

**2nd Quarter Report 2020
Procurement \$25,000 to \$49,999**

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
General operations	8-M-004-20	643765	4/2/2020	Facility cleaning	National Catastrophe Restoration Inc	\$25,706.00	Emergency Order
Park Maintenance Facility Improvement	6-C-001-18	701104	04/03/20	Park Maintenance Facility gas relocation	NPL Construction Co	\$32,200.20	Sole Source - utility installation
Sanitary Sewer Manhole Lining	1-C-026-18	644265	4/24/2020	Manhole lining cleaning and resurfacing	Mayer Specialty Services LLC	\$41,267.48	Price Agreement
Water Production	3201591	644324	4/27/2020	AC motor repair	Independent Electric Machinery	\$39,884.00	Price Agreement
City Hall Boiler Replacement	8-M-006-19	644343	04/27/20	Install new PVC flues	P1 Group Inc	\$27,021.00	Price Agreement
Solid Waste	3101541	701049	04/29/20	Assistance with proposal process for recycling and transfer station	Burns & McDonnell Eng Co	\$49,750.00	Competition Exception Report
Park Maintenance Facility Improvement	6-C-001-18	701122	05/07/20	Commissioning Services	Smith and Boucher Inc	\$41,000.00	Request for Qualifications
Raven Ridge Park	4-C-021-17	318901	05/13/20	Pour in place surfacing	Athco	\$49,165.00	Cooperative Agreement
Water Production	3201591	645439	6/17/2020	Repair of broken pipe in Well Field including excavation and replacement	Crossland Heavy Contractors Inc	\$46,021.00	Price Agreement
Plant Maintenance	3201592	645674	6/29/2020	License renewal of AVEVA	Logic Inc	\$25,901.00	Price Agreement



COMPETITION EXCEPTION REPORT

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.



SOLE SOURCE

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Victoria Smith

Date: 03/16/2020

Department Contact: Bob Reynolds

E1 Doc No.: _____

Total Cost: \$100,000

COMMODITY/SERVICE DESCRIPTION:

Provider of Emergency Preventative and Mitigation Viral Disinfect/Cleaning Service.

CER/SOLE SOURCE JUSTIFICATION:

As related to the Corona Virus Pandemic; Facility Managements immediate and preemptive resource engagement was required for procuring preventative and contagion mitigation service. National Catastrophe Restoration, Inc. (NCRI) was contacted, rates negotiated (50% reduction from traditional sq. ft.schedule) with "phase 1" preventative treatment service mobilization immediately following. This immediate time sensitive action was required to lock-in availability of what is to be a very high demand professional resource. and establish baseline disinfect levels.

Approved: _____

 (Department Director)

Approved: _____

 (Procurement Manager)

Over \$25,000:

Approved: _____

 (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

3/23/2020



To: City of Olathe
1385 S Robinson Drive
Olathe KS 66061

Attn: Chad Foster
913-971-9107
ccfoster@olatheks.org

1120 NW US Highway 24
Topeka, KS 66608
Office 785.232.0034
Fax 785.232.4233
www.GonPL.com

Re: Gas main extension and service to 1908 W Ironwood St Olathe KS 66061

Dear Chad

Below is NPL Construction Company's pricing schedule as it pertains to gas installation in the Kansas City service area.

Prospective Estimate / Less Rock Removal			
Description	Units	Cost	Total
2" or Smaller Gas Main - Ln Ft	1,217	\$ 14.85	\$ 18,072.45
Steel Tap	1	\$ 425.00	\$ 425.00
Directional Bore up to 3" - Lnft	125	\$ 15.00	\$ 1,875.00
Sleeving as required	300	\$ 5.50	\$ 1,650.00
1 1/4" PE Service	1	\$ 2,150.00	\$ 2,150.00
Additional 1 1/4" PE Service footage	433	\$ 8.00	\$ 3,464.00
Sand pad or equivalent as required 2" or smaller	1,217	\$ 3.75	\$ 4,563.75
Other line items that may apply			
2 Man Crew w/ Equipment - hr	-	\$ 239.00	\$ -
Sleeving -Lnft	-	\$ 3.00	\$ -
Rock Trench - Cu/Ft	-	\$ 5.50	\$ -
Rock Bore Adder - Lin Ft	-	\$ 15.00	\$ -
Bell Hole Restoration - each	-	\$ 200.00	\$ -
Shoring for Excavations Over 5' in Depth - ea	-	\$ 600.00	\$ -
Flowable Fill as Required - Cu/Yd	-	\$ 250.00	\$ -
Prospective total			\$ 32,200.20
Plus Applicable Taxes			

NPL excludes hard surface replacement, Staking, Irrigation and landscape restoration if applicable.

If additional pricing due to an alternate scope of work is needed, please contact me at your earliest convenience.

Sincerely,

Neil MacKay
Project Manager
Cell: 785-230-9202
nmackay@gonpl.com



NPL CONSTRUCTION AGREEMENT

DATE: 3/23/2020

OWNER: City of Olathe

SCOPE OF WORK: Gas main extension and service to 1908 W Ironwood St Olathe KS 66061

("Work")

CONTRACT SUM: Owner shall pay (choose any or all options, as appropriate):

- ☐ fixed price of _____ dollars.
☒ unit prices in accordance with the attached schedule dated 3/23/2020
☐ time and material rates and prices in accordance with the attached schedule dated _____

INVOICING & PAYMENT: NPL will invoice for work performed on a weekly basis. Payments are due:

- ☐ in advance
☒ net 30 days from date of invoice
☐ other (explain) _____

If Owner fails to make any payments when due, an administrative fee of 10% of the unpaid amount will be immediately accessed. In addition, interest will be charged on the unpaid amount at an annual rate of 18%. Any attorney fees and costs associated with collecting late payment(s) shall also be paid for by Owner.

ADDITIONAL TERMS:

- NPL will repair or replace, at its sole option and cost, any materials and/or workmanship of the Work if, within one year from Owner's final acceptance of same, any such material or workmanship is confirmed by NPL as not meeting applicable specification(s).
- NPL will comply with all laws and ordinances applicable to the Work or its performance.
- Subject to Owner's final payment, NPL will deliver the Work free and clear of any lien or encumbrance stemming from performance of the Work.
- NPL will maintain insurance policies of the types and amounts indicated below:
 - Commercial General Liability – \$1 million per occurrence; \$2 million general aggregate
 - Workers' Compensation – at levels required by the State in which Work is performed
 - Automobile Liability – covering all vehicles used by NPL in connection with the Work at no less than \$1 million combined single limit.
- NPL will indemnify Owner from and against claims or losses stemming from performance of the Work if, and to the extent that, any such claim or loss is caused by the negligent act or omission of NPL and is for death, bodily injury, or damage to tangible property.
- Owner warrants that he/she has the necessary legal rights to the site upon which NPL has been asked to perform the Work, and that he/she is authorized to enter into this Agreement.

NEITHER NPL NOR OWNER SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY AGAINST WHOM LIABILITY IS SOUGHT HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR CLAIMS. NPL's profit on Work actually performed shall not constitute a "consequential" damage.

NPL CONSTRUCTION CO.

Digitally signed by Neil MacKay
DN: cn=Neil MacKay, o=NPL, ou,
email=nmackay@gonpl.com, c=US
Date: 2020.03.31 13:36:21 -05'00'

By:

Neil MacKay

Title: Project Manager

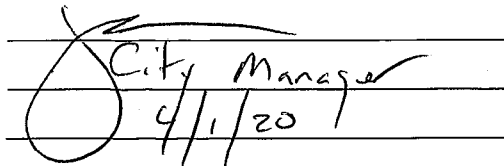
Date: 3/23/2020

OWNER

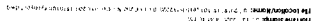
By:

Title:

Date:


City Manager
4/1/20

Revised: 01/17/17





PRICE AGREEMENT/CONTRACT

Contract for: Manhole Lining Services

Agreement Number: 17-4307-02

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: 01/09/2020 - 12/31/2020

Vendor Name/Number: Mayer Specialty Services, LLC

Contact: Todd Mayer

Address: 831 Industrial Road

Phone: 316-794-1165

Goddard, KS 67052

Fax: 316-794-2717

Department: Public Works

Project Number: 17-4307

Council Approval: n/a

Agenda Item: n/a

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Mayer Specialty Services, LLC is the approved vendor for applying Zebron products.

1	Total price per vertical foot - Resurfacing	Less than 1" corrosion	1	each	\$ 81.65
2	Total price per vertical foot - Resurfacing	1" to 2" corrosion	1	each	\$ 163.30
3	Total price per vertical foot - Resurfacing	2" and above corrosion	1	each	\$ 244.90
4	Total price per vertical foot - Manhole Lining		1	each	\$ 150.50
5	Total price per vertical foot - Cleaning		1	each	\$ 44.95
6	Mobilization Fee		1	each	\$ 0.00

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4307 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 17-4307. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 2/20/20



PRICE AGREEMENT/CONTRACT

Contract for: Electric Motor Repair and Rewind Service

Agreement Number: **15-4253**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **09/01/2019- 8/31/2020**

Vendor Name/Number: Independent Electric

Contact: Jim Ferlisi

Address: 4425 Oliver St

Phone: 816-898-9933

Kansas City, KS 66106

Fax: _____

Emergency: 816-289-8676

Department: PW/ES

Email: j.ferlisi@iemco.com

Project Number: 15-4253

Council Approval: N/A

Agenda Item: _____

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

Contract Items:

Repair of electric motors are to be based on the Vaughen's 2015 Electric Motor Price Guide, 100%

1. Independent Electric Multiplier .70 for the following motors:

Three (3) Phase motors up to 50HP

Three (3) Phase motors 50 HP to 250 HP

DC motors 50 HP to 250 HP

DC Motors over 50 HP or Three (3) Phase AC motors over 250 HP

2. Labor rate to inspect, disconnect, connect and properly align motors and other services during regular business hours:

In shop - \$52.00 per hour

On Site - \$62.00 per hour

3. New motors – All major brands are available:

Cost +15%

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All special conditions, detailed specifications, pricing, terms, and conditions of 15-4253 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

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City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA

Assistant Director of Finance Services

Date: 9/16/19



PRICE AGREEMENT/CONTRACT

Contract for: **HVAC/Controls**
Contract Specialist: Victoria Smith
Contr. Spec. Phone: 913-971-8926
Vendor Name: P1 Group, Inc.
Vendor Address: 13605 W 96th Terrace
Lenexa, KS 66215

Department: Facilities
Payment Terms: Net 30

Council Approval: N/A

Agreement No.: **15-4037**
Contract Period: **2/18/19 – 8/31/20**
Contact: Ronnie Rice
Phone: 913-626-6828
Email: Ronnie.rice@p1group.com
Fax: 913-529-5020

Agenda Item: N/A
Accepts City P-Card: ☒ Yes ☐ No

Contract Items:

Annual Service, \$4,944.00

Provide 8 hours quarterly Maintenance on the Johnson Controls BAS System at various City buildings

Annual Service Include:

- System Diagnostics and Performance Checks on Building Automation System
- Calibration to field devices if needed including but not limited to:
 - Temperature sensors
 - DP Transmitters
 - Humidity Transmitters
 - Damper Actuators
 - DP Switches
 - Current Switches
- Modifications to System including but not limited to:
 - Ensure system is operating at peak energy performance
 - Ensure interface is up to date with building layout and remains "user friendly"
- Provide and install system updates and software patches including security updates
 - Includes cost of update Server license and 4 hours to install the updates
- Provide unlimited phone support
 - 24 hours a day, 7 days a week.
 - After hours calls will be billed at the overtime rate below.
- Provide Emergency Services
 - 24 hours a day, 7 days a week
 - After hours calls will be billed at the overtime rate below.
- Classroom Training
 - Unlimited training billed at the rates shown below.

Special Rates

- Material, 5% off list price
- Normal Hourly Labor (7AM – 5PM), \$100/hour
- Overtime Hourly Labor, \$160/hour
- Truck Charge, \$40/trip
- Minimum Labor Hours billed, 2 hours
- To include bid jobs.

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All special conditions, detailed specifications, pricing, terms, and conditions of 15-4037 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

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City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 9/16/19

**COMPETITION EXCEPTION REPORT**

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**SOLE SOURCE**

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Procurement Contact: Shari Pine
Department Contact: Kent Seyfried

E1 Doc No.: OB 701049

Date: May 15, 2019
Total Cost: \$48,150

COMMODITY/SERVICE DESCRIPTION:

Professional Service Agreement with Burns & McDonnell to complete an independent, third-party review for the provision of contracts to process the City's recyclable material and transfer and disposal of the City's refuse. Both current service contracts, recycling material processing and transfer station/disposal service agreements, are scheduled to expire or renew in 2020. This project will provide the strategic planning for RFP development, negotiations, or renewal options for these related agreements.

CER/SOLE SOURCE JUSTIFICATION:

Burns & McDonnell Solid Waste staff have been involved in the successful past development of both of these agreements for the City of Olathe. The lead consultant, Scott Pasternak, was instrumental in leveraging the City's options in the initial recycling material processing agreement with Deffenbaugh's MRF in 2010, now owned by Waste Management. With the current market conditions, Burns & McDonnell can provide the best analysis for how to structure a new agreement. Burns & McDonnell also contributed their professional services to the RFP and procurement negotiations of the current contract with Waste Management for the disposal services agreement for our transfer station in 2015. This involved the transition from HAMM to Deffenbaugh/Waste Management. The City has an opportunity to analyze strategic benefits to issuing an RFP for recycling processing and transfer station operations/disposal services together.

Approved: ch Shupler (Department Director)

Approved: Amey (Procurement Manager)

Over \$25,000:
Approved: 8 (City Manager)

April 8, 2020

Chad Foster, AIA
Senior Building Design Project Manager
Public Works
Olathe, KS

RE: Olathe Parks Maintenance Facility

SUBJ: Commissioning Services

Chad:

Thank you for the opportunity to provide commissioning for the new Olathe Parks Maintenance Facility project on. As requested, we have provided a scope of work for commissioning and associated fee.

Commissioning Scope of Work

Construction Phase:

1. Review submittals for commissioned systems including focused review of temperature controls/building automation system to ensure systems can be tested and operated to meet design intent. Provide any comments that may impact construction or maintenance of the equipment.
2. Review commissioning related RFI's and change orders for impacts on commissioned systems.
3. Prefunctional checklist development. Checklist execution to be performed by the installing contractor.
4. Assist the Construction Manager in the coordination of mechanical equipment start-up and commissioning activities.
5. Participation in (4) construction meetings.
6. Participation in (4) commissioning meetings.
7. Observe equipment startup for select equipment. Review startup reports.
8. Review TAB report and control contractor startup checklists.

Acceptance Phase:

1. Functional performance test development and implementation.

2. Conduct Functional Performance Testing for the following systems and equipment:
 - Building Management System
 - Air Handling Units / Condensing Units
 - Heating Hot Water System (Boilers and Pumps)
 - Terminal Boxes
 - Split Systems
 - Unit Heaters
 - Radiant Floor System
 - Exhaust Fans
 - Destratification Fans
 - Domestic Hot Water Systems
 - Lighting Control Systems
3. Development of final commissioning report.
4. Develop systems manuals for all commissioned equipment.

Post-Acceptance/Occupancy Phase:

1. Any required testing for off-season or deferred testing.
2. Review of systems with facilities personnel.
3. Perform a one-year functional retest of all systems.
4. Develop a recommissioning plan for all systems.
5. Create a warranty report to document any issues developed during the warranty phase.

Commissioning Cost Proposal:

\$41,000

Clarifications:

1. Site travel and expenses are included in the quoted proposal.
2. Proposal assumes that remote login access will be provided for the building automation system.

Thank you again for the opportunity. If you have any questions or need additional information, please do not hesitate to call.

SMITH & BOUCHER, INC.



Christopher E. Albright, P.E., CEM, LEED® AP, CxA
Principal



Invoice

ATHCO L.L.C.
13500 WEST 108TH ST.
LENEXA, KS 66215
(913) 469-5600 (800)255-1102

Ok to pay \$49,165.00
Lisa Donnelly
Received 5-27-20
4-C-021-17.64102

Invoice Number: 0023257-IN
Invoice Date: 5/26/2020
Order Number: 0520010
Order Date: 5/12/2020
Salesperson: BM
Customer Number: 0005973

Sold To:

CITY OF OLATHE PARKS & REC
ACCOUNTING DIVISION
P O BOX 768
Olathe, KS 66051-0768

Ship To:

RAVEN RIDGE PARK
675 WEST HAROLD STREET
Olathe, KS 66051

Confirm To:

LISA DONNELLY

Customer P.O.	Ship VIA	F.O.B.	Terms			
318901 000 OP	BEST WAY	D	NET 30			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
POURED-IN-PLACE	EA	1.000	1.000	0.000	33,540.00	33,540.00
SURF AMERICA PLAYBOUND POURED-IN-PLACE; 2 LAYER RUBBER SURF <2,741 SQ FT>@ 4 1/2" THICKNESS WITH AROMATIC BINDER. COLORS: 50% BRIGHT GREEN & 50% BLACK SPECKLED MIX						
FD160	EA	1.000	1.000	0.000	0.00	0.00
FOB - Destination: PIP						
M1MISC	EA	1.000	1.000	0.000	0.00	0.00
MISC AS FOLLOWS: DUMPSTERS						
M2INST	EACH	1.000	1.000	0.000	15,625.00	15,625.00
MISC INSTALLATION AS FOLLOWS: REMOVE EXISTING SURFACING; INSTALL 2,741 SQ FT PIP @ 4 1/2" DEPTH WITH AROMATIC BINDER. P027630-632						

Greenbush Coop Contract# ESC-Playground2016

A 1 1/2% per month finance charge will be added to past due accounts.

Net Invoice:	49,165.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	49,165.00



PRICE AGREEMENT/CONTRACT

Contract for: **Wastewater Facility Repairs and Improvements T & S**

Agreement Number: **18-0926**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **08/01/2019 - 07/31/2020**

Vendor Name/Number: Crossland Heavy Contractors

Contact: Erick Lowe

Address: 3252 Roanoke Road

Phone: 816-960-4553

KCMO 64111

Email: elowe@heavycontractors.com

Department: Public Works

Project Number: 18-0926

Council Approval: N/A

Agenda Item: _____

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

Contract Items:

See Attached Schedule of Billing Rates

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 18-0926 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 18-0926. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 12/19/18

Form 6 - Project Team Labor Billing Rates and Percentage Markups**FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 1 of 4)**

DO NOT SUBMIT THIS FORM WITH PROPOSAL. ONLY SHORT-LISTED FIRMS WILL BE REQUIRED TO PROVIDE THIS FORM.

Prime Contractor and Preferred Subcontractor: Crossland Heavy Contractors & Davin Elect

Table 6-1 – Labor Billing Rates

JOB CLASSIFICATION	BILLING RATE (\$/Hr) ¹		
	Regular	Overtime ²	Premium ³
Management, Supervision, Engineering:			
Project Manager/Project Engineer ⁴	\$85.00	\$127.50	\$170.00
Project Superintendent ⁴	\$85.00	\$127.50	\$170.00
Foreman	\$63.00	\$94.50	\$126.00
Documents Coordinator ⁶	\$29.00	\$43.50	\$58.00
Electrical Project Manager/Project Engineer ⁴	\$85.00	\$127.50	\$170.00
Electrical Project Superintendent ⁴	\$70.00	\$105.00	\$140.00
Electrical Foreman	\$70.00	\$105.00	\$140.00
Construction Trades:			
Carpenter	\$49.00	\$73.50	\$98.00
Apprentice ⁵	\$49.00	\$73.50	\$98.00
Concrete Mason/Finisher	\$40.00	\$60.00	\$80.00
Apprentice ⁵	\$40.00	\$60.00	\$80.00
Equipment Operator	\$48.00	\$72.00	\$96.00
Apprentice ⁵	\$48.00	\$72.00	\$96.00
Iron Worker	\$51.00	\$76.50	\$102.00
Apprentice ⁵	\$51.00	\$76.50	\$102.00
Laborer	\$41.00	\$61.50	\$82.00
Plumber/Pipefitter/Pipelaye	\$53.00	\$79.50	\$106.00
Apprentice ⁵	\$53.00	\$79.50	\$106.00
Truck Driver/Hauler/Teamster	\$38.00	\$57.00	\$76.00
Electrician	\$65.00	\$97.50	\$130.00
Apprentice ⁵	\$40.00	\$60.00	\$80.00

FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 2 of 4)

¹Refer to General Requirements, Measurement and Payment, for what is included in the Billing Rates

²Defined as hours in excess of regular daily or weekly work hours – not reimbursable unless negotiated in advance with JCW

³Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

⁴The Project Manager/Engineer oversees the project as a whole, supervises invoices and submittals, and helps finalize shop drawings and operations and maintenance manuals. The Superintendent is defined as the person assigned to run the day-to-day operations of the construction site, coordinate the delivery of materials, and oversee subcontractors. Refer to General Requirements, Section B.2 – Measurement and Payment.

⁵Apprentice rates are optional, if not applicable please fill in “N/A”

⁶Documents Coordinator can be billed if tasks related to shop drawings, submittals, O&Ms, etc. are not handled by the Project Manager/Project Engineer. General administration shall be handled by the overhead and profit markup.

FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 3 of 4)

Prime Contractor and Preferred Subcontractor: _____ **Crossland Heavy Contractors & Davin Electric**

This Contract requires the Prime Contractor to fill in four (4) categories of percentage markups based on all or a portion of the contract amount. The Preferred Subcontractor must fill in one (1) (Table 6-6). Refer to the example project included on the next page for additional clarification on how the markups will be applied.

Contract Markups:**Table 6-2 – Overhead & Profit (Line D)¹**

Subtotal 1: Less than \$100,000	11.0%
Subtotal 1: \$100,001 - \$500,000	11.0%
Subtotal 1: \$500,001+	11.0%

¹Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs.

Table 6-3 – General Contractor Markup on Subcontractor Work (Line F)²

Line F:	6.0%
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²Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

Table 6-4 – Bonds & Insurance (Line G)³

Subtotal 4: Less than \$100,000	1.4%
Subtotal 4: \$100,001 - \$500,000	1.3%
Subtotal 4: \$500,001+	1.0%

³Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

Table 6-5 – Johnson County Purchasing Card Charges⁴

Decimal Percent Charge for Use of P-Card	N/A
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⁴For small expenditures (generally under \$10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

Table 6-6 – Preferred Subcontractor Overhead and Profit Markup⁵

Percent Markup of Preferred Subcontractor on Preferred Subcontractor's Work	5.0%
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⁵Markup shall be applied by the Preferred Subcontractor on their own labor, materials, and equipment before submission of invoices to General Contractor. General Contractor may then mark up Preferred Subcontractor's invoice by the amount specified in Line F (Table 6-3).

Additional equipment and rates may be added if contractor desires. Failure to add additional equipment will not affect the price component of the bid.



PRICE AGREEMENT/CONTRACT

Contract for: **Wonderware License Renewal**
Contract Specialist: Shari Plne
Contr. Spec. Phone: 913-971-9005
Vendor Name: Logic, Inc.
Vendor Address: 890 N Martway Ct.
Olathe, KS 66061-7052

Department: PW-ES
Payment Terms: Net 30

Council Approval: N/A

Agreement No.: **3709-001**
Contract Period: **07/18/2020 - 07/17/2021**
Contact: Chelsea Worley
Phone: 913-764-4400
Email: purchasing@logic-control.com
Fax: 913-764-2828

Agenda Item: _____
Accepts City P-Card: ☐ Yes ☒ No

Contract Items:

CF-STANDARD-R L4

AVEVA Customer First Annual Renewal – Standard Level - \$25,901.00

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 3709-001 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 3709-001. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 6/23/20