



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 27, 2022**

**Department** Administration

**Director Approval** David Cowan

**AGENDA ITEM** Consider authorizing the Mayor to sign an agreement with PEC for Riverside Park & Ralph Mitchell Zoo Electrical Study.

**SUMMARY RECOMMENDATION** City staff recommends an agreement with PEC

**BACKGROUND** The City of Independence received proposals for Electrical plans for Riverside Park and Zoo. After reviewing the initial RFP, the City updated the RFP and refined the request for an initial study of the electrical service with a complete cost estimate.

The City received four proposals.

1. LS&A - not to exceed \$34,800.00
2. Hoss & Brown - not to exceed \$17,500.00 + (additional site visits \$2,000 per visit)
3. PEC - not to exceed \$16,000.00 + expenses (scanning, printing, vehicle rental)
4. Basis Consulting - not to exceed \$9,000.00

The committee of John Garris, Scott Patton, David Cowan, Commissioner Ysusi, and Kelly Passauer reviewed the proposals and recommended PEC. The committee felt their proposal was complete and fulfilled all the requirements requested. The low proposal did not meet all of the specifications and the complete cost estimate requested in the RFP.

**SUGGESTED MOTION** I move to authorize the Mayor to sign an agreement with PEC for a Riverside Park & Ralph Mitchell Zoo Electrical Study for \$16,000 and expenses pending the City Attorney's review.

**SUPPORTING DOCUMENTS**

1. December 9, 2021 RCA with original RFP
2. Revised RFP
3. PEC Proposal



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**December 9, 2021**

**Department** Park and Zoo

**Director Approval** Scott Patton

**AGENDA ITEM** Consider authorizing issuing a Request for Proposals (RFP) for electrical engineering design services to upgrade electrical infrastructure and service to Riverside Park and Ralph Mitchell Zoo.

**SUMMARY RECOMMENDATION** Staff recommends setting the date to receive RFPs'.

**BACKGROUND** Riverside Park and Ralph Mitchell Zoo currently operate on outdated electrical infrastructure which is owned by the city. With this update electrical service, the local utility provider has agreed to assume electrical service of the Park and Zoo. In order to proceed with the project, stamped engineering plans must be completed. City staff is recommending taking RFP for electrical design and engineering of the electrical service at

**SUGGESTED MOTION** I move to authorize the issuance of an RFP for electrical engineering design services to upgrade electrical infrastructure and service to Riverside Park and Ralph Mitchell Zoo.

**SUPPORTING DOCUMENTS**

1. RFP
2. Park Map

# **REQUEST FOR PROPOSALS**

## **Electrical Engineering Services**

### **CITY OF INDEPENDENCE KANSAS**

December 09, 2021

**Important Dates:**

Electronic Proposal Due Date:	Dec 30, 2021 by 2 p.m.
Projected City Council Award of Agreement:	Jan 13, 2022
Projected Agreement Start Date:	Jan 17, 2022

**Contact:**

Scott Patton  
Riverside Park & Zoo Director  
City of Independence Kansas  
811 West Laurel  
Independence, Ks  
67301  
Phone: 620.205.7527  
Email: [scottp@independenceks.gov](mailto:scottp@independenceks.gov)

PROPOSALS MAY BE SUBMITTED IN ELECTRONIC FORMAT (PDF) OR BY MAIL TO THE CITY OF INDEPENDENCE.

(PDF) CITY CLERK MAILBOX [DAVIDS@INDEPENDENCEKS.GOV](mailto:DAVIDS@INDEPENDENCEKS.GOV)

MAIL: DAVID SCHWENKER, CITY CLERK , 811 WEST LAUREL STREET ,  
INDEPENDENCE, KANSAS 67301 ATTN: ELECTRICAL ENGINEERING RFP

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## **I. INTRODUCTION**

The City of Independence ("City") is requesting professional proposals from qualified organizations to assist the City with Electrical Engineering design at Riverside Park & Ralph Mitchell Zoo. Provide the City with stamped electrical plans for the City to bid an electrical upgrade to Riverside Park and Ralph Mitchell Zoo.

### **A. Background.**

The City of Independence is a city with a population of 8,500 people, located in the Southeast Kansas. The Independence Riverside Park & Zoo is currently in the process of developing a master plan for improvements to the Zoo and eventual accreditation. The Independence Riverside Park and Zoo is a tourist attraction and a key landmark in the community.

### **B. Purpose of the Request.**

The Riverside Park & Zoo currently operates on an outdated City infrastructure owned by the City. The local utility provider, has agreed to assume the electrical service of the Riverside Park and Zoo infrastructure with this update to modern electrical service.

## **II. SCOPE OF SERVICES**

Attached as Exhibit A is a map of Riverside Park and Ralph Mitchell Zoo. The current utility power enters the Park crossing Oak Street {East of 311 E. Oak Street} overhead on utility poles. The City is updating old electrical infrastructure to current standards to bring new electrical service into Riverside Park and Ralph Mitchell Zoo. The new service would be underground service and boring under Oak Street with Evergy power and underground service throughout the Park and Zoo. The City would ask the engineer to work with Evergy as they determine pad transformer size and locations. The new service design would also include new underground electrical service to existing buildings, exhibits, rides, new underground lighting and poles. The City has also visited with Evergy about new lighting poles throughout the Park and Zoo and would ask it be a part of the plan. The new metering locations and load determinations for buildings service to be determined by the engineer. The City also requests the electrical engineer to design emergency power backup for the Zoo, including the Steven's and adjacent buildings holding animals. The emergency power backup should include an appropriate size generator and switching gear. The City is also currently working on a Master Plan for Ralph Mitchell Zoo and would ask the engineer to work with the consultant to incorporate those proposed exhibits and new buildings into transformer size and the ability to provide electrical service.

The following locations will require new electrical service.

1. Tennis Courts (#2 on map)
  - a. New service line and meter
2. Tennis Club House (#3 on map)
  - a. New service line and meter
3. 4-H buildings (#4,5 & 6 on map)
  - a. New Service and meter
  - b. Bathroom (#29)
4. Sculpture Garden (#8)
  - a. ? meter location
5. Miniature Golf Course (#9)
6. Miniature Golf Ticket Booth
  - a. Meter Location
7. Miniature Train (#10)
8. Garden Club Office (#11)
  - a. New Service and meter
9. Santa Fe Train (#12)
  - a. Service from Garden club house
10. Concession House (#21)
  - a. Service entrance and meter
  - b. Service bathrooms (#31)
11. Ralph Mitchell Zoo (TBD locations of metering for exhibits)
  - a. Monkey Island (#33)
  - b. Stevens Building (#34)
    - i. Stevens Bldg – Bear Cage/Mountain Lion
  - c. Duck Pond (#35)
  - d. Wallaby Exhibit (#37)
  - e. African Tortoises (#39)
  - f. Donkey Exhibit (#40)
  - g. Ravine (#43)
12. Riverside Park Side
  - a. Logan Fountain (#16)
    - i. Service located on West side of fountain oval
  - b. Shelter House (#15)
    - i. New service and meter
  - c. Playground Lighting (#13 & 14 area)
  - d. Playground Bathroom (#30)
  - e. Carousel (#17)
    - i. Change from 3 phase to single phase – see explanation below
  - f. Picnic Area (#19)
    - i. Lighting
  - g. Band Shell (#20)
  - h. Concession House (#21)

- i. Rock Kitchen (#21)
  - j. Shelters
    - i. #22-#26
    - ii. Lighting
  - k. Lone Chief Cabin #27
  - l. Lighting – One Way
13. Carousel is currently operated with 3-phase electricity and the City would desire the engineer to design single phase for the entire Park and converting the carousel with this scope of work
14. Engineer will design plan with the ability to phase in the new electrical infrastructure into the Park and Zoo.
15. Engineering Services may contact Scott Patton at [scottp@independenceks.gov](mailto:scottp@independenceks.gov) to arrange a walk through prior to the bid date to review the site.

### **III. PROPOSAL FORMAT**

The proposal format is up to the proposer, but proposals shall include the following minimum information, in an easy to find format:

**A. Description of Organization, Management and Team Members.**

Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager for this project, and the day to day contact person for the job. Include resumes of key personnel and indicate which branch office they work out of.

**B. Organization Qualifications.**

Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide information on the subconsultant firm and personnel likely to be used.

**C. References, Related Experience and Examples of Work.**

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed. Show small sized, medium sized and on-call service contracts, if available.

#### **IV. SELECTION PROCESS**

##### **A. Qualifications.**

All proposals received by the due date will be evaluated by the City. Only information which is received in response to the RFP and input from references will be evaluated. The City will judge the responses of each proposing firm in several critical areas. The City, at its discretion, may invite selected proposers to an oral interview to further assess qualifications and assist in the final selection process.

B. Selection Criteria.

The City will select the most qualified proposal(s) based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Firm to Carry Out and Manage the Proposed Project.

An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the City's need and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

2. Capabilities of the Consultant Team Members.

Assessment of the capabilities of the individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on similar projects.

3. Proximity to the Project Involved for the Proposer and/or Team.

The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.

4. Billing Rate

Cost, while not determinative, may be considered in the selection process.

C. Proposed Selection and Project Schedule.

Electronic Proposal Due Date:	Dec 30, 2021 by 2 p.m.
Projected City Council Award of Agreement:	Jan 13, 2022
Projected Agreement Start Date:	Jan 17, 2022

D. Award of Contract.

It is anticipated that any award of an agreement for services will be made by the City Council as early as the January 13, 2022 meeting. Notice to proceed will be issued on or after January 17, 2022.

**V. PROPOSAL DUE DATE AND DELIVERY**

The Proposal shall be submitted in electronic format (PDF) to the City of Independence general mailbox at [davids@independenceks.gov](mailto:davids@independenceks.gov) by **2 p.m. on Dec 30, 2021**. It is the Proposer's responsibility to clearly identify the RFP name in the email subject line "RFP for ELECTRICAL ENGINEERING SERVICES". The City shall not be held liable for negligence on the Proposer's part to confirm acknowledgement of receipt by the City. The time and date on the email, as received in the City's general mailbox, will serve as the official received date and time stamp. Please allow sufficient time to submit and acknowledge the submittal of your proposal. RFP's with a time stamp after 2 p.m. will not be accepted.

The RFP shall be valid for **60 days** from the submittal of the proposal to the City of Independence.

**VI. CONDITIONS OF REQUEST**

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the subconsultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

**B. Liability of Costs and Responsibility.**

The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Independence.

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

**C. Validity.**

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing December 30, 2021, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

**D. Standard Service Provider Agreement.**

A sample agreement shall be provided by the proposer for City staff and attorney review. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The consultant agreement will not be executed by the City without first being signed by the proposer.

E. Permits and Licenses.

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City of Independence which will be required in connection with the performance of services hereunder.

F. Oral and Written Explanations.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

G. Proposer's Representative.

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

H. Deliverables.

Deliverables depend upon the task assigned. In general, three (3) copies of administrative draft reports are required upon completion of each major part of the project. Following approval by the staff, three (3) copies of each final report are required.

One unbound copy of each final document and an electronic file containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics.

I. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample consultant agreement.

EXHIBITS:

- A. Scope of Services
- B. Standard Service Provider Agreement

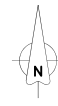
## **EXHIBIT A**

### **Riverside Park Map**

The City desires to update City owned infrastructure and services entrances to Riverside Park and Ralph Mitchell Zoo.

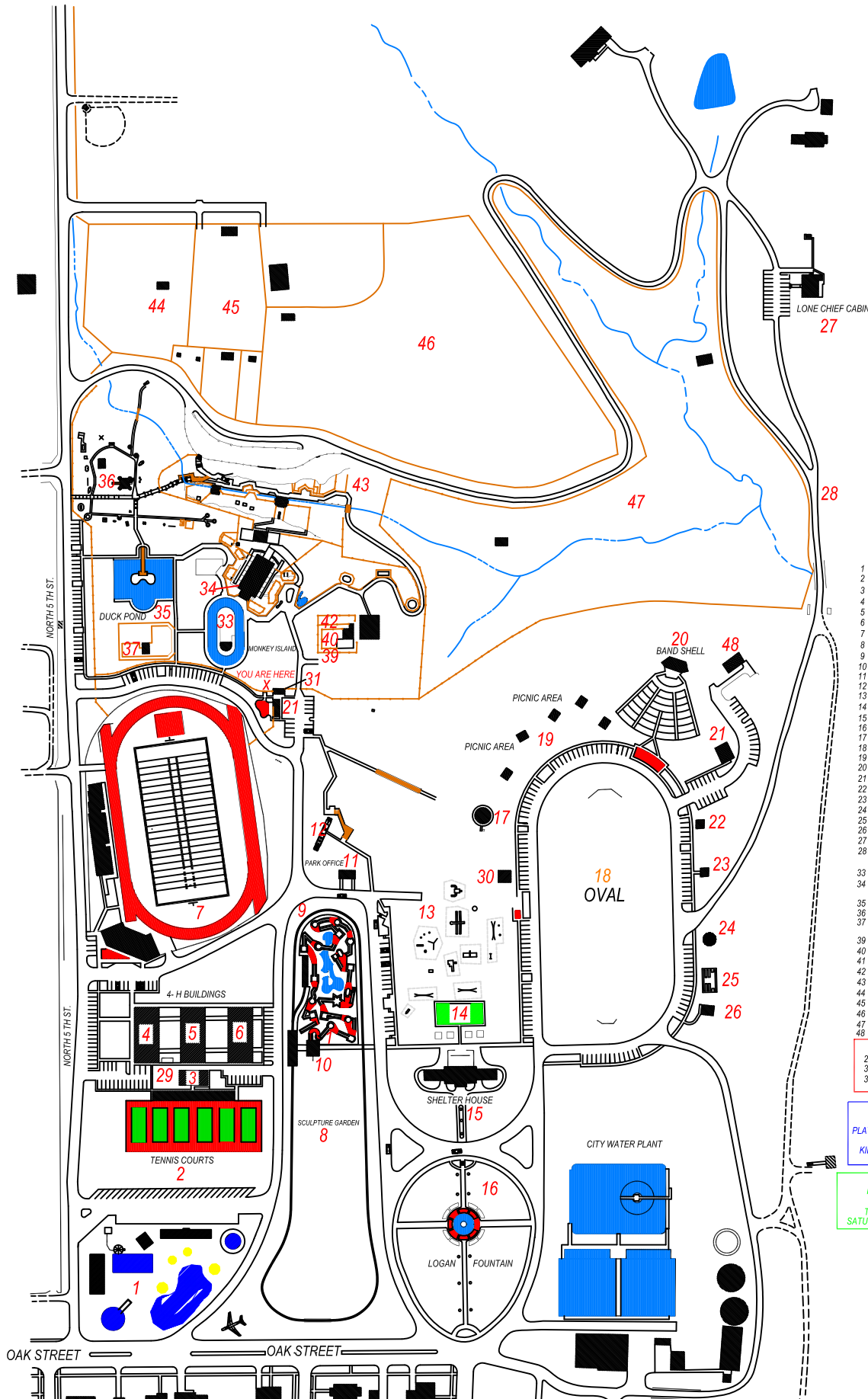
The following map corresponds to Section II. Scope of work.

# RIVERSIDE PARK INDEPENDENCE, KANSAS



Drawn: Feb 2001

VERDIGRIS RIVER



- 1 RIVERSIDE BEACH FAMILY AQUATIC CENTER
- 2 KEN BROWN TENNIS COURTS
- 3 TENNIS CLUB HOUSE
- 4 ENCLOSED 4-H BUILDING
- 5 MIDDLE OPEN 4-H BUILDING
- 6 EAST OPEN 4-H BUILDING
- 7 EMMOT FIELD
- 8 SCULPTURE GARDEN
- 9 MINIATURE GOLF COURSE
- 10 MINIATURE TRAIN
- 11 GARDEN CLUB HOUSE & PARK OFFICE
- 12 SANTA FE 1050 TRAIN
- 13 HORNER PLAYGROUND
- 14 CORYTHOSAURUS DINOSAUR
- 15 STICH SHELTER HOUSE
- 16 LOGAN FOUNTAIN
- 17 CAROUSEL
- 18 PARK OVAL
- 19 KIWANIS SHELTERS
- 20 BOB HILLE RIVERSIDE BOWL (BANDSHELL)
- 21 CONCESSION HOUSE
- 22 SCHOOL HOUSE SHELTER
- 23 OPEN SHELTER
- 24 LEONARD OPEN SHELTER
- 25 HORSE SHOE PIT
- 26 OPEN SHELTER
- 27 LONE CHIEF CABIN
- 28 WELLS DRIVE- ONE WAY ZOO
- 33 MONKEY ISLAND
- 34 STEVENS BUILDING
- 35 MAIN ZOO EXHIBIT BUILDING
- 36 DUCK POND
- 37 KIDDY LAND
- 39 AFRICAN SPURRED TORTOISES
- 40 DONKEY EXHIBIT
- 41 KIDDY LAND
- 42 QUAIL EXHIBIT
- 43 RAVINE- NATIVE KANSAS ANIMALS
- 44 ELK PEN
- 45 LLAMA PEN
- 46 BISON AND DEER PEN
- 47 AQUADAD PEN
- 48 ROCK KITCHEN

**RESTROOMS**  
29 4-H BUILDING  
30 HORNER PLAYGROUND  
31 RALPH MITCHELL ZOO

**DRINKING FOUNTAINS**  
CAROUSEL AREA  
PLAYGROUND RESTROOM AREA  
ZOO RESTROOM AREA  
KIDDY LAND PLAYGROUND  
TENNIS COURTS

**CONCESSIONS  
PROVIDED BY LIONS CLUB  
HOUSES**  
TUES-FRIDAY - EVENINGS  
SATURDAY & SUNDAY 1:00 PM- 8 PM

UPDATED JUNE 27 TH. 2011

BY : MIKE CONWAY

**City of Independence – Riverside Park/Zoo Electrical RFP – Scope of Work & Not to Exceed Request.**

**Scope of Work:**

1. Evaluation of electrical service throughout Riverside Park and Ralph Mitchell Zoo.
  - a. Included in the scope of work
    - i. Electrical Service – preliminary metering locations determined for the buildings in concert with Evergy (City prefers underground service locations)
    - ii. Evaluations of building electrical service
      1. Code evaluation
      2. Suitability of service for expansion
      3. Requirements to 2014 NEC standard
    - iii. Cost and requirements to change carousel power from 3-phase to single phase
    - iv. Preliminary cost and schedule for project
    - v. Estimated cost and schedule for detailed electrical design
2. Consult with PGA doing the Zoo Master Plan
  - a. Ensure adequate power is available at the pedestal transformers for future expansion
  - b. Consultant with PGA to ensure plans for expansions, new construction and new exhibits can be sufficiently powered in the future

The City of Independence has a committee assigned to assist with the Zoo Master plan and electrical upgrades. This committee is available to answer questions and assist during the evaluation of this electrical design document.

**Timeline of Plan:** The City is requesting the evaluation, preliminary cost estimate, and estimated cost and schedule for detailed electrical design be finalized and submitted to the City by May 14, 2022.

**Cost of the Work:** The City of Independence is requesting the engineering company submit a **time and materials not to exceed price along with relevant rates** proposal for this scope of work by January 20, 2022, at 2:00 p.m.



Submission can be emailed or faxed to:

David Schwenker, City Clerk  
Riverside Park Electrical  
[davids@independenceks.gov](mailto:davids@independenceks.gov) / [davidc@independenceks.gov](mailto:davidc@independenceks.gov)  
620.332.2511 fax

If you have questions, please contact Scott Patton or David Cowan. 620.205.7527 or 620.330.0056

The City of Independence reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or request changes with accepted credit or debit.

January 20, 2022

Mr. David Cowan  
Assistant City Manager – Director of Safety  
811 W. Laurel St.  
Independence, KS 67301

RE: City of Independence Riverside Park & Zoo Electrical Service Evaluation Project

Dear Mr. Cowan:

Thank you for the conversation last week and we appreciate the opportunity to partner with you on this project. Please see attached proposal for our services. Please feel free to contact us with any questions or comments!

Respectfully Submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, PA



David Garza, LC  
Electrical Division

January 20, 2022

Mr. David Cowan  
Assistant City Manager – Director of Safety  
City of Independence, Kansas  
811 W. Laurel St.  
Independence, KS 67301

Reference: AGREEMENT for City of Independence Riverside Park & Zoo Electrical  
Service Evaluation - Independence, Kansas  
PEC Project No. 210964-001

Dear David:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to The City of Independence, Kansas (“Owner”) 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.

**Owner Responsibilities.** To enable PEC to perform the Services, Owner shall, at its sole expense: (1) provide all information and documentation regarding Owner requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Owner representative with authority to transmit instructions, receive instructions and information, and interpret and define Owner 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 Owner. Owner 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 upon receipt. Unpaid balances more than 30 days 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 Owner 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 Owner or anyone claiming by, through or under the Owner, 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 Owner 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 Owner shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Owner and PEC, Owner 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 Owner, and any reliance on such electronic files will be at the Owner sole risk.

**Insurance.** PEC and Owner 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 Owner. 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 Owner 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, Owner (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 Owner selects accelerated, phased or fast-track scheduling, Owner agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Owner 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 Owner 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 Owner 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 Owner 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.** Owner 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. Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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, Owner 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 Owner and anyone claiming by, through or under Owner, 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 Owner or anyone claiming by, through or under Owner.

**Assignment.** Owner 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 Owner, its successors and assigns.

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

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Owner 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 Owner.

**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.

Mr. David Cowan  
City of Independence, Kansas  
City of Independence Riverside Park & Zoo Electrical Service Evaluation  
January 20, 2022  
Page 5

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.



David Garza, LC  
Electrical Division

DCG:lms

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Steve Vo

Title: Electrical Division Manager

Date: \_\_\_\_\_

ACCEPTED:

CITY OF INDEPENDENCE, KANSAS

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

- A. The City of Independence Riverside Park & Zoo Electrical Service Evaluation (Project) shall consist of a non-destructive assessment of the Riverside Park and Ralph Mitchell Zoo Facilities and coordination with PGA for assistance with the Zoo Master Plan.

**B. Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within fourteen days after receiving Owner's notice to proceed.

**C. Project Deliverables**

1. The Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas, where applicable:
  - a) Written assessment of the existing facility conditions with associated recommendations and estimated, corresponding construction costs as noted below:
    - i. Electrical Service – preliminary metering locations determined for the buildings in concert with Evergy. Distribution to building will be undergrade if possible.
    - ii. Evaluations of building electrical services based on 2014 NEC to determine system condition and expansion capability.
    - iii. Cost and requirements to change carousel power from 3-phase to single phase.
    - iv. Preliminary cost and schedule for project.
    - v. Estimated cost and schedule for detailed electrical design associated with above recommendations.
  - b) Provide consulting services for coordination of Zoo Master Plan.

**D. Scope of Services:**

1. General Scope Items for Electrical Services:
  - a) Conduct pre-design site visit to assess existing conditions with City Staff.
  - b) Provide recommendations for any needed equipment replacements due to age or Code based factors.
  - c) Provide Engineer's opinion of probable construction cost of recommendations included in written report.
  - d) Provide estimated cost and schedule for detailed electrical engineering design for recommendations listed within the assessment.

**E. Additional Responsibilities of Owner:**

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

1. Project schedule and modifications to the schedule made during project.
2. Drawings, studies, reports, and other information available pertaining to the existing building and site.

**F. Exclusions:**

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

1. Electrical Design Services.

**G. PEC's Fees & Reimbursable Expenses:**

1. PEC will invoice Owner one time per month for services rendered and Reimbursable Expenses incurred in the previous month. Owner agrees to pay each invoice within 30 days after receipt. Unpaid invoices may be subject to an interest charge at the rate of 1.5% per month.
2. PEC's Fee for its Scope of Services will be on an hourly basis, at the rates established on the attached Rate Schedule not to exceed \$16,000, plus Reimbursable Expenses.
3. Reimbursable Expenses shall include digital scanning and printing by outside firms, and vehicle rental and fuel for travel outside the county of the PEC office(s) providing design services.
4. Taxes are not included in PEC's Fees. Owner shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

2022 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$195.00
Senior Project Manager .....	\$190.00
Project Manager .....	\$175.00
Senior Engineer.....	\$170.00
Project Engineer.....	\$145.00
Senior Landscape Architect .....	\$140.00
Landscape Architect.....	\$110.00
Land Use Planner.....	\$130.00
Design Engineer.....	\$120.00
Senior Technician .....	\$135.00
Design Technician .....	\$100.00
Commissioning Agent.....	\$130.00
Project Assistant .....	\$85.00
Senior Field Project Manager .....	\$155.00
Field Project Manager.....	\$140.00
Senior Inspector .....	\$135.00
Inspector .....	\$115.00
Senior Field Technician .....	\$95.00
Field Technician .....	\$75.00
Driller.....	\$100.00
Land Surveyor.....	\$125.00
Party Chief.....	\$105.00
Survey Technician .....	\$85.00

\*Premium time for all non-salaried personnel or as noted in the contract

1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50.00/Hour
Structural Testing Equipment .....	\$50.00/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	\$0.585/Mile
Truck Mileage .....	\$0.70/Mile
ATV.....	\$20.00/Hour
GPS .....	\$50.00/Hour
3D Laser Scanner .....	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
UAS.....	\$150.00/Hour
Drill Rig Use .....	\$75.00/Hour
Car Rental and Fuel.....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail. . .	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10.00/Each
Nuclear Gauge Equipment.....	\$20.00/Each
Compression Tests of Cylinders .....	\$12.00/Each
Ultra Sonic Testing Equipment .....	\$50.00/Each
Semi-Trailer Mileage.....	\$3.00/Mile

\*\*The rates shown above are effective for services through December 31, 2022 and are subject to revision thereafter.