, travel expenses, etc

3. The following will generally be considered inappropriate uses of a credit card: any personal use; split purchases; Payments of any kind toward the purchase of an item; the purchase of projects; purchases circumventing any City contractual agreement; the purchase of anything normally carried in inventory, the purchases of such items as alcohol, weapons, or personal entertainment; circumvention of City purchasing policies.

C. How Credit Card Bills/Statements are Reconciled

Employees will be responsible for facilitating payment of monthly billings and shall ensure that credit card statements are promptly paid so that the City will never be responsible for paying any interest on charges.

1. Employees are responsible for ensuring that departmental funds are available when credit card charges are incurred and for monitoring expenditures within available budgets.

2. Receipts for purchases shall be kept by the using employee/department for reconciliation purposes.

11.1 General Statement

Any attempt to realize personal gain through public employment is a breach of public trust.

11.2 Gratuities

It is a breach of ethical standards for any person to offer, give or agree to give any employee or public official a gratuity or an offer of employment in connection with any decision or recommendation concerning a possible or actual purchase on behalf of the City of Emporia. Gratuities shall not mean pens, pencils, calendars, or other novelty items used as advertising meals or other meeting circumstances for the purpose of conducting or discussing official business, and totals less than fifteen dollars (\$15.00) in value.

11.3 Confidential Information

It shall be a breach of ethical standards for any employee or public official to knowingly use confidential information for personal gain, or the personal gain of others.

11.4 Purchases from Employees

A small number of employees have employment other than with the City of Emporia. If

an employee has the ability to furnish the City with goods or services outside of normal job description duties, the employee may apply to the Purchasing Office for inclusion in the vendors list. No employee may provide goods or services to the department in which they are assigned, unless approval is granted by the Office of the City Manager. All purchases from employees must be awarded on a competitive quotation, proposal, or bid basis.

12.1 Affirmative Action

The City of Emporia sets forth a policy to eliminate and prevent discrimination, segregation or separation because of race, sex, religion, physical handicap, color, national origin or ancestry, and to assure equal opportunities and encouragement of every person, regardless of race, sex, religion, physical handicap, color, national origin or ancestry, in securing and holding without discrimination, employment in any field of work or labor for which the person is properly qualified.

12.2 Contracts greater than \$5,000.00

Federal and State of Kansas laws prohibit discrimination, segregation and separation, and provide for equal opportunities and encouragement for every person regardless of race, sex, religion, physical handicap, color, age, national origin or ancestry. Kansas Statute 44-1030 requires that all contractors or vendors whose contract with the City of Emporia is in an amount greater than five thousand dollars (\$5,000.00), or any contract with a contractor or vendor who does not aggregate annual business with the City in excess of five thousand dollars (\$5,000.00) shall observe the provisions of the Kansas Act Against Discrimination.

As part of the City of Emporia's on-going commitment to goals of equal opportunity for all persons, the City shall require all vendors or contractors doing business with the City of Emporia in an amount in excess of five thousand dollars (\$5,000.00) to complete a "Questionnaire of Equal Opportunity Compliance". The questionnaire shall be submitted to the Human Relations Office annually for the calendar year and/or concurrently with or prior to any contract bid or proposal.

The Human Relations Coordinator shall receive and review the Questionnaire and notify the City Manager of its acceptability or, if the responses to the Questionnaire do not meet established standards, the Coordinator shall specify the necessary modifications to be acceptable. The Human Relations Coordinator shall periodically review with the Emporia Human Relations Commission the City's contract compliance program and shall be available to assist any vendor or contractor in complying with state and federal equal employment opportunity laws.

12.3 Failure to Comply

Any person or business failing or refusing to comply with the City's Equal Employment opportunity requirements shall be declared ineligible to enter into any contracts with the City until the vendor has complied with standards established by the City of Emporia and approved by the City Manager. The City Commission shall be notified of any vendor ineligible for City contracts.

13.1 Activity Accounts

Activity accounts correspond to major activity budget codes. The establishment of the codes shall be the responsibility of the Accounting Office. It is the responsibility of each Division Supervisor and/or Department Head to properly code the amount to which the purchase will be charged. The following list of activity accounts will be utilized by personnel annotating tickets or invoices. Periodic updates shall be issued by the Accounting office.

13.2 Object Code

Accounts are kept for the object of expenditure in order to provide an identifiable basis for appropriations. The account classification is an attempt to describe and standardize the type of expenditure that shall be charged to each account. Proper classification of accounts can save unnecessary duplication by the Accounting Office and allows for budgetary control. The annual City budget establishes appropriation limitations for particular accounts in each division and department. Actual expenditures can be compared to budgeted amounts when proper coding procedures are followed. Proper accounting practices can assist Department Heads and supervisors in planning, controlling, and budgeting of their activities.

The following list of accounts will be utilized by personnel annotating tickets or invoices. Periodic updates shall be issued by the Accounting office. If questions should arise, please contact the Accounting office as they are prepared to assist and provide clarification of accounting procedures.

14.1 Transfer

Whenever a Department Head determines that equipment assigned to his or her Department is of no further benefit to the Department's operation, an Equipment Transfer Form (Form D) shall be submitted to the Purchasing Office. The Purchasing Office shall be responsible for notifying the Accounting Department of equipment transfers so they may make the appropriate changes to Capital Items Inventory. If the equipment is not to be traded in, the Purchasing Officer shall notify other City Departments of the availability of the equipment which may be useful to their operation.

14.2 Disposal

Any equipment no longer useful to City of Emporia operations shall be disposed of by sealed bid or public auction. Items to be disposed of by bid or auction shall have been approved by the Office of the City Manager. The Accounting Department should be notified of all items being disposed of so that they may make appropriate changes to Capital Items Inventory. No City employee may purchase equipment or materials from the City except through a formal sealed bid procedure or at the public auction. No Department shall loan, destroy or remove equipment or materials from the City's custody without prior approval from the Office of the City Manager.