

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, May 01, 2023
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Gregory N. Thompson

ROLL CALL.....City Clerk, Tania Richardson

MINUTES OF PRECEDING MEETING.....Monday, April 17, 2023

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2329 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for engineering services with Professional Engineering Consultants for the purpose of providing professional design services for Phase 3 of the Public Safety Facility for the City of Winfield.

Bill No. 2330 – A Resolution – Determining the existence of certain nuisances at 332 N Massachusetts St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2331 – A Resolution – Determining the existence of certain nuisances at 330 N Massachusetts St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2332 – A Resolution – Determining the existence of certain nuisances at 1922 Loomis St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2333 – A Resolution – Determining the existence of certain nuisances at 1003 E 11th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2334 – A Resolution – Determining the existence of certain nuisances at 411 W 14th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2335 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for CCLIP Resurfacing Project, FY 2023, Project Number 018 U-2417-01 for Highway improvements to US-77 from 19th Ave. to Walnut River Bridge and US160 from Wheat Road to Industrial Road, between the City of Winfield, Kansas and APAC- Kansas Inc., Shears Division, Wichita, Kansas.

OTHER BUSINESS

- Executive Session pursuant to the non-elected personnel exception

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday, May 11, 2023.

-Next regular meeting 5:30 p.m. Monday, May 15, 2023.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
April 17, 2023

The Board of City Commissioners met in regular session, Monday, April 17, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Brenda K. Butters were present. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk and William E. Muret, City Attorney.

Mayor Thompson noted all Commissioners were present.

Commissioner Hutto moved that the minutes of the April 3, 2023 meeting be approved. Commissioner Butters seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATION

Senator Larry Alley presented a proclamation by the State of Kansas recognizing Winfield's 150th Anniversary of Incorporation.

NEW BUSINESS

Bill No. 2327 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Stone Barn Farm). City Manager Wall explains this Resolution authorizes the sale, possession and consumption of alcoholic liquor or cereal malt beverage in Island Park for a concert on June 24, 2023. Wall asks the Commission to approve, contingent upon submittal of insurance. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2327 was adopted and numbered Resolution No. 2423.

Bill No. 2328 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Island Park Productions) City Manager Wall explains this Resolution authorizes the possession and consumption of alcoholic liquor or cereal malt beverage in Island Park during a series of outdoor concert events over the summer. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2328 was adopted and numbered Resolution No. 2523.

OTHER BUSINESS

-Consider Temporary Caterer application for Xclusive Events, June 24, 2023, at Island Park. City Manager Wall explains Xclusive Events is the vendor serving alcohol at the outdoor concert. Commissioner Butters made a motion to approve the Temporary Liquor application for Xclusive Events. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:36 p.m.

Signed and sealed this 26th day of April 2023.

Signed and approved this 1st day of May 2023.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: April 25, 2023

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested: Consider entering into an agreement with PEC for design services for the site work of Phase 3 (Police Station / Shared Spaces).

Analysis:

This resolution considers awarding a contract for design of the site work and drainage for the Police Station and Shared spaces of the Public Safety Facility. This is the last phase anticipated in order to complete the public safety facility.

Civil engineering services are typically contracted directly with the owner rather than with the architectural firm that all other engineering disciplines fall under.

Fiscal Impact: The proposal is for a total of \$38,900 which is included within the anticipated soft costs budgeted for the project.

Attachments: Resolution & Agreement

A RESOLUTION

AUTHORIZING the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for engineering services with Professional Engineering Consultants for the purpose of providing professional design services for Phase 3 of the Public Safety Facility for the City of Winfield.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and Professional Engineering Consultants for the purpose of providing professional design services for Phase 3 of the Public Safety Facility for the City of Winfield.

Section 2. This resolution shall be in full force and effect from and after its passage and adoption.

ADOPTED this 1st day of May, 2023

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/ps

January 19, 2023

Patrick Steward, PE, SE
Director of Community Development
City of Winfield
200 E. 9th Avenue
Winfield, Kansas 67156

Reference: AGREEMENT for Winfield Police Station Addition
Winfield, Kansas
PEC Project No. 38-230013-000-943

Dear Mr. Steward:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Winfield (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party,

unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Mr. Patrick Steward, PE, SE
Winfield Police Station Addition
January 19, 2023
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Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Joshua Golka, PE
Site Civil Team Lead

JAG:lmw

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Matthew E. Billingslea, PE

Title: Vice President of Site Civil & Landscape Architecture

Date: January 19, 2023

ACCEPTED:

CITY OF WINFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description.

1. The Project shall consist of a topographic survey, depicted in Exhibit B and a new police station with community room adjacent to the City Fire Station at 8th Street and Fuller Street.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that construction of the Project will commence in 2023.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. Project Deliverables.

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Provide Civil3D (dwg) deliverable files including:
 - 1) Surface model
 - 2) Annotated above-ground features and utilities.
 - 3) Horizontal Control Point and Benchmark description and reference ties.
 - b) Design Development Plans
 - c) Construction Document Plans and Specifications
 - 1) 60% and 90% submittals
 - d) Permit/100% Construction Document Plans and Specifications

D. Scope of Services:

1. General Scope Items for Survey and Civil Engineering Services:
 - a) All drawings produced by PEC will be sealed by an Engineer licensed in the State of Kansas.
 - b) Conduct one pre-design site visit to assess existing conditions.
 - c) Attend up to two design meetings with CLIENT.
 - d) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
 - e) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - f) Provide Engineer's opinion of probable construction cost.

- g) Attend up to two construction observation site visits with written punch list. PEC shall be notified one week prior by the CLIENT of an upcoming construction observation site visit.
2. Survey Services including:
- a) Set inter-visible control points in area of construction. Obtain reference ties.
 - b) Set benchmark within building area for construction.
 - c) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit B).
 - d) Locate all points of egress for any structures within the survey limits, including a Finished Floor Elevation (FFE) at each doorway.
 - e) Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
 - f) Tree limits, groups of trees and specimen trees will be identified and shown in the drawing. Any trees four (4) caliper inches and larger shall be identified/shown.
 - g) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
 - h) The coordinate base will be Kansas State Plane NAD 83(2011) South Zone and the elevations will be referenced to the NAVD 88 datum.
3. Civil Engineering Design Services including:
- a) An Existing Conditions Plan identifying pre-construction conditions based on an on-the-ground topographic survey of the subject area.
 - b) A Geometry Plan will be prepared for the site to identify the limits of proposed pavement and project stake-out coordinates.
 - c) A Paving Plan will identify the limits of pavement and curbs as well as parking spaces. A typical pavement section will be included to establish subgrade preparation, pavement strength and thickness in accordance with the Geotechnical Report. Paving and jointing details will be prepared, as well as a jointing plan for concrete pavement.
 - d) A Grading Plan establishing finish floor elevations for the proposed building(s); as well as proposed spot elevations and contours in the drives, parking area, and any other disturbed area, as necessary, for positive drainage away from the proposed improvements.
 - e) A Drainage Plan will be prepared to address management of storm water runoff in accordance with the Local Drainage Ordinance. The Plan will cover aspects related to storm water management such as storm sewer piping, detention ponds, grading, water quality, and flood control BMPs. The plan will include storm sewer improvements to collect and discharge site runoff water where feasible.
 - f) A Water Plan will be prepared for the water service connection to the existing utility system and fire hydrant installation for fire protection. Building service connections shall be designed to a point 5 feet from the building(s).
 - g) A Sanitary Sewer Plan will be prepared for the service connection to the existing sanitary sewer system.
 - h) A Storm Water Pollution Prevention Plan (SWPPP) will be prepared in accordance with the State and Local Authority Having Jurisdiction requirements. This plan will assist in the completion of the KDHE Notice of Intent Form.

4. Permitting:
 - a) PEC shall assist the CLIENT with the submittal of the application for the Notice of Intent.
 - b) PEC shall submit the water, sewer, and drainage plans to the Authority Having Jurisdiction for review and approval.
 - c) PEC shall address design review comments of the Authority Having Jurisdiction.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted items and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
2. Utility requirements for all equipment specified and/or provided by the Owner or other Contractors.
3. Project design schedule and modifications to the design schedule made during project design.
4. Schedule of values from contractor.
5. Monthly construction schedule as provided by the contractor during the construction period.
6. Change order summary during the design and construction phases services.
7. Geotechnical investigation and report with recommendations for foundation and pavement design unless included in Scope.
8. Establish testing and inspection plan that includes all code mandated special structural inspections.
9. Drawings, studies, reports, and other information available pertaining to the existing building and site.
10. Electronic files for base sheet development. Electronic files must be received one week prior to any submittal deadline for inclusion in submittal drawings.
11. Provide right of entry for PEC's personnel for performing site visits, field surveys, and inspections. All-Terrain Vehicles (ATV) may be used to collect data throughout the site.
12. Promptly review all preliminary study reports, drawings, recommendations, contract documents, and other data submitted by PEC, and to advise PEC of any desired corrections, modifications, or additions thereto.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
3. Design of utilities to the PROJECT site, except as included above.
4. Analysis of existing utility systems.
5. Design of "Additional Services or Extra Services" as defined by CASE unless

specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.

6. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
7. Design of retaining walls.
8. Design of any water pump stations, or sanitary sewer lift stations located outside the building footprint.
9. Platting and/or Zoning requirements or change processes.
10. ALTA Land Title Surveys.
11. Construction Administration services.
12. Construction Testing and Inspection, Construction Staking.
13. Telecommunications design – Voice, Data, and Video Distribution System.
14. Provide documentation required to support LEED credits designed by PEC.
15. Alternate designs not specifically listed in the Scope of Services.
16. Landscaping and irrigation plans.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Plan review and permit fees.
3. Environmental assessments/clearances.
4. Fire protection and fire alarm design, drawings, and calculations.
5. Outside consultants.
6. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.
7. Alternate designs not specifically listed in the above Scope of Services.
8. Easement abandonments and dedications.
9. Tree Survey/Identification Service.
10. Procurement of Ownership and Encumbrance Report.

H. PEC's Fees & Reimbursable Expenses:

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$38,900.00**.

Discipline	Design	CA	Subtotal
Survey	\$ 4,900.00	\$ 0.00	\$ 4,900.00
Civil	\$31,000.00	\$3,000.00	\$34,000.00
Totals	\$35,900.00	\$3,000.00	\$38,900.00

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



Request for Commission Action

Date: May 1, 2023

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

332 N MASSACHUSETTS ST: wood, appliances, trash, scrap metal and debris.

330 N MASSACHUSETTS ST: appliances, trash and debris.

1922 LOOMIS ST: trash, furniture and debris.

1003 E 11th Ave: trash, wood and debris.

411 W 14th: appliances, debris, clothing, trash, wood and scrap metal.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

Attachments:

Nuisance Resolution – 332 N Massachusetts - 2 Photos

Nuisance Resolution – 330 N Massachusetts- 2 Photos

Nuisance Resolution – 1922 Loomis - 2 Photos

Nuisance Resolution – 1003 E 11th - 2 Photos

Nuisance Resolution – 411 W 14th - 2 Photos

Request for Commission Action

332 N Massachusetts-



Request for Commission Action

330 N Massachusetts -



Request for Commission Action
1922 Loomis St



Request for Commission Action
1003 E 11th Ave



04-04-2023
1003 E 11TH AVE
WINFIELD, KS 67156



04-04-2023
1003 E 11TH AVE
WINFIELD, KS 67156

Request for Commission Action
411 W 14th



A RESOLUTION

DETERMINING the existence of certain nuisances at **332 N Massachusetts St** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 29TH day of March 2023, and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: MCCULLOUGH, BRIAN D
332 N MASSACHUSETTS
Winfield, KS 67156

Occupant: VACANT
332 N MASSACHUSETTS
Winfield, KS 67156

Legal Description: MUSGROVES'S ADD, BLOCK 40 S35 OF N70 LT 9

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 1st day of May 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **330 N Massachusetts St** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 17TH day of April, 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: MARQUIS, RUTH A
330 N MASSACHUSETTS
Winfield, KS 67156

Occupant: MARQUIS, RUTH A
Property Address: 330 N MASSACHUSETTS
Winfield, KS 67156

Legal Description: MUSGROVES'S ADD, BLOCK 40 S30 LT 9 & N30 LT 10

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 1st day of May 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **1922 Loomis St** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 4TH day of April, 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: STOABS, JOHN D
STOABS, MAURICA J
1006 E 11TH AVE
Winfield, KS 67156

Occupant: STOABS JOHN D
Property Address: 1922 LOOMIS ST.

Legal Description: SUNNYSIDE ADD, BLOCK 179, LOT 7

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 1st day of May 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **1003 E 11TH AVE** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 4th day of April 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the City, to wit:

Owner: STILLINGS, APRIL JOY
STILLINGS ANDREA
1003 E 11th Ave
Winfield, KS 67156

Occupant: STILLINGS, ANDREA
Property Address: 1003 E 11th Ave

Legal Description: JOHNSON & PIERSON'S ADD, BLOCK 311, LT 6 EXC E15

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 1st day of May 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **411 W 14th Ave** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 11th day of April 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: GREER, RONALD L
GREER, TONYA R
320 IOWA ST
Winfield, KS 6 7156

Occupant: VACANT
Property Address: 411 W 14TH AVE

Legal Description: ROBINSONS ADD, BLOCK 54, LOT 4-6

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 1st day of May 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl



Request for Commission Action

Date: April 26, 2023

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested:

Consideration of awarding a contract to APAC- Kansas, Inc. for the CCLIP Resurfacing Project, FY 2023, Project Number 018 U-2417-01 for Highway improvements to US-77 and US-160

Analysis:

This project was applied for under KDOT's City Connecting Link Improvement Program. This project is a combination of KDOT's Fiscal 2023 and 2024 project awards. KDOT will fund 90% of the participating cost of approved projects up to a maximum of \$800k. (\$400/project year).

Fiscal Impact:

The engineers estimate for the work was \$835,792.75. However, the low bid submitted was \$721,099.46 by APAC. Based on the bid submitted, the City's portion of the project will be approximately \$72,110 which will be funded by sales tax revenue.

Attachments: Bid Tab, Authority to Award



Authority to Award

CCLIP-SP Project Number 18 U-2417-01

City of Winfield

Date: 5/1/2023

The KDOT Bureau of Local Projects (BLP) has reviewed the bid documents for the referenced project and concurs with the City's recommendation to award the contract to APAC.

After the contract has been approved by the City and signed by all parties, please forward an electronic copy of the signed contract and pertinent documents to the Bureau of Local Projects (via email). Also, please forward the below-listed milestone dates as they occur:

- Notice to Proceed Date
- Actual Work Start Date (may be the same as the Notice to Proceed)
- Date Work Completed
- Notice of Acceptance Date (from KDOT Area Engineer)

Matt Graham, P.E.
Local Road Engineer
(785) 207-5125
Matthew.Graham@ks.gov

Cc: Jen Brendel
Kimberly Marotta

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for CCLIP Resurfacing Project, FY 2023, Project Number 018 U-2417-01 for Highway improvements to US-77 from 19th Ave. to Walnut River Bridge and US160 from Wheat Road to Industrial Road, between the City of Winfield, Kansas and APAC- Kansas Inc., Shears Division, Wichita, Kansas.

WHEREAS, bids for the highway improvements were requested, accepted and opened at 2:00 p.m. on April 25, 2023; and,

WHEREAS, APAC- Kansas Inc., Shears Division, submitted the apparent lowest bid;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of seven hundred twenty-one thousand ninety-nine dollars and forty-six cents (\$721,099.46) for CCLIP Resurfacing Project, FY 2023, Project Number 018 U-2417-01 for Highway improvements to US-77 from 19th Ave. to Walnut River Bridge and US160 from Wheat Road to Industrial Road, between the City of Winfield, Kansas and APAC- Kansas Inc., Shears Division, Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 1st day of May 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/ps

SECTION 00 41 45
BID FORM

PROJECT NAME: Pavement Surfacing Improvements Main St (US-77)

PROJECT NUMBER: 35-217047-000-0943

KDOT PROJECT NUMBER: 018 U-2417-01

BIDDER: APAC-Kansas, Inc., Shears Division

This Bid is Submitted to: _____ City of Winfield, Ks.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security.
 - B. Supplement to Bids Form.
1. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
3. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

4. BIDDER shall complete the Work for the following price(s):

PAVEMENT SURFACING IMPROVEMENTS

BASE BID

Item No.	Description	Approx. Quantities	Unit	Unit Price In Figures	Amount In Figures
1.	Mobilization	1	LS	\$ \$42,000.00	\$ \$42,000.00
2.	Traffic Control	1	LS	\$ \$35,000.00	\$ \$35,000.00
3.	Asphalt Milling	38,150	SY	\$ \$2.50	\$ \$95,375.00
4.	Asphaltic Concrete Overlay	38,150	SY	\$ \$13.00	\$ \$495,950.00
5.	Full Depth Pavement Replacement	10	SY	\$ \$1,000.00	\$ \$10,000.00
6.	Pavement Marking (Thermoplastic)(White)(6")	12,361	LF	\$ \$0.64	\$ \$7,911.04
7.	Pavement Marking (Thermoplastic)(White)(12")	152	LF	\$ \$8.00	\$ \$1,216.00
8.	Pavement Marking (Thermoplastic)(Yellow)(4")	15,842	LF	\$ \$0.51	\$ \$8,079.42
9.	Pavement Marking (Thermoplastic)(Yellow)(12")	616	LF	\$ \$8.00	\$ \$4,928.00
10.	Pavement Marking (Intersection Grade)(White)(24")	605	LF	\$ \$18.00	\$ \$10,890.00
11.	Pavement Marking Symbol (Intersection Grade)(White) (Right Arrow)	14	EA	\$ \$250.00	\$ \$3,500.00
12.	Pavement Marking Symbol (Intersection Grade)(White) (Left Arrow)	25	EA	\$ \$250.00	\$ \$6,250.00

per the unit
cost, this
should be
\$495,950.00

TOTAL BASE BID (in figures)

\$ \$721,099.46

TOTAL BASE BID (in words) Seven Hundred Twenty One Thousand, Nine Hundred

Ninety Nine Dollars and Forty Six Cents.

5. Bidder acknowledges that:

Seven hundred twenty-one thousand ninety-nine and forty-six hundredths

A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

B. The quantities of items of unit price work are based on the work as included in the contract documents. Adjustments of the quantities shall only occur with a change in the work as set forth in a Change Order.

6. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
7. Bidder accepts the provisions of the Agreement as to liquidated damages.
8. In submitting this Bid, Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - A. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - B. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - E. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - G. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - K. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
1. The Bidder certifies the following:
- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - 1) Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2) Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - 3) Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - 4) Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

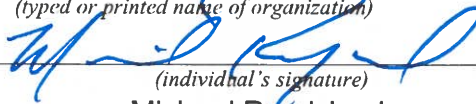
BIDDER hereby submits this Bid as set forth above:

Bidder:

APAC-Kansas, Inc., Shears Division

(typed or printed name of organization)

By:



(individual's signature)

Name:

Michael Roudybush

(typed or printed)

Title:

Estimating Manager

(typed or printed)

Date:

04/25/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Tom W. Castor

(typed or printed)

Title:

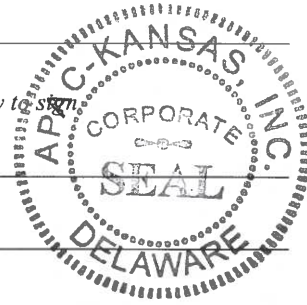
Branch Manager

(typed or printed)

Date:

04/25/2023

(typed or printed)



Address for giving notices:

3511 S. West St.

Wichita, Ks. 67217

Bidder's Contact:

Name:

Michael Roudybush

(typed or printed)

Title:

Estimating Manager

(typed or printed)

Phone:

316-524-5200

Email:

mike.roudybush@apac.com

Address:

3511 S. West St.

Wichita, Ks. 67217

Bidder's Contractor License No.: (if applicable)

END OF SECTION

SECTION 00 41 55
SUPPLEMENT TO BID FORMS

1.1 BIDDERS QUALIFICATIONS AND SUBCONTRACTING

- A. To evaluate the Bidders qualifications for acceptance on this project, the Owner requests the following.
- B. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type</u>	<u>Material Type & Size</u>	<u>Approximate Bid</u>
City of Winfield, Ks	2022	Overlays	Asphalt	\$425,000.00
City of Cheney, Ks.	2022	St. Repairs	Asphalt	\$214,000.00
City of El Dorado, Ks.	2022	CCLIP	Asphalt	\$450,000.00

- C. List of Suppliers and Subcontractors that shall be used on this Project.

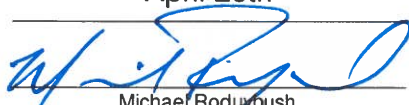
<u>Name</u>	<u>Material/Type of Work</u>
Dustrol Inc.	Making
Road Safe Traffic Systems	Striping

- D. This report is an integral part of the proposal and must be submitted with Bid.

Date April 25th, 2023.

By

Title


Michael Roddybush
Estimating Manager

END OF SECTION

OWNER: City of Winfield
PROJECT: Pavement Surfacing Improvements
PEC PROJECT NO: 35-217047-000-0943
KDOT PROJECT NO: 018 U-2417-01
Bid Date/Time: April 25, 2023 2:00pm

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		APAC-Kansas, Inc., Shears Division	
				UNIT PRICE	COST	UNIT PRICE	COST
BASE BID							
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 42,000.00	\$ 42,000.00
2	Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00
3	Asphalt Milling	38,150	SY	\$ 3.00	\$ 114,450.00	\$ 2.50	\$ 95,375.00
4	Asphaltic Concrete Overlay	38,150	SY	\$ 15.00	\$ 572,250.00	\$ 13.00	\$ 495,950.00
5	Full Depth Pavement Replacement	10	SY	\$ 50.00	\$ 500.00	\$ 1,000.00	\$ 10,000.00
6	Pavement Marking (Thermoplastic)(White)(6")	12,361	LF	\$ 1.25	\$ 15,451.25	\$ 0.64	\$ 7,911.04
7	Pavement Marking (Thermoplastic)(White)(12")	152	LF	\$ 2.75	\$ 418.00	\$ 8.00	\$ 1,216.00
8	Pavement Marking (Thermoplastic)(Yellow)(4")	15,842	LF	\$ 1.50	\$ 23,763.00	\$ 0.51	\$ 8,079.42
9	Pavement Marking (Thermoplastic)(Yellow)(12")	616	LF	\$ 3.00	\$ 1,848.00	\$ 8.00	\$ 4,928.00
10	Pavement Marking (Intersection Grade)(White)(24")	605	LF	\$ 2.50	\$ 1,512.50	\$ 18.00	\$ 10,890.00
11	Pavement Marking Symbol (Intersection Grade)(White)(Right Arrow	14	EA	\$ 400.00	\$ 5,600.00	\$ 250.00	\$ 3,500.00
12	Pavement Marking Symbol (Intersection Grade)(White)(Left Arrow)	25	EA	\$ 400.00	\$ 10,000.00	\$ 250.00	\$ 6,250.00
BASE BID TOTAL				\$ 835,792.75		\$ 721,099.46	
BID BOND				N/A		Yes	