

RUSSELL CITY COUNCIL MEETING
City Hall - 133 W. 8th St. - Russell, Kansas
Date: Tuesday, August 4, 2020, Time: 4:30 p.m.

To allow for proper social distancing to limit the spread of COVID-19, a limited number of people may attend the meeting in person. If you cannot attend in person or choose not to, you can watch the live-streamed event at <http://www.russellcity.org/274/GoTo-Meeting>.

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters. (A maximum of five minutes) Public Comments may be presented in person or can be submitted in writing and emailed to kayla@russellcity.org. Please include your full name and address when submitting your written comment.

PRESENTATIONS AND PUBLIC HEARINGS

- 1) Water Conservation Status
- 2) Public Hearing – Dangerous Structure at 1404 N. Kansas Street

CONSENT AGENDA

- 1) Approval of July 21, 2020, Council Meeting minutes
- 2) Licenses:
 - a. Arborist
K & K Tree Trimming, 5919 Rosewood Dr., Great Bend, KS
 - b. Building
Cleary Building Corp., 190 Paoli St., Verona, WI
 - c. Mechanical
Rube's, Inc, 5251 9th St., Great Bend, KS

UNFINISHED BUSINESS

- 1) Resolution Ordering the Repair or Removal of Unsafe Structures at 1404 N. Kansas
- 2) Airport Runway, Taxiway, and Apron Rehabilitation Project Contract Agreement

NEW BUSINESS

- 1) Resolution to Abate a General Nuisance at 343 W. 12th Street
- 2) Consider Bids for Electric Distribution Bucket Truck
- 3) Consider Bids for Dump Truck
- 4) Agreement for Capital Assistance Funds – Transit Bus Grant
- 5) Risk and Resilience Assessment and Emergency Response Plan Agreement

DEPARTMENT REPORTS

- 1) SPARK Direct Aid Planning

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters. (A maximum of five minutes) Public Comments may be presented in person or can be submitted in writing and emailed to kayla@russellcity.org. Please include your full name and address when submitting your written comment.

EXECUTIVE SESSION

GOVERNING BODY/CITY MANAGER COMMENTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Russell will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact Katrina Woelk, City Clerk/ Finance Director, at 785.483.6311 a minimum of 48 hours before the meeting.

July 21, 2020

**Russell City Council Meeting – Minutes
City Hall
Russell, KS**

Mayor Mader called the City Council meeting to order at 4:30 PM with the following members in attendance: Councilmembers Madden, Cross, Stoppel, Wagner, Matt Driscoll, Talbott, and Morrill.

The following staff members participated by virtual conference: Electric Director Duane Banks and Building Official Roger Sells. The Following staff members were present: City Manager Jon Quinday, Assistant City Manager Kayla Schneider, Fire Chief Dylan Riedel and Public Works Director Rich Krause, Police Chief Dale Weimaster, and City Clerk Katrina Woelk.

Approval of Agenda

Councilmember Cross made a motion to approve the agenda. Councilmember Stoppel seconded. The motion carried unanimously.

Public Comments

None

Presentations and Public Hearings

1. Water Conservation Status

City Manager Quinday updated the council on the status of the City's wells and Big Creek.

2. Retirement Recognition

Steve Knopp and Terry Morse were recognized for their years of service and retirement date of August 1, 2020

3. 2021 Budget

City Manager Quinday gave an overview of the proposed budget and asked direction from the council direction on the budget the council wanted published.

Councilmember Madden made a motion to fund Russell Economic Development \$1,250; Russell Main Street \$12,000; Russell Area of Chamber of Commerce \$500; Western Kansas Child Advocacy \$1,000; Options \$1,000 and Ad Astra \$0.

Council member Morrill seconded. The motion carried 6 to 1 with Councilmember Talbott voting no.

Consent Agenda

Councilmember Cross made a motion to approve the consent agenda. Councilmember Stoppel seconded. The motion carried unanimously.

Unfinished Business

1. Set 2021 Budget Public Hearing Date for August 18, 2020

Councilmember Cross made a motion to set the 2021 Budget hearing for August 18, 2020 at 4:30 pm in the Council Chambers. Councilmember Madden seconded. The motion carried unanimously.

New Business

1. Resolution for Nuisance Vehicle Abatement at 329 W. 10th Street

Councilmember Stoppel made a motion to approve the Resolution authorizing the removal of the nuisance vehicle from 329 W 10th and providing the abatement costs, if any, incurred by the city shall be charged against the lots or parcels of ground on which the nuisance vehicle is located. Councilmember Wagner seconded. The motion carried unanimously.

2. Resolution for General Nuisance Abatement at 329 W. 10th Street

Councilmember Stoppel made a motion to approve the Resolution authorizing the removal of the nuisance(s) from 329 W. 10th and providing the abatement costs, if any, incurred by the city shall be charged against the lots or parcels of ground on which the nuisance is located. Councilmember Wagner seconded. The motion carried unanimously.

3. Resolution for General Nuisance Abatement at 1105 N Fossil Street

Councilmember Stoppel made a motion to approve the Resolution authorizing the removal of the nuisance(s) from 1105 N. Fossil Street and providing the abatement costs, if any, incurred by the city shall be charged against the lots or parcels of ground on which the nuisance is located. Councilmember Matt Driscoll seconded. The motion carried unanimously.

4. Agreement of Administrative Consulting Services for KDHE Water Loan

Councilmember Cross made a motion to approve the contract with Northwest Kansas Planning and Development Commission not to exceed \$5,500.00. Councilmember Stoppel seconded. The motion carried unanimously.

Department Reports

1. Water Production

Public Works Director Rich Krause and Superintendent Dianna Vanbruggen gave an update on the water plant improvements and the water quality violation.

Public Comments

None

Executive Session

None

Adjournment

Councilmember Cross made a motion to adjourn the meeting. Councilmember Wagner seconded the motion. The motion carried unanimously.

Katrina Woelk, City Clerk



City Council Agenda Form

Meeting Date: August 4, 2020
Agenda Item Title: Resolution Ordering the Repair or Removal of Unsafe Structure - 1404 N. Kansas
Department: Building, Planning, & Zoning

Agenda Item Description: Resolution Ordering the Repair or Removal of Unsafe Structure - 1404 N. Kansas

Background: The house and accessory buildings at 1404 N. Kansas has been identified as dangerous structures. On June 16, 2020 the governing body passed Resolution 10-20 setting a public hearing for the owner of the house and accessory buildings at 1404 N. Kansas. Resolution 10-20 was published in the local newspaper on June 25, 2020 and July 2, 2020. A copy of the resolution was sent by USPS Certified mail to the owner of record.

A Statement of the Enforcing Officer is included in your packet. The Statement contains ownership information, location and description of the property explaining why the structure is unsafe and or dangerous.

Council is asked to approve the Resolution finding the structure(s) house and accessory buildings at 1404 N. Kansas unsafe and direct the structures to be repaired or removed and the premises made safe and secure.

City Attorney Review/ Comment: 8/3/2020

Funding Source: Building, Planning, Demolition SVC

Options:

1. Approve the Resolution finding the structure(s) house and accessory buildings at 1404 N. Kansas unsafe and direct the structure(s) to be repaired or removed and the premises made safe and secure.
2. Provide staff with alternate direction.
3. Take no action. The condemnation is halted.

Staff Recommendation: Approve the Resolution finding the structure(s) house and accessory buildings at 1404 N. Kansas unsafe and direct the structure to be repaired or removed and the premises made safe and secure.

Attachment(s): Statement of the Enforcing Officer / Resolution

RESOLUTION NO. XX-XX

A RESOLUTION FINDING THAT THE HOUSE AND ACCESSORY STRUCTURE LOCOATED AT 1404 N KANSAS ON LOT EIGHT (8), BLOCK FOURTEEN (14), OF THE RUSSELL ORIGINAL TOWN ADDITION TO THE CITY OF RUSSELL, RUSSELL COUNTY, KANSAS IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE(S) TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the enforcing officer of the City of Russell, Kansas did on the 16th day of June 2020, file with the governing body of said city, a statement in writing that certain structure(s) hereinafter described is unsafe or dangerous; and

WHEREAS, the governing body did by Resolution dated the 16th day of June 2020, fix the time and place of hearing at which the owner, his or her agent, any lien holders of record and any occupant of such structure(s) could appear and show cause why such structure(s) should not be condemned and ordered repaired or demolished, and provided for giving notice there of as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 25TH day of June 2020 and on the 2nd day of July 2020, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 4th day of August 2020 the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lien holders and occupants of such structure(s) (having appeared or having failed to appear); and

WHEREAS, the following conditions are found to exist: Residence – Deterioration of soffit and fascia from dry rot. Windows broke out and frame members not sound. Roof has multiple layers and missing many shingles. Siding is missing in many locations. Porch is unsafe and roof covering falling in. Foundations has numerous cracks and separations in the corners with trees and vegetation growing next to it. Electrical service is covered by vegetation and needs to be replaced. Both accessory buildings are not sound structurally and unsecured allowing rodent harborage.

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

That said governing body finds that the structure(s), house and accessory buildings located at 1404 North Kansas on Lot eight (8), block fourteen (14), of the Russell Original Town Addition to the City of Russell, Russell County, Kansas is unsafe and dangerous and hereby directs such structure(s) to be removed or repaired and the premises made safe and secure. The owner of such structure(s) is hereby given 10 days from the date of publication of this Resolution within which to commence the removal or repairs of such structure(s), such removal or repair to be completed within 90 days from the date of publication of this Resolution, and if such owner fails to commence the removal or repair of such structure(s) within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure(s) to be razed and removed and the cost of such razing and removing, less salvage, if any, to be assessed as special assessment against the lot or parcel of land upon which the structure(s) is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city paper and a copy mailed to the owners, agents, lien holders and occupants as provided by law.

ADOPTED this 4th day of August, 2020.

CITY OF RUSSELL, KANSAS

Raymond C. Mader, Mayor

ATTEST:

Katrina Woelk, City Clerk

CITY OF



133 W. 8th
P.O. Box 112
Russell, KS 67665-0112
Phone: (785) 483-6311
Fax: (785) 483-4397

**STATEMENT OF ENFORCING OFFICER
(Dangerous Structure)**

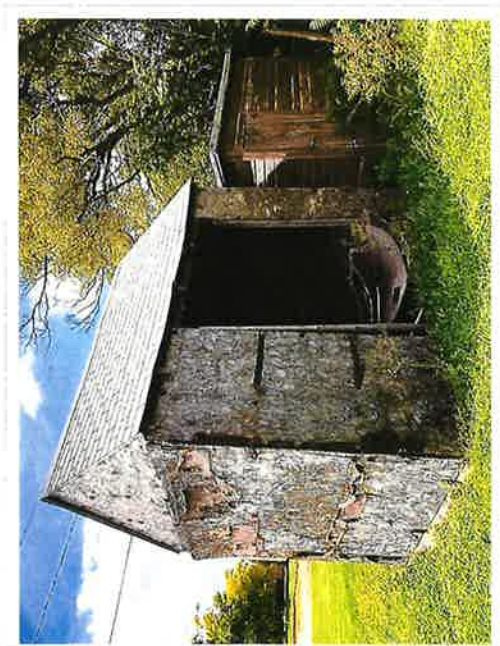
TO: Governing Body of the City of Russell
RE: Statement of Dangerous or Unsafe Structure.
DATE: 8-4-2020

The following described structure is in a dangerous or unsafe condition:

- (a) Description of Structure: Russell Original Town, Block 14, Lot 8
- (b) Street Address: 1404 N. Kansas St.
- (c) Owner(s): Timothy & Diana Stieben
- (d) Resident Agent: NA
- (e) Occupants: None
- (f) Lienholder(s) of Record: None
- (g) Description of Dangerous or Unsafe Condition: Deterioration of soffit and fascia from dry rot. Windows broke out and frame members not sound. Roof has multiple layers and missing many shingles. Siding is missing in many locations. Porch is unsafe and roof covering falling in. Foundations has numerous cracks and separations in the corners with trees and vegetation growing next to it. Electrical service is covered by vegetation and needs to be replaced. Both accessory buildings are not sound structurally and unsecured allowing rodent harborage.

A handwritten signature in blue ink, appearing to read "D. Stieben", is written over a horizontal line.

Enforcing Officer





Security 1st Title

Date: June 17, 2020

File No: 2376915

Property Address: 1404 N Kansas St, Russell, KS
67665

Title Officer: Jean Rohr

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

City of Russell

PO BOX 112

Russell, KS 67665

Attn: Roger Sells

Email: roger@russellcity.org

Phone: 785-483-6311

Effective Date of this Report: June 16, 2020 at 7:30 A.M.

On Real Estate described as:

Lot 8, in Block 14 in the City of Russell, Russell County, Kansas

The County Register of Deeds records indicate that:

- A. The Grantees on the last deed of record are:

Timothy P. Stiebens and Diana L. Stiebens

- B. The Real Estate is encumbered by the following Mortgages, Contracts for Deed, Federal Tax Liens, State Tax Liens, Bankruptcies, and Judgments:

NONE

Title Insurance | Closings | 1031 Exchange | Contract Servicing

Telephone 785-483-3415 Fax 785-483-4185 Address PO Box 233, 320 N. Main Street, Russell, KS 67665-2731



Security 1st Title

The County Tax Records indicate that the real estate taxes are:

(A) General taxes and special assessments for the fiscal year 2019 in the original amount of \$145.90.

First Installment: \$72.95, PAID

Second Installment: \$72.95, DELINQUENT

Property I.D. # 084-148-27-0-10-04-008.00-0

This Report is limited to only the information described above.

This report is not nor is to be construed as, an Abstract of Title, title opinion, or title insurance policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report, is limited to the fee it received for the preparation and issuance of this report.

SECURITY 1ST TITLE


By: _____

LICENSED ABSTRACTER

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Timothy + Diana Stiebens
 2012 Harrison St.
 Hutchinsin, KS 67502



9590 9402 5042 9092 8246 23

2. Article Number (Transfer from service label)
 7016 3560 0000 3259 7101

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X JE C19 Agent
 Addressee

B. Received by (Printed Name)
 RT19

C. Date of Deliver
 6-2-20

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restrict Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Insured Mail Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Timothy + Diana Stiebens
 2012 Harrison St.
 Hutchinsin, K.S. 67502



9590 9402 4135 8092 0219 66

2. Article Number (Transfer from service label)
 7016 3560 0000 3259 8122

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X JE RT19 Agent
 Addressee

B. Received by (Printed Name)
 C19

C. Date of Deliver
 04-16-20

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restrict Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Insured Mail Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

2016 3560 0000 3259 8122

PO Box 112 Hutchinsin, KS 67663

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$.50

Total Postage and Fees \$ 6.80

Sent To
 Timothy + Diana Stiebens
 Street and Apt. No., or PO Box No.
 2012 Harrison St.
 City, State, ZIP+4®
 Hutchinsin, K.S. 67502

Postmark Here
 APR 14 2020
 HUTCHINSIN, KS 67601

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CITY OF



133 W. 8th
P.O. Box 112
Russell, KS 67665-0112
Phone: (785) 483-6311
Fax: (785) 483-4397

Date: April 10, 2020

To: Timothy & Diana Stiebens
2012 Harrison St.
Hutchinsin, Ks 67502

Re: Unsafe structure
1404 N. Kansas
Russell, KS 67665

Based on the inspection of your property, 4-9-2020, there are indications that the structure is unsafe according to the 2018 IPMC, Section 108 as amended and adopted by reference in Chapter IV, Article 3 of the Russell City Code in that it is dangerous to the life, health, property, or safety of the public or the occupants of the structure or because the structure contains unsafe equipment; or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction, or fails to provide minimum safeguards to protect or warn occupants in the event of fire. Therefore, I am serving you with this notice of condemnation.

As property owner you are hereby being directed to correct violations as noted below no later than the close of business on *May 15th, 2020*.

The property located at 1404 N. Kansas is considered dangerous or unsafe for the following reasons: Severe deterioration of soffit and fascia due to dry rot. Windows broke out with dry rot on framing members. Foundation has cracks and showing signs of failure. The shingles are curling and or missing. Front porch is in unsafe structural condition. Gutters either missing or not attached causing rainwater to drain along foundation. Siding is missing in places and hanging in others. The accessory structures are also delapidated and unsecure allowing harboring of rodents and causing a nuisance.

The procedures for abating the situation are described in Ordinance No. 1604, Ordinance No. 1708 and Ordinance No. 1782 of the city code which are enclosed for your review and consideration.

Please contact my office (785-483-6311) in order to discuss alternatives and procedures relative to abating the situation listed above. Your cooperation is respectfully requested.

Sincerely,

Roger Sells
Building Official

A handwritten signature in blue ink, appearing to read "Roger Sells", is written over a light blue horizontal line.

Encl.



1000

U.S. POSTAGE
PAID
RUSSELL, KS
67665
FEB 15 17
AMOUNT

\$1.35

R2304W121741-08

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

City of Russell
133 W. 8th P.O. Box 112
Russell, K.S. 67665
One piece of ordinary mail addressed to:
Timothy & Diana Stiebens
2012 Harrison St. ~~133 W. 8th P.O. Box 112~~
Hutchinson, K.S. 67502-3725

PS Form 3817, Mar. 1989

CITY OF



133 W. 8th
P.O. Box 112
Russell, KS 67665-0112
Phone: (785) 483-6311
Fax: (785) 483-4397

February 15, 2017

Timothy & Diana Stiebens
2012 Harrison St.
Hutchinsin, KS 67502-3725

RE: Property located at

1404 N. Kansas
Russell, KS 67665

To Whom It May Concern:

After completing a preliminary inspection of the address listed above there are indications that the structure(s) have some possible safety concerns according to current building codes and state statutes.

At this time the City of Russell is requesting information with regard to the property listed above. The information being requested is as follows:

1. What is the current plan for the existing structure(s)?
2. How long has the property been vacant?

Please contact the City of Russell (785) 483-6311 within 15 days so we can discuss this further. Thank you in advance for your time.

Sincerely,

Roger Sells
Building Official

A handwritten signature in blue ink, appearing to read "R. Sells", is written over a horizontal line.



City Council Agenda Form

Meeting Date: August 4, 2020

Agenda Item Title: Airport Runway, Taxiway, and Apron Rehabilitation Project Contract Agreement

Department: Public Works

Agenda Item Description: Airport Runway, Taxiway, and Apron Rehabilitation Project Contract Agreement

Background: The city maintains a 5- year Airport Capital Improvement Plan (ACIP) on file with the Federal Aviation Administration (FAA) and KDOT. Items on the approved ACIP are eligible for FAA and KDOT grant funding as funds are available. Some of the airport runway, taxiway, and apron joints need resealed and numerous panels require replacement. This project was included in the city's ACIP. The city received notice from the FAA they approved our project as part of their FY 2020 Airport Improvement Program. The total project cost to include engineering was estimated at \$645,785. Project bids were solicited and opened on April 14, 2020. One bid from GDS, LLC was received in the amount of \$537,284.80. The bid was reviewed by city staff and the FAA and found to be acceptable. Generally, the FAA pays 90% of the project cost. However, the FAA has advised additional funding is available through the CARES Act, so the grant funds will pay 100% of the project cost.

City Attorney Review/ Comment: 7/27/2020

Funding Source: Grant Funds

Options:

1. Approve the contract agreement for Airport Improvement Project No. 3-20-0071-013-2020 with GDS, LLC in the amount of \$537,284.80. Cost of the project paid with grant funds.
2. Provide staff with alternate direction.
3. Take no action - the FAA project is halted and grant funds released.

Staff Recommendation: Approve the contract agreement for Airport Improvement Project No. 3-20-0071-013-2020 with GDS, LLC in the amount of \$537,284.80. Cost of the project paid with grant funds.

Attachment(s): Contract Agreement

**CONTRACT AGREEMENT
CITY OF RUSSELL, KANSAS
RUSSELL MUNICIPAL AIRPORT
AIP PROJECT NO. 3-20-0071-013-2020**

THIS AGREEMENT, made as of _____ is
{Insert Effective Date of Agreement}

BY AND BETWEEN

the OWNER: **City of Russell, Kansas
133 W. 8th Street
Russell, KS 67665**

And the CONTRACTOR: **GDS, LLC.
901 North 11th Street
St. Joseph, MO 64501**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Russell Municipal Airport** generally described as follows:

BASE BID
Rehabilitate and Remark Runway 17-35 and Connecting Taxiways

ADD ALTERNATE
Rehabilitate and Remark Apron

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

<u>Five Hundred Thirty Seven Thousand Two</u>	
<u>Hundred Eighty Four Dollars and Eighty Cents</u>	(\$ <u>537,284.80</u>)
<i>(Amount in Written Words)</i>	<i>(Amount in Numerals)</i>

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER’S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **Thirty (30) Consecutive Calendar Days** of the commencement date stated within the Notice-to-Proceed for both the Base Bid and Base Bid + Add Alternate scenarios.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **one thousand, five hundred dollars and zero cents (\$1,500.00)** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Nonsegregated Facilities (41 CFR § 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Lochner
16105 W. 113th Street
Suite 107
Lenexa, KS 66219**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST

ATTEST

By: _____

By: _____

Signature

Signature

Title

Title



City Council Agenda Form

Meeting Date: August 4, 2020
Agenda Item Title: General Nuisance Abatement 343 W. 12th
Department: Building, Planning, & Zoning

Agenda Item Description: General Nuisance Abatement at 343 W. 12th

Background: A resolution authorizing the removal of nuisances at 343 W.12th. These nuisances include; Trash & Debris,Indoor Furniture,Appliance,Etc. The required notification has been provided and the property owner has failed to abate the nuisance(s) or request a hearing before the governing body as required.

Upon approval of the Resolution if the nuisance(s) are not abated in the required time, the city will have the nuisances abated and the property brought into compliance. Costs of the abatement will be charged to the property.

City Attorney Review/ Comment: 8/4/20

Funding Source:

Options:

1. Approve the Resolution authorizing the removal of the nuisance(s) from 343 W.12th.
2. Provide alternate direction to staff.
3. Take no action - the abatement process is halted.

Staff Recommendation: Approve the Resolution authorizing the removal of the nuisance(s) from 343 W.12th and providing the abatement costs, if any, incurred by the city shall be charged against the lots or parcels of ground on which the nuisance is located.

Attachment(s): Required notice. Resolution, Photos

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE REMOVAL OF A NUISANCE FROM CERTAIN PROPERTY IN THE CITY OF RUSSELL, KANSAS.

WHEREAS, the Governing Body of the City of Russell has declared it unlawful for any person to maintain a nuisance on private property within the City of Russell; and

WHEREAS, the owners(s) of the private property at the address listed herein have been notified pursuant to Chapter VIII, Article 2, Section 8-207 of the Code of Ordinances of a violation of the Ordinance and have not requested a hearing before the Governing Body;

WHEREAS, the public officer in charge of administration and enforcement of this ordinance has provided the Governing Body with information regarding the condition of the property which is alleged to be a nuisance and after due consideration the Governing Body adopted the following resolution.

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

Section 1. Upon proper notice and consideration of information provided by the enforcement officer, it was determined that the following condition on the property is a nuisance in violation of Chapter VIII, Article 2, Section 8-201:

343 W. 12th Donya Stropes
Trash & Debris, Indoor Furniture, Appliance, Etc.

Section 2. Ten (10) days after passage of this resolution the public officer is authorized to enforce the abatement of this condition by abatement of the nuisance if the owner has not previously done so.

Section 3. The abatement costs, if any, incurred by the City shall be charged against the lots or parcels of ground on which the nuisance is located.

Section 4. A copy of this resolution shall be served on the owner of the land as provided in the city's Code of Ordinance.

PASSED AND APPROVED by the Governing Body of the City of Russell, Kansas, on this 4th day of August, 2020.

Raymond C. Mader, Mayor

ATTEST:

Katrina Woelk, City Clerk

10 Day General Nuisance Notice

City of Russell

133 West 8th Street

Russell, KS. 67665

785-483-6311

Case Number: 20200214

07/17/2020

STROPES DONYA

1007 N LINCOLN ST RUSSELL, KS 67665-1512

Subject Property: 343 W 12TH ST, Russell, KS 67665, ,
Property ID Number: 084-148-27-0-10-21-00700-0-01

Dear Property Owner:

An inspection by our Division has determined the property listed above is in violation of City Ordinance Article 2; Section 8-201

The following action must be taken to correct the above stated violation:

Trash & Debris, Indoor furniture, Appliance

Fines, liens or special assessments may be placed on the property for noncompliance and/or the costs of abatement, repair or demolition by the City.

Nuisances as defined in Section 8-201 include without limitation: Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal, articles or things whatsoever caused, kept, maintained or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood. You have ten (10) days from the receipt of this notice to either abate these violations, or request a hearing, in writing, before the Governing Body as provided by The Code of the City of Russell. Failure on your part to either abate these violations or request a hearing within the time allowed will result in a complaint being filed as provided by Section 8-208 and/or abatement as provided by Section 8-209 or Chapter VIII of the Code of the City of Russell. If the city abates the nuisance pursuant to section 8-209, the cost of abatement shall be charged against the lot or parcel of ground on which the nuisance was located. A copy of Chapter VIII of the Code of the City of Russell is available for your inspection at the City Building, 133 W. 8th Russell, Ks.

For further information, you may contact me at (785) 483-6311.

Date Served:

Tracking#: 7016 3560 0000 3259 7361

Sincerely,

Kim Grizzle

Code Enforcement Officer

Received By

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donya Stropes
 1007 N. Lincoln
 Russell, Ks. 67665



9590 9402 5042 9092 8242 58

2. Article Number (Transfer from service label)

7016 3560 0000 3259 7361

PS Form 3811, July 2015 PSN 7530-02-000-9053

343 W. 12th

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *SS C4 C19*

- Agent
- Addressee

B. Received by (Printed Name)

SS

C. Date of Delivery

7/10/200

- D. Is delivery address different from item 1? Yes No
- If YES, enter delivery address below:

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

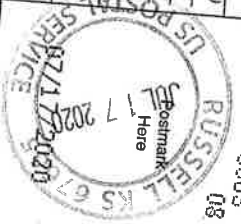
7016 3560 0000 3259 7361

Street and Apt. No., or PO Box No. 1007 N. Lincoln

Sent To

Donya Stropes

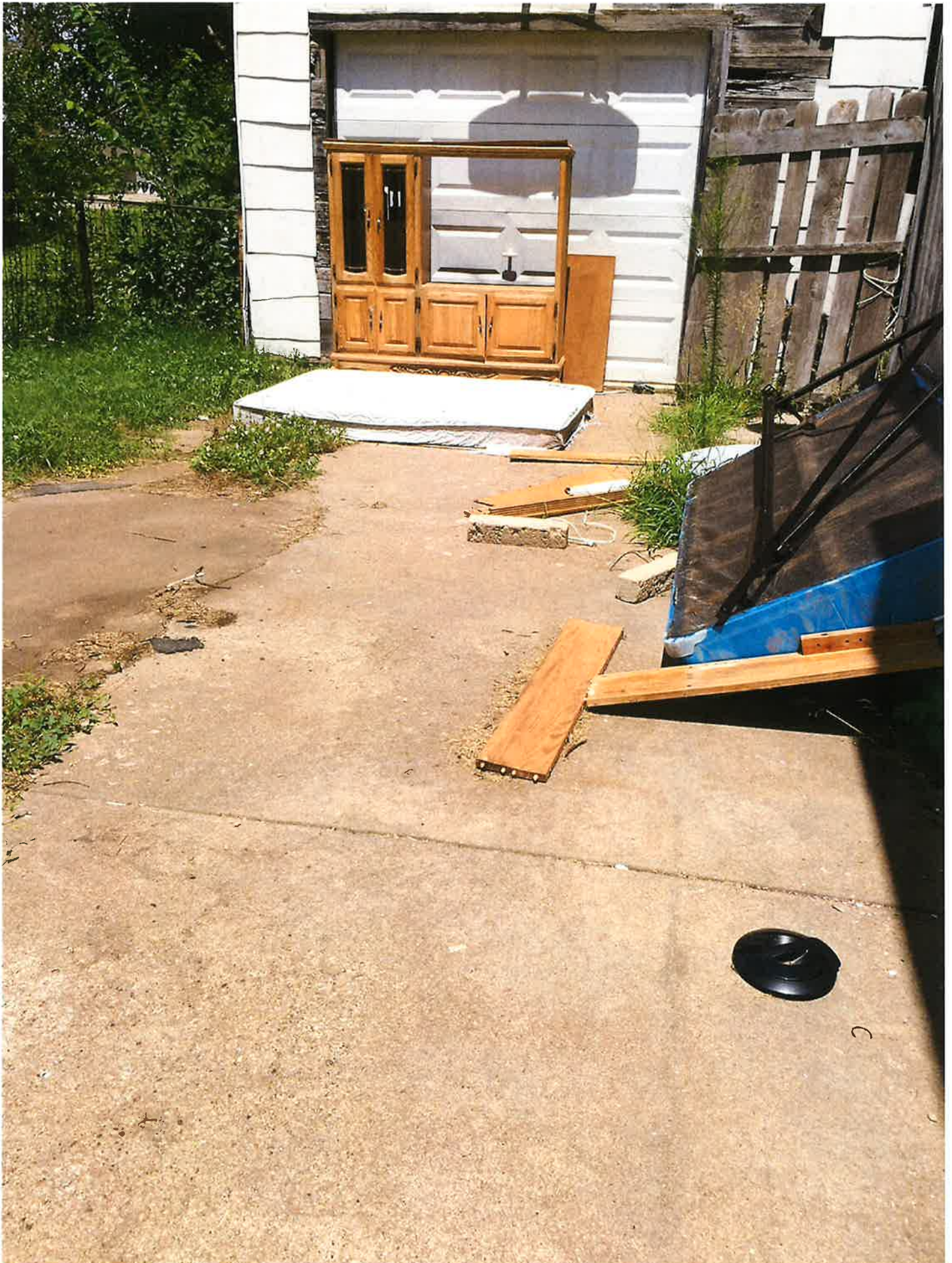
6.90



Extra Services & Fees (check box, add fee)
 Return Receipt (hardcopy) \$3.55
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.50
 Total Postage and Fees \$6.95

Certified Mail Fee \$3.55
 0583 08
OFFICIAL USE
 For delivery information, visit our website at www.usps.com
 Domestic Mail Only











City Council Agenda Form

Meeting Date: August 4, 2020
Agenda Item Title: Consider Bids for Electric Distribution Bucket Truck
Department: Electric

Agenda Item Description: Consider Bids for a Replacement Bucket Truck for the Electric Distribution Department

Background: E-56, an 2002 Chevy with a 45" Hi Ranger Bucket has reached the end of its useful life. The department has reached out for quotes to replace the 2002 Chevy Bucket truck with a more compact, lower profiled 4 Wheel Drive 45' Bucket truck with a 2' elevator and material handler. This unit will give greater ability to navigate and work within tight alleys. Two quotes were obtained from Altec, one unit quoted new, and an alternative unit that is currently a demonstrator unit, and one unit quoted from Terex.
Model AT48ME, New unit from Altec quoted at \$179,123.00 plus taxes.
Extended Warranty for aerial device \$3,066
Extended Warranty for Chassis \$4,038
Model AT48ME, Demonstrator Altec unit quoted at \$159,440 plus taxes.
Same Extended Warranties as above.
New Unit from Terex, Hi-Ranger TL48 quoted at \$140,568
with an adder for two speed throttle system \$697.00
Extended Warranty Information pending

City Attorney Review/ Comment: N/A

Funding Source: Electric Depreciation Fund

Options:

1. Authorize the Electric Department to proceed with purchasing a replacement Bucket Truck.
2. Provide alternative options to the Electric Department
3. Deny the purchase of the replacement Bucket Truck

Staff Recommendation: Council is not being asked to take action at this time.

Attachment(s): Quotes

Unit / Body Specifications

- Altec model AT48ME articulating and telescoping aerial device with continuous rotation, iso-grip insulating system at boom tip and low power fiber optic system
 - working height: 52.5 Feet
 - side reach: 31.2 ft
- Single one man platform, 180 degree rotation
- Material handling jib/winch, hydraulically articulating, top mounted, round
- Two (2) platform steps
- Platform elevator
- Platform cover
- Platform liner
- One set of hydraulic tool outlets at the boom tip
- Remote engine start/stop with secondary stowage system
- Aerial Speed Control, Electronic/Fiber Optic
- Jib stick, 36 in L
- Modified A-frame primary outriggers with safety interlock system
- H frame outriggers with fixed shoes and safety interlock system
- Slip Ring
- Electric outrigger controls
- Steel reservoir, 15 gallon capacity, rectangular, 26 L x 8.5 W x 20 H, and includes breather caps and dipsticks
- Temperature Sight Gauge
- Low-side general service line body
- T-60 style pintle hitch
- Articulating arm rest for a telescopic unit
- Automatic boom stow securing system installed on boom rest
- Altec Nylon Outrigger Pad, Yellow, 18 x 18 x 0.63 Inch, With Handle
- Complete LED FMVSS lighting package
- Amber LED strobe light
- 4-Corner strobes, amber LED
- Remote spot light, led
- Backup camera system
- 6-Way trailer receptacle, pin type
- Secondary stowage system
- Standard Altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

Chassis Specifications

- 4x4 drive train
- 84 Inch CA
- Duramax 6600 6.6L
- 350 HP engine rating
- GVWR 22,500 lb
- 7,500 Lb front GAWR
- 15,000 Lb rear GAWR

Options

-Extended Warranty For Labor, Material And Expense (NO Travel) To End of 5th Year (Day 366-1825). LR, LR-Elevators, TA Over 50FT and TA-Elevators

\$3,066

-Ext Chassis Warranty 60 MONTH 200K POWER TRAIN PLUS & AFTER TREATMENT

\$4,038

Price: \$169,419

Options: \$7,104

Delivery: \$2,600

Total: \$179,123

(Excluding Taxes)

June 29, 2020

Company: City of Russell (KS)

Customer Contact:

Altec Account Manager: Tim Wilcoxson

Unit / Body Specifications

- Altec model AT48ME articulating and telescoping aerial device with continuous rotation, iso-grip insulating system at boom tip and low power fiber optic system
 - working height: 52.5 Feet
 - side reach: 31.2 ft
- Single one man platform, 180 degree rotation
- Material handling jib/winch, hydraulically articulating, top mounted, round
- Two (2) platform steps
- Platform elevator
- Platform cover
- Platform liner
- One set of hydraulic tool outlets at the boom tip
- Remote engine start/stop with secondary stowage system
- Aerial Speed Control, Electronic/Fiber Optic
- Jib stick, 36 in L
- Modified A-frame primary outriggers with safety interlock system
- H frame outriggers with fixed shoes and safety interlock system
- Slip Ring
- Electric outrigger controls
- Steel reservoir, 15 gallon capacity, rectangular, 26 L x 8.5 W x 20 H, and includes breather caps and dipsticks
- Temperature Sight Gauge
- Low-side general service line body
- T-60 style pintle hitch
- Articulating arm rest for a telescopic unit
- Automatic boom stow securing system installed on boom rest
- Altec Nylon Outrigger Pad, Yellow, 18 x 18 x 0.63 Inch, With Handle
- Complete LED FMVSS lighting package
- Amber LED strobe light
- 4-Corner strobes, amber LED
- Remote spot light, led
- Backup camera system
- 6-Way trailer receptacle, pin type
- Secondary stowage system
- Standard Altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

Chassis Specifications

- 4x4 drive train
- 84 Inch CA
- Duramax 6600 6.6L
- 350 HP engine rating
- GVWR 22,500 lb
- 7,500 Lb front GAWR
- 15,000 Lb rear GAWR

Options

-Extended Warranty For Labor, Material And Expense (NO Travel) To End of 5th Year (Day 366-1825). LR, LR-Elevators, TA Over 50FT and TA-Elevators

\$3,066

-Ext Chassis Warranty 60 MONTH 200K POWER TRAIN PLUS & AFTER TREATMENT

\$4,038

Price: \$152,336

Options: \$7,104

Delivery: \$0

Total: \$159,440

(Excluding Taxes)





TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: **7/17/2020**

Quote Number: QU14953

Unit: TL48

City of Russell

133 West 8th Street

Russell, KS 67665

(785) 483-7112

Attention: Duane Banks

Baseline Price: \$140,568

Grand Total Each: \$140,568

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: FCA, Shipping Point
- 2) Terms: Net 30 days.
- 3) Delivery days from receipt of order shall be 300-360

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Dan Relp
Sales Coordinator

Fabian Ontiveros
Account Manager

⚠️WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

Accepted By:

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

Options

Date	7/17/20
Quote(s) #	QU14953
Customer Name	City of Russell
Customer PO #	

No.	Description	Selling Price	Options:
1	Demand Throttle: * Two speed throttle system automatically increases engine RPM to a pre-set speed when an increase in hydraulic pressure is sensed. ** Note: Only available on units with Open Center Hydraulic systems. Requires tool option with flow control; for units with pump flows of 5 gpm or more at high idle.	\$697	<input type="checkbox"/> Add Option
2		\$0	<input type="checkbox"/> Add Option
3		\$0	<input type="checkbox"/> Add Option
4		\$0	<input type="checkbox"/> Add Option
5		\$0	<input type="checkbox"/> Add Option
6		\$0	<input type="checkbox"/> Add Option
7		\$0	<input type="checkbox"/> Add Option
8		\$0	<input type="checkbox"/> Add Option
9		\$0	<input type="checkbox"/> Add Option
10		\$0	<input type="checkbox"/> Add Option
11		\$0	<input type="checkbox"/> Add Option
12		\$0	<input type="checkbox"/> Add Option



Total:

--	--	--

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing

within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an “AS IS, WHERE IS, WITH ALL FAULTS” BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment’s condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER’S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller’s warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller’s liability for death or personal injury when directly related to Seller’s negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer’s revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller’s inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer’s responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller’s trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer’s representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller (“Information”) shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller’s prior written approval;

provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer shall gain any prior explicit consent from its employees and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of non-personal data about the Equipment including, but not limited to, performance, usage, fuel consumption, up /down times, defects, parts replacement, movement and location. Such information and data may also be used by Seller for warranty, product improvement, marketing, customer support, and research and development purposes, and to monitor, maintain, diagnose, update or repair the Equipment.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United

Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



Terex Utilities, Inc.
500 Oakwood Rd, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

07/17/2020

CITY OF RUSSELL
133 WEST 8TH ST
RUSSELL, KS 67665
Attention: DUANE BANKS

Phone: (785)483-7112

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger TL48 Articulating / Telescoping Aerial Device providing a working height of 52.5 ft (16.0 m).
Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Turntable and Lower Boom Assembly:

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom articulation is from 0 to 88 degrees.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Hydraulic System:

- * Full pressure open center hydraulic system.
- * Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, boom inserts, platforms and covers are white.
- * Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- * Warning decals provided with unit.

- 1 Pedestal.

Qty. Description

- 1 A 20-gallon hydraulic oil reservoir provided with a spin-on type 10-micron return line filter a 100-mesh filter screen baffles outlet filter screen clean out access hole dipstick and a ball type shut off valve.
- 1 Boom Tip with 4 Function Controls, Platform Rotator, Platform Lifter and 1000 lb. removable top mounted cobra style jib that does not rotate with platform.

Upper Controls: "Control-Plus" single stick controller.
 * Enable lever must be actuated before operation.

The end mount platform rotator offering 180 degrees of hydraulic rotation.

The platform lifter provides 24" of vertical platform lift.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Upper Boom:
 * Filament wound high strength fiberglass boom providing an insulation gap.

Top mount, Removable 1000 lb. Jib/Winch
 * Levels with platform.
 * Hydraulic articulation from -20 to 70 degrees.
 * 51" load radius from the platform shaft.
 * Manual extension 17".
 * Maximum jib capacity of 1000 lb.
 * Includes up to 65' of 3/8" winch rope and hook.
 * Low profile stowed position of 16" and the boom can still utilize its full range of motion down to -40 degrees.
 * Poppet valve protection of fiberglass boom. Stops boom operation if jib contacts fiberglass boom
 * King post attached to jib. Low profile socket when jib removed to minimize interference and overall height.

Dual Hydraulic Tool Outlets At Platform With Flow Control:
 * Installed at the platform to accommodate two open center hydraulic tools.
 * Provides 5 GPM at 2250 psi at engine idle.

** ALTERED FROM STANDARD **
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** ALTERED FROM STANDARD **
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** ALTERED FROM STANDARD **
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Qty. Description

- 1 Platform capacity rated up to 400-lbs and jib capacity chart.
- 1 Platform, End Mount, 24 x 30 x 42:
 - * Includes one outside access step with slip-resistant surface.
- 1 A safety harness with lanyard is provided for fall arrest.
- 1 A rigid platform rest provides platform support during road travel.
- 1 Insulated Platform Liner with Step for 24" x 30" x 42" Platform:
 - * Tested at 50 KV AC.
- 1 Vinyl Platform Cover For 24" x 30" Platform:
 - * Waterproof with internal elastic cord around edge.
- 1 Engine Throttle Control:
 - * A two speed engine throttle control is provided at the upper controls.
 - * The engine will advance to a pre-set speed when engaged and decrease to idle when disengaged.
- 1 Auxiliary Let Down for use with Open Center Hydraulics:
 - * Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
 - * Includes 12 volt electric motor for use on a 12 volt chassis.
 - Note: This includes a switch for activation at pedestal for electric or air function.
- 1 Continuous And Unrestricted Rotation:
 - * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
 - * A 4 channel electric collector ring is provided as standard.
- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Back-up Camera ready.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 Subframe.
- 1 Tie down kit.
- 1 Heavy Duty Low Profile A-Frame Outriggers (438506).
- 1 Modified A-Frame Outriggers with swivel type stabilizer pads. (Q1348)

Qty. Description

- 1 Controls For 2-Sets OF Outriggers (Open center systems):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
 - 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
 - 1 Pump for systems requiring 8 gallons per minute:
 - *Fixed displacement gear pump
 - 1 A boom rest with a automatic latch is provided.
- BODY, INSTALLATION
** BODY INFORMATION **
- 1 126-Inches Long x 40-Inches High x 94-Inches Wide.
 - * Vendor PN: Q37379
 - * Terex PN:
 - 1 Install Aerial Device Behind Cab And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2015.
 - 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
 - 1 Platform rest, bottom base
 - 1 Chassis Spring Additions:
 - * Build up left rear chassis springs to level vehicle.
 - 1 Power take off with indicator light for automatic transmission.
 - 1 DOT Inspection.
 - 1 Set chassis parameters.
 - 1 Back-up alarm to sound when the vehicle is shifted into reverse.
 - 4 Laminated wood outrigger pad 18" x 18" x 2-1/2" with rope handle.
 - * Includes outrigger pad storage.
 - 2 Pendulum style retainer.
 - 2 Rubber wheel chocks with eye bolt.
 - 1 Grab handles as necessary for 3-point contact.
 - 1 Access step mounted on floor of the body to access the top of body compartment or access platform.
 - 2 Mud flap with logo 18" tall.

Qty. Description

Note: Trim As-Required.

- 1 Under body mounting kit for a pair of mud flaps.
- 1 Boom rest.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 1 Back-up lights are LED that replace incandescent light.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
 - *Wired into On/Off switch in cab.
- 2 Strobe post mount bracket weldment for small chassis.
- 1 Golight 2000 spotlight, permanent mount, programmable wireless remote and white in color.
- 1 Remote engine stop/start And two speed control from rear of vehicle.
- 1 15 ton pintle hook:
 - * Safety chain eyes.
 - "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
- 1 ICC rear bumper.
- 1 6-prong trailer socket.
- 1 Oil tank mounting for external reservoirs.
- 30 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.
- 1 Safety Kit consists of the following:
 - * 5-lb ABC fire extinguisher with bracket.
 - * James King triangle reflector kit.
- 1 Rear view vision square light camera & 7" monitor system.
- 1 Paint body floor with non-skid paint.
- 1 Paint compartment top with non-skid paint.

Qty. Description

CHASSIS

- 1 Ford F550 4x4 (Spec # 30)
 - * 19,500 lbs GVWR
 - * Wheelbase 169", CA 84"
 - * 7,500-lb capacity front axle
 - * 14,706-lb capacity rear axle
 - * Powerstroke 6.7L 330 HP @ 2,600 rpm, torque 750 lb-ft @ 2,000 rpm
 - * 6-speed torq shift automatic transmission, with overdrive
 - * Oxford White

SPECIAL CHARGES

- 1 Delivery to Customer.

** ADDITIONAL INFORMATION **

133 West 8th Street
Russell KS 67665

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located

126 inches long x 40 inches high x 94 inches wide
Chassis cab to axle (CA) of 84 inches with dual rear wheel axle.

Body Dimensions:

40 Inches - Compartment height
18 Inches - Compartment depth
58 Inches - Load space width
24 Inches - Top of body to the top of the floor
18 Inches - Horizontal compartment height
NO Wheel Boxes

Body Materials:

16 gauge galvanized. - Main body material
12 gauge hot rolled treadplate - Compartment tops
18 gauge galvanized - Inner door panels
18 gauge galvanized - Outer door panels
 - 5/16" Stainless Steel continuous rod - Door Hinge Rod.
 - Stainless Steel - Door Hinge Sockets.
14 gauge galvanized - Wheel Panels
14 gauge galvanized - Split Front bulkhead - Shipped Loose
18 gauge galvanized - Shelving & dividers installed on DUAL Uni-strut
 - Uni-strut installed in all bins

Body Floor and Understructure:

- Cut out in bed area floor for customer supplied aerial/digger
- 12 gauge hot rolled treadplate **with a minimum of 1" bend on each side pack** - Floor
- 6" Structural Frame

Subframe Installation:

- **Install customer supplied LTM40 Insert in frame**
- Install bolt on lifting hooks and shippings stands to the opposite end if one set of outriggers is provided
- 6" x 6" x .38" boom rest support tube

Accessories:

- Stainless Steel automotive rotary type door latches.
 - Stud mounted latches have hidden fasteners inside the door.
 - Adjustable striker brackets wrap around the weatherstrip.
 - Stud mounted automotive style latches have interior plastic latch covers.
- Chain stops on all doors.
- Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.
- Rubber rolled crown type fenders. (Shipped Loose with Cutouts)
- Automotive bulb type weatherstripping - Shipped Loose
- Master door lock, hook and loop system on each door
 - with three (3) spring loaded door handles in the unlocked position.
- Fuel filler cutout in Streetside Fender panel
 - Ford fuel filler is square and behind wheel
- 3/16" formed mud flap brackets installed at rear on each side with 1/4" bolt on flat

Paint:

- Finish Paint Taffeta White

Streetside Compartmentation**1st Vertical:**

24" Wide x 40" High x 18" Deep

- Five (5) 1/2" round stock fixed material hooks 1-3-1 installed on Uni-strut for height adjustment.

2nd Vertical:

24" Wide x 40" High x 18" Deep

- Two (2) adjustable shelves each with divider slots on 2" centers installed on Uni-strut each shelf will have Four (4) adjustable dividers

Horizontal Compartment:

54" Wide x 18" High x 18" Deep

- Open

Rear Vertical:

24" Wide x 40" High x 18" Deep

- Two (2) adjustable shelves each with divider slots on 2" centers installed on Uni-strut each shelf will have Four (4) adjustable dividers

Hot stick Shelf:

126 Inch long shelf installed on the Streetside

with a rear dropdown access door.

- Stainless Steel automotive rotary type door latches
- Automotive Bulb Type Weatherstripping

Curbside Compartmentation**1st Vertical:**

24" Wide x 40" High x 18" Deep

- Two (2) adjustable shelves each with divider slots on 2" centers installed on Uni-strut each shelf will have Four (4) adjustable dividers

Curb Side Access 24" Wide

Grip strut access steps to bed area with

12 gauge galvanized risers and side kickplates.

- Two (2) steel weld on Grab handles installed at the side access of the body.
 - One on left side of step area and one on top of CS 1st vertical compartment

One (1) Rubber belt type access step under the side access steps. (Ship loose)

- **To have a 1/4" x 4" flat added to bottom of step for mounting cable step**

- 1/4" lasered flat installed under side access for mounting step
- Removable 14 gauge galvanized retainer 4" high at side access
 - Includes pins and lanyards

Horizontal Compartment:

54" Wide x 18" High x 18" Deep

- One (1) fixed divider tray with divider slots on 2" centers installed on compartment bottom
tray will have Eight (8) adjustable dividers

Rear Vertical:

24" Wide x 40" High x 18" Deep

- Five (5) 1/2" round stock fixed material hooks 1-3-1
installed on Uni-strut for height adjustment.

Tailboard:

- Removable 14 gauge galvanized retainer 4" high X full width of bed area installed at rear of load space.
 - Includes pins and lanyards

Tailshelf:

- 12 Ga. treadplate tail shelf 30 inches long X 94 inches wide x 6 inches high.
- Outrigger control plates installed below tailshelf

Tailshelf Rear Lighting:

- 94" Wide **7-Lamp** light bar installed at rear of tail shelf NO LIGHTS
 - PN# 36120IH with PN# 36132IH end caps

Wheel Chock Storage:

- Two (2) built into body fender panel on curbside include pendulum retainers
 - **Installed 1/2" forward and rear of cutout**

Grabhandles:

- One (1) Mini pool type grabhandle and One (1) - Low profile grabhandle bolted to top of CS compartment

Access Steps:

- One (1) Cable type access step under the tailshelf - **Curbside**. (Ship loose)

Prepared for: David West, Terex Utilities
Waukesha, WI 53186
Office: 262-746-7457
Email: david.west@terex.com

2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)
Price Level: 20



Client Proposal

Prepared by:
Mike Johnson
Office: 605-886-5844
Email: mike@watertownfordchrysler.com
Date: 10/03/2019



Prepared for: David West

Terex Utilities

Prepared by: Mike Johnson

10/03/2019

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

David West, Terex Utilities

Waukesha, WI 53186

Office: 262-746-7457

Email: david.west@terex.com

Re: Vehicle Proposal 10/03/2019

Dear David,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson

Fleet Sales

605-886-5844

mike@watertownfordchrysler.com

Prepared for: David West

Terex Utilities

Prepared by: Mike Johnson

10/03/2019



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Price Level: 20

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Terex Utilities

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10/03/2019

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

Selected Equip & Specs

Dimensions

* **Exterior length: 287.2"** • Cab to axle: 84.0" • Exterior width: 80.0" • Exterior height: 81.1" • Wheelbase: 169.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 24.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.3" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection** * **Recommended fuel : diesel** • federal • TorqShift 10 speed automatic transmission with overdrive • Part-time * **Limited slip differential** • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A * **Transmission PTO provision**

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks** • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels * **LT225/70SR19.5 GBSW AT front and rear tires** • Dual rear wheels

Body Exterior

• 2 doors • Driver and passenger , manual folding door mirrors • Black door mirrors * **Chrome bumpers** • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter * **Cruise control with steering wheel controls** • Manual front windows • Manual door locks • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G LTE WiFi internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Compass • Outside temperature display • Trip computer • Trip odometer

Safety and Security

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

Selected Equip & Specs (cont'd)

• 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system • Manual door locks • Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,898 lbs.	* GVWR	19,500 lbs.
* Payload	11,670 lbs.		

Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	4,684 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,214 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
---------------	-----	----------------------------	-----

General Trailering

5th-wheel towing capacity	20100 lbs.	Gooseneck towing capacity	20100 lbs.
Towing capacity	18500 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
----------------	---------

Off Road

Min ground clearance	8 "
----------------------------	-----

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
--------------------	-------------	----------------------------	-------------

Rear Frame

Height loaded	29 "	Height unloaded	34 "
---------------------	------	-----------------------	------

Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

Selected Equip & Specs (cont'd)

* Ignition	Compression
* Liters	6.7L
* Recommended fuel	Diesel
Valvetrain	OHV

* Injection	Diesel direct injection
Orientation	Longitudinal
* Valves per cylinder	4
* Forced induction	Intercooled turbo

Engine Spec

* Bore	3.90"
* Displacement	406 cu.in.

* Compression ratio	16.2:1
* Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes
* Torque	750 ft.-lb @ 2,000 RPM

* Output	330 HP @ 2,600 RPM
-----------------------	---------------------------

Alternator

Type	HD
------------	----

Amps	240
------------	-----

Battery

Amp hours	78
Run down protection	Yes

Cold cranking amps	750
* Type	Dual

Engine Extras

* Block heater	Yes
-----------------------------	------------

Transmission

Electronic control	Yes
Overdrive	Yes
Type	Automatic

Lock-up	Yes
Speed	10

Transmission Gear Ratios

1st	4.696
3rd	2.146
5th	1.52
7th	1
9th	0.689
Reverse Gear ratios	4.866

2nd	2.985
4th	1.769
6th	1.275
8th	0.854
10th	0.616

Transmission Extras

Driver selectable mode	Yes
Oil cooler	Regular duty

Sequential shift control	SelectShift
* PTO provision	Yes

Drive Type

4wd type	Part-time
----------------	-----------

Type	Four-wheel
------------	------------

Drive Feature

* Limited slip differential	Mechanical
* Power take-off provision	Yes
Transfer case shift	Electronic

Traction control	Driveline
Locking hub control	Auto

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Price Level: 20

Selected Equip & Specs (cont'd)

Drive Axle

Ratio 4.88

Exhaust

Material Stainless steel System type Single

Emissions

CARB Federal

Fuel Economy

* **Fuel type** **Diesel**

Engine Retarder

* **Type** **Yes**

Driveability

Brakes

ABS 4-wheel ABS channels 3
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring

Type Coil * **Grade** **HD**

Front Shocks

Type HD

Rear Suspension

* **Independence** **DANA 130 rigid axle** Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

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Price Level: 20

Selected Equip & Specs (cont'd)

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* **Tread** **AT** Type LT
Width 225mm LT load rating G
* **RPM** **645**

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* **Tread** **AT** Type LT
Width 225mm LT load rating G
* **RPM** **645**

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 24.2' Wheelbase 169.0"
Rear tire outside width 93.9"

Body Features

Front license plate bracket Yes Front splash guards Yes
Body material Aluminum Side impact beams Yes
Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

* **Length** **287.2"** Body width 80.0"
Body height 81.1" Cab to axle 84.0"
* **Axle to end of frame** **79.6"** * **Frame section modulus** **17.2cu.in.**

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Selected Equip & Specs (cont'd)

Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	* Cab to end of frame	163.6"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead	Safety Canopy System curtain 1st row	Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------------	-------

Seating

Passenger Capacity

Capacity	3
----------------	---

Front Seats

Split	40-20-40	Type	Split-bench
-------------	----------	------------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------------	--------	------------	------------

Front Armrest

Centre	Yes	Storage	Yes
--------------	-----	---------------	-----

Front Seat Trim

Material	Vinyl	Back material	Vinyl
----------------	-------	---------------------	-------

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
------------------------	--------	------------------	-----

Audio System

Radio	AM/FM stereo	Radio grade	Regular
-------------	--------------	-------------------	---------

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Selected Equip & Specs (cont'd)

Seek-scan	Yes	External memory control	SYNC
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Controls</i>			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	2	Primary monitor size (inches)	4.2
<i>Cruise Control</i>			
* Cruise control With steering wheel controls			
<i>Convenience Features</i>			
12V DC power outlet	2	Emergency SOS	911 Assist
Wireless phone connectivity	Bluetooth	Smart device integration	App link
Upfitter switches	Yes		
<i>Door Lock Activation</i>			
Type	Manual		
<i>Door Locks Extra FOB Controls</i>			
Remote engine start	Smart device		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
* Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

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Price Level: 20

Selected Equip & Specs (cont'd)*Instrumentation Feature*

Trip computer Yes Trip odometer Yes

*Steering Wheel Type*Material Urethane Tilting Manual
Telescoping Manual*Front Side Windows*

Window 1st row activation Manual

Window Features

Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior*Passenger Visor*

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shift knob Urethane Interior accents Chrome

*Lighting*Dome light type Fade Front reading Yes
Variable IP lighting Yes*Storage*Front Beverage holder(s) Yes Glove box Locking
Illuminated Yes Instrument panel Covered bin
Dashboard Yes*Legroom*

Front 43.9"

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

Selected Equip & Specs (cont'd)

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

As Configured Vehicle

Code	Description
Base Vehicle	
F5H	Base Vehicle Price (F5H)
Packages	
660A	Order Code 660A <i>Includes:</i> <ul style="list-style-type: none">- Transmission: TorqShift 10-Speed Automatic Includes selectable drive modes: normal, tow/haul, eco and deep sand/snow.- Wheels: 19.5" Argent Painted Steel Hub covers/center ornaments not included.- HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.- Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.- SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> <ul style="list-style-type: none">- Dual 78-AH 750 CCA Batteries- 240 Amp Alternator
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes selectable drive modes: normal, tow/haul, eco and deep sand/snow.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
Wheels & Tires	
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70Rx19.5G BSW traction.</i>
64Z	Wheels: 19.5" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>

Seats & Seat Trim

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

As Configured Vehicle (cont'd)

Code	Description
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> <i>- SYNC Communications & Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>
96V	XL Value Package <i>Includes:</i> <i>- XL Decor Group</i> <i>- Chrome Front Bumper</i> <i>- Steering Wheel-Mounted Cruise Control</i>
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>
63C	Aft-Axle Frame Extension Pack <i>32.4" aft-of-axle frame extension increases AF dimension to 79.6"</i>
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>
18A	Upfitter Interface Module
Fleet Options	
525_	Steering Wheel-Mounted Cruise Control
17F	XL Decor Group (LPO) <i>Includes:</i> <i>- Chrome Front Bumper</i>
Emissions	
425	50-State Emissions System

Interior Colors

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

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As Configured Vehicle (cont'd)

Code	Description
AS_01	Medium Earth Gray
Primary Colors	
Z1_01	Oxford White

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Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

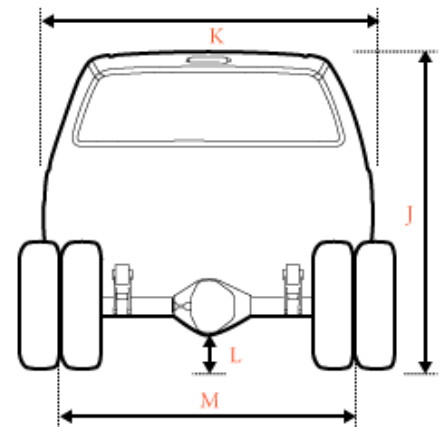
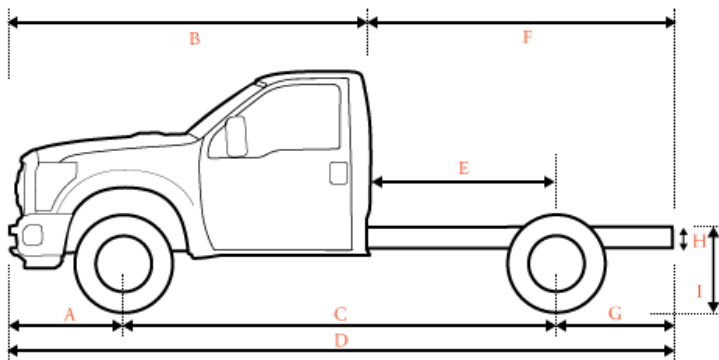
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	287.20 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	163.60 in.
G	Rear Axle to End of Frame (AF)	79.60 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.00 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.10 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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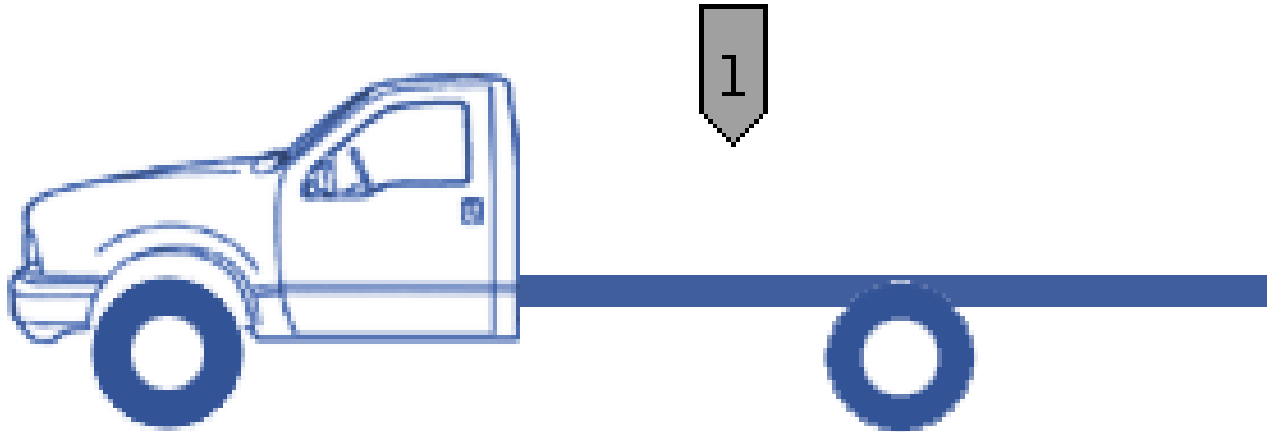
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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,684 lbs	3,214 lbs	7,898 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,516 lbs	8,636 lbs	11,152 lbs
TOTAL	7,500 lbs	12,000 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	15,000 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.70	15.00 %	53.13 %
Start grade capability in reverse	4.87	15.00 %	55.05 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	9.66 %
Maximum grade in 9th gear	0.69	3.00 %	7.80 %
Maximum grade in 10th gear	0.62	3.00 %	6.97 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	97 mph
<i>To meet your requirement you need a maximum axle ratio of 6.28</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	71 mph
Engine RPM at desired cruise speed			1,939 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.06 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM:	2,300 rpm
Clutch engagement torque:	375 ft.lbs.	Worst road surface:	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.62
Peak engine torque:	750 ft.lbs.	Drag Coefficient:	0.80
Engine Power:	330 hp @ 2,600 rpm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2020 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 20

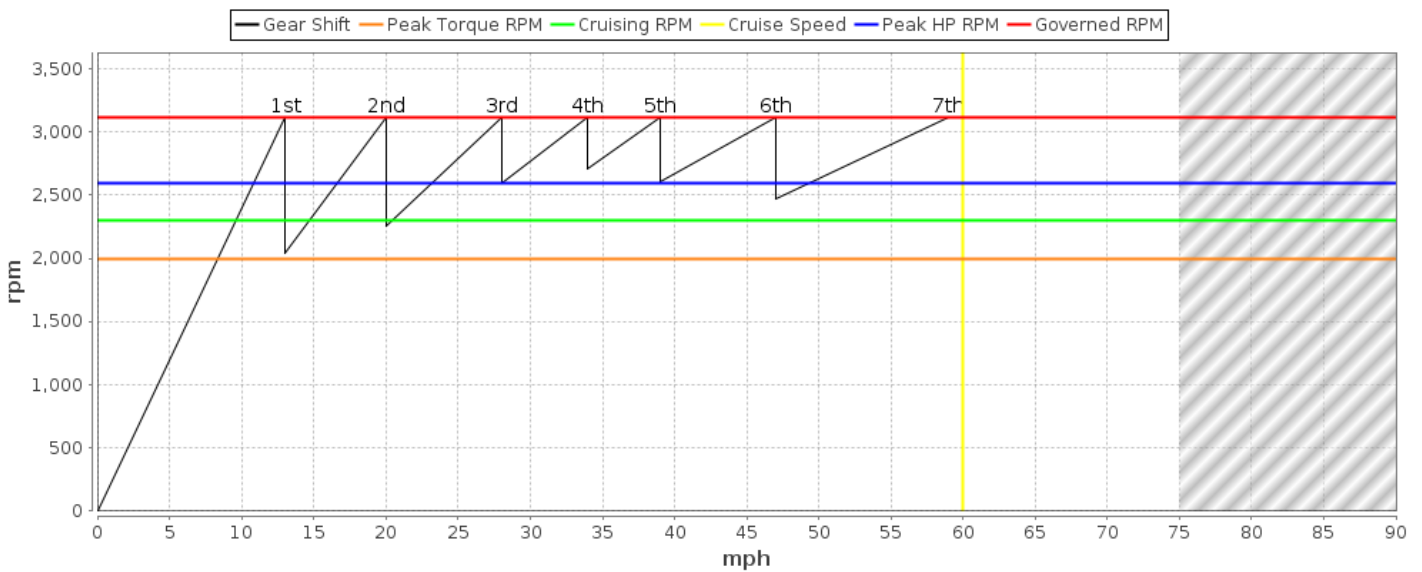
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

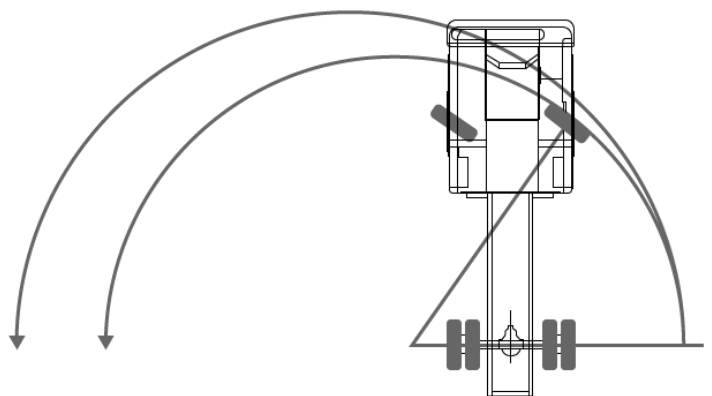
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius 24.25 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



City Council Agenda Form

Meeting Date: August 4, 2020
Agenda Item Title: Consider Bids for Street Department Dump Truck Replacement
Department: Public Works

Agenda Item Description: Consider Bids for Purchase of New Chassis with Dump Bed and Snow Plow

Background: Funding has been included in the Equipment Reserve Fund for a replacement dump truck in the Street Department. The department currently has four dump trucks - a 1983, 1995 (Fords), 2016 and 2017 (Internationals).

Bids were solicited for a new 2021 chassis, dump bed, and snow plow, with responses received from two vendors. Doonans Peterbilt (Hays) quoted a Peterbilt 337 in the amount of \$119,193. Summit Truck (Salina) quoted a International HV607 in the amount of \$110,652. Adding \$2,378 in optional equipment (300hp engine, heated mirrors, radio pre-wire, air horn, pre-test lights, USB port and power outlet, electric trailer brakes pre-wire) the total Summit Truck bid of \$113,030.

The 1983 Ford dump truck will be sold at public auction as soon as possible.

City Attorney Review/ Comment: N/A

Funding Source: Equipment Reserve Fund

Options:

1. Approve one of the bids submitted
2. Reject all bids.
3. Provide staff with an alternate direction.

Staff Recommendation: Approve the purchase of 2021 International HV607 with dump box, snow plow and additional options from Summit Truck Co. in the amount of \$113,030.00

Attachment(s): Bids

Org.

ATTACHMENT C

BID SHEET

One Dump Truck – Snow Plow combo

BRAND AND MODEL: International HV607 – Henderson Mark SA

YEAR: 2021

APPROXIMATE DELIVERY DATE: Approximately 120 Days

WARRANTY: Chassis 1 year – Engine 3 year

ALL OPTIONS SHALL REFLECT THOSE COSTS IN ADDITION TO THE BASE BID

DELIVERED F.O.B. TO CITY OF RUSSELL at 333 E 9th ST.

	OUT-RIGHT PRICE	TRADE-IN CREDIT	TOTAL
BASE BID- Truck Chassis	\$ <u>70,640⁰⁰</u>	<\$ <u>XXX</u> >	\$ <u>70,640⁰⁰</u>
Dump Bed and Plow	\$ <u>40,012⁰⁰</u>	<\$ <u>XXX</u> >	\$ <u>40,012⁰⁰</u>
OPTION #1 –			
TOTAL BID			\$ <u>110,652⁰⁰</u>

113,030

REPRESENTATIVE Adam Hlad

COMPANY Summit Truck Group

ADDRESS 1944 A. N. 9th Salina KS 67401

TELEPHONE NUMBER 785-827-0336 DATE 6-30-20

COMMENTS Please see option page for more items to pick from.

**ITEM SPECIFICATIONS
FOR
One Dump Truck-Snow Plow combo**

SHOW MFG. AND MODEL OFFERED: International HV607

BASE BID – Dump Truck-Snow Plow combo

If specification is met, indicate with a "Y" in the provided space. If exception is taken, bidder must indicate with an "N" and explain in the Exception Comment section following the line item specification. (Use separate page, if necessary and list page number and item number.)

All components and accessories shall be new, unused, serviced and ready for delivery.

TRUCK- Haul Sand, Dirt, Concrete, and Snow

- | Item # | (Y/N) | |
|--------|----------|---|
| 1) | <u>Y</u> | 250-300 hp. Diesel Engine
Exception Comments: <u>250 hp</u> |
| 2) | <u>Y</u> | 26,000-33,000 lb. GVW
Exception Comments: <u>33,000</u> |
| 3) | <u>Y</u> | Single Axle w/ 152-170 Wheel Base 4x2
Exception Comments: _____ |
| 4) | <u>Y</u> | Front Axle-10,000-12,000 lb. for Snow Plow
Exception Comments: <u>12,000</u> |
| 5) | <u>Y</u> | Suspension-Leaf Springs with Overloads Helper Springs
Exception Comments: _____ |
| 6) | <u>Y</u> | Power Steering w/ tilt
Exception Comments: _____ |
| 7) | <u>Y</u> | Transmission – Allison Automatic, Wide Ratio, 6-speed w/ overdrive
Exception Comments: _____ |
| 8) | <u>Y</u> | Air Brakes
Exception Comments: _____ |

TIRES/WHEELS

- 9) Y Steel Budd Wheels w/ 11R 22.5 14ply, G Load Range
Exception Comments: _____

- 10) Y 11R 22.5 14 ply
Exception Comments: _____

- 11) Y Standard Cab-Standard interior: _____

- 12) Y Floor covering-rubber mats: _____

- 13) Y Cab Schematic - White Paint: _____

- 14) Y 50 gal. Minimum fuel tank: _____

- 15) Y Stationary Grille: _____

- 16) Y Seven-way Trailer Light Package: _____

- 17) Y Snowplow Light Package: _____

DUMP BED-HENDERSON

- 1) _____ 10ft-11ft Bed: _____

- 2) _____ 36" Sidewalls: _____

- 3) _____ Telescoping Lift Cylinder: _____

- 4) _____ Cab Guard: _____

- 5) _____ Pinned Solid Tailgate: _____

TIRES/WHEELS

- 9) _____ **Steel Budd Wheels w/ 11R 22.5 14ply, G Load Range**
Exception Comments: _____

- 10) _____ **11R 22.5 14 ply**
Exception Comments: _____

- 11) _____ **Standard Cab-Standard interior:** _____

- 12) _____ **Floor covering-rubber mats:** _____

- 13) _____ **Cab Schematic - White Paint:** _____

- 14) _____ **50 gal. Minimum fuel tank:** _____

- 15) _____ **Stationary Grille:** _____

- 16) _____ **Seven-way Trailer Light Package:** _____

- 17) Y **Snowplow Light Package:** _____

DUMP BED-HENDERSON

- 1) Y **10ft-11ft Bed:** _____

- 2) Y **36" Sidewalls:** _____

- 3) Y **Telescoping Lift Cylinder:** _____

- 4) Y **Cab Guard:** _____

- 5) Y **Pinned Solid Tailgate:** _____

- 6) Y Warning Lights -- Strobe Light Package: _____
- 7) Y Able to add 2X12 Sideboards: _____
- 8) Y On-the -Fly PTO & Hydraulics, use at the same time: _____

SNOWPLOW-HENDERSON

- 1) Y 10' or 11' Heavy Duty Snowplow: _____
- 2) Y 36" or 42" Reversible Blade: _____
- 3) Y in Cab Controls w/ Electric Power Hydraulics: _____
- 4) Y Quick Disconnect Plow attachment: _____
- 5) Y Regular replacement Square Shoes for pivoting skids: _____
- 6) Y Live PTO for On the Go Snowplow Operations: _____

OPTIONS

The following items shall be bid as **OPTIONS** and shall be quoted individually as indicated on the Bid Form and shall reflect those costs in addition to the **BASE BID**. It shall be understood that the City of Russell may select any variety of the listed options.

OPTION #1 –

TRADE-IN INFORMATION--

The City of Russell will have no vehicle for trade-in:

TAXES--

This purchase is tax exempt. Appropriate certification will be supplied to vendor upon request.

Prepared For:
City of Russell
Rich Krause
133 W 8th St.
Russell, KS 67665-1916
(785)483 - 6311
Reference ID: N/A

Presented By:
ROBERTS TRUCK CENTER-SAL
Adam S Hlad
1944 NORTH 9TH STREET
SALINA KS 67401 -
(785)827-0336

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2021 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 31.20% / 1.94% @ 55 MPH Calc. Geared Speed: 86.5 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 35.00
ENGINE, DIESEL:	{Cummins B6.7 250} EPA 2017, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060S} Single Reduction, Hypoid Gearing, 21,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 35.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqli

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

Description

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 11' 6"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1320CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER CONNECTION SOCKET 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps

HORN, ELECTRIC Disc Style

JUMP START STUD Remote Mounted

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

Description

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {Cummins B6.7 250} EPA 2017, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element

FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/B6.7 and ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer 21060S} Single Reduction, Hypoid Gearing, 21,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.57

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

SHOCK ABSORBERS, REAR (2)

FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Inboard of 5 Gallon DEF Tank, Under Cab

Description

FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions

(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position

(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

(US DOLLAR)

Description

Price

Net Sales Price:

\$70,640.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

MIDWEST TRUCK EQUIPMENT

200 W. 61ST NORTH WICHITA, KS 67204

PHONE: 316-744-1590, FAX 316-744-8242 TOLL FREE 800-658-1793

E-MAIL mwtebw@yahoo.com

Summit Truck Group
Attn. Adam

6/19/2020

We are pleased to submit the following quotation for The City of Russell.

One Henderson Mark-SA 10' dump body installed per the following.

- 86" inside width
- 3/16" grade 50 steel, floor.
- 5" I-beam long sills.
- 36" tall grade 50, 10 gauge sides with horizontal side brace.
- 44" tall 10 gauge grade 50 tailgate with manual release
- Recessed stop/turn/tail and back-up lights.
- Whelen LED strobes installed in cab shield and rear corner posts
- ½ cab shield with forward facing light holes for strobes
- Front trunnion mounted telescopic hoist.
- Hot shift PTO with direct mount pump, cable actuated control valve to operate hoist and snow plow. Thirty gallon hydraulic reservoir, hoses ran to the front of the truck to operate the plow.
- Cable controls in cab, to operate the dump bed and plow
- Body to be painted black
- Heavy duty channel bumper with Henderson universal quick hitch installed
- Snow plow lights mounted to hood with stainless steel light brackets

One Henderson RSP snow plow per the following

- 10' long 36" tall moldboard with integral snow shield.
- 3" X 1*1/2" X 10" nitride reversing cylinders
- Universal quick hitch.
- 1" X 6" skid shoes with screw jack adjusters.

Price of the above installed

\$40,012.00

Note: Truck must have front frame extensions, stationary grill, snow plow light harness with switch in cab, factory PTO switch and switch for strobe lights, trailer wiring ran to rear of chassis, left frame rail clear behind the cab for mounting hydraulic reservoir,

We would like to thank you for the opportunity to submit this quote. If you have any further questions feel free to call me at 800-658-1793.

Thanks Again
Bryan Wilson

Options for the City of Russell:

Engine:

ISB Cummins 260 HP 660 TQ	\$470
ISB Cummins 280 HP 660 TQ	\$910
ISB Cummins 300 HP 660 TQ	\$1,300
ISB Cummins 325 HP 750 TQ	\$1,750
L9 Cummins 260 HP 720 TQ	\$2,415
L9 Cummins 270 HP 800 TQ	\$2,685
L9 Cummins 300 HP 860 TQ	\$3,150
L9 Cummins 300 HP 1000 TQ	\$4,100

Suspension / axles:

Driver control locking differential	\$1,300
---	---------

Cab:

Arm rest right side driver's seat	\$30
Cab sound insulation	\$60
Air cleaner restriction gauge	\$20
Allison temp gauge	\$40
Exterior grab handles	\$200
Heater shut off valves	\$60
Air ride passenger seat	\$250
Insulation in splash panels	\$68
Insulation under hood	\$155

1330
11630

Electrical:

Heated mirrors	\$120
Power windows and locks	\$215
3 position exhaust switch	\$45
Battery disconnect switch	\$260
2 way radio pre wire	\$180
Cigar lighter	\$18
USB port and power outlet	\$30
Air Horn	\$80
Pre test lights	\$38
Electric trailer brakes pre wire	\$300

\$748

CITY OF RUSSELL

06/23/20

PO BOX 112

RUSSELL,KS 67665

Thank you for the opportunity to bid our New 337 Peterbilt it is priced as followed

Doonan Peterbilt of Hays will be able to give you the best service possible we are only 27 miles West of Russell. I personally live in Russell County and go threw Russell Ks twice a day morning and evening going and coming home from Hays. I will be available to help with delivery of parts daily. We also have a outside parts salesman that comes to Russell every Thursday We Can and Will strive to give you the best service possible. No other dealer can provide you with the service I Will provide. Our Peterbilt Truck has an all Alum Cab/Huckbolted for the LONG Life of our Cabs. Peterbilt also has the Best Resale of any Truck on the market. Please feel free to call me with any questions you may have

We offer a variety of options for extended Warranties at additional pricing I will include in this bid .i will also send the standard warranty info .

Selling Price 2021 337 Peterbilt

Truck	\$78511.00
Henderson Dump Body	\$40682.00
Total Price	\$ 119193.00

Thank You for all your support

Bill Rowe

GM Doonan Peterbilt of Hays

Cell 620-793-0780 Office 785-621-4045



DOONAN PETERBITL *of Hays*
www.doonantruck.com

1980 W. 55th
Hays, KS 67601
Tel: 785-621-4045 Fax: 785-621-4050

**ITEM SPECIFICATIONS
FOR
One Dump Truck-Snow Plow combo**

SHOW MFG. AND MODEL OFFERED: Model 337 Peterbilt

BASE BID – Dump Truck-Snow Plow combo

If specification is met, indicate with a "Y" in the provided space. If exception is taken, bidder must indicate with an "N" and explain in the Exception Comment section following the line item specification. (Use separate page, if necessary and list page number and item number.)

All components and accessories shall be new, unused, serviced and ready for delivery.

TRUCK- Haul Sand, Dirt, Concrete, and Snow

- (Y/N)
- | Item # | |
|-------------|---|
| 1) <u>Y</u> | 250-300 hp. Diesel Engine
Exception Comments: <u>300 HP PX 9</u>
<u>Wet Sleeve</u> |
| 2) <u>Y</u> | 26,000-33,000 lb. GVW
Exception Comments: _____ |
| 3) <u>Y</u> | Single Axle w/ 152-170 Wheel Base 4x2
Exception Comments: _____ |
| 4) <u>Y</u> | Front Axle-10,000-12,000 lb. for Snow Plow
Exception Comments: _____ |
| 5) <u>Y</u> | Suspension-Leaf Springs with Overloads Helper Springs
Exception Comments: _____ |
| 6) <u>Y</u> | Power Steering w/ tilt
Exception Comments: _____ |
| 7) <u>Y</u> | Transmission – Allison Automatic, Wide Ratio, 6-speed w/ overdrive
Exception Comments: <u>RDS 3000</u> |
| 8) <u>Y</u> | Air Brakes
Exception Comments: _____ |

84" CA
80" overhang

TIRES/WHEELS

9) Y Steel Budd Wheels w/ 11R 22.5 14ply, G Load Range
Exception Comments: _____

10) Y 11R 22.5 14 ply
Exception Comments: _____

11) Y Standard Cab-Standard interior: _____

12) Y Floor covering-rubber mats: _____

13) Y Cab Schematic - White Paint: _____

14) Y 50 gal. Minimum fuel tank: _____

15) Y Stationary Grille: _____

16) Y Seven-way Trailer Light Package: _____

17) _____ Snowplow Light Package: Midwest Truck Hes in Bid.

DUMP BED-HENDERSON

1) _____ 10ft-11ft Bed: See Bid Midwest Truck

2) _____ 36" Sidewalls: _____

3) _____ Telescoping Lift Cylinder: _____

4) _____ Cab Guard: _____

5) _____ Pinned Solid Tailgate: _____

ATTACHMENT C

BID SHEET

One Dump Truck – Snow Plow combo

BRAND AND MODEL: Peterbilt Model 337

YEAR: 2021

APPROXIMATE DELIVERY DATE: Jan. 2021

WARRANTY: Enclosed with bid.

ALL OPTIONS SHALL REFLECT THOSE COSTS IN ADDITION TO THE BASE BID

DELIVERED F.O.B. TO CITY OF RUSSELL at 333 E 9th ST.

	OUT-RIGHT PRICE	TRADE-IN CREDIT	TOTAL
BASE BID- Truck Chassis	\$ <u>78,511⁰⁰</u>	<\$_XXX_>	\$ <u>78,511⁰⁰</u>
Dump Bed and Plow <u>Henderson</u>	\$ <u>40,682⁰⁰</u>	<\$_XXX_>	\$ <u>40,682⁰⁰</u>
OPTION #1 –			
TOTAL BID			\$ <u>119,193</u>

REPRESENTATIVE Bill Rowe

COMPANY Doonan Peterbilt of Hoys

ADDRESS 1980 W. 55th ST. Hoys, KS 67601

TELEPHONE NUMBER 785-621-4045 DATE 6-23-20

COMMENTS I can get the truck in 60-90 Days, the Henderson box wont be built in till Dec. sometime. So that puts the Delivery Date out till Jan. 2021 App. Date. We can get other Beds Quicker.





Doonan Pblt Of Grt. Bend (W281)
 36 Ne Hwy 156
 Great Bend, Kansas 67530

City Of Russell
 PO Box 112
 Russell, Kansas 67665
 United States of America

Bill Rowe
 Cell Phone:
 Office Phone: 620-621-3500
 Email: bill_rowe@doonantruck.com

Rich Krause
 Office Phone: 785-483-6311

Vehicle Summary

Unit		Chassis	
Model:	Model 337	Fr Axle Load (lbs):	12000
Type:	Full Truck	Rr Axle Load (lbs):	21000
Description 1:		G.C.W. (lbs):	33000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	City Delivery	Class A (Highway)	100
Commodity:	Asphalt	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Other Body Type		6
Length (ft):	24	Wheelbase (in):	154
Height (ft):	13.5	Overhang (in):	60
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	69.8
		Cab to Axle (in):	84.2
		Cab to EOF (in):	144.2
		Overall Comb. Length (in):	252.2
Trailer		Special Req.	
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0003371	S	Model 337 The Peterbilt Model 337 is built to take on the big jobs. That's why it's available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. With a full range of suspensions and in an all-wheel-drive configuration, the 337 delivers an ideal match for applications such as wrecker, tanker, beverage delivery, municipal utilities – just about any job you can throw at it.	95,459	10,070
0091260	O	Asphalt Tanker, Dry Bulk General freight (linehaul) service using a dry bulk tanker body or tanker trailer.	0	0
0093340	S	City Delivery Truck or tractor which hauls freight, typically operating within a 100-mile radius, on public streets and highways and other paved surfaces. Typically includes package and freight delivery.	0	0
0095200	O	Other Body Type	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	654	294
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	365	0
0613090	O	Three-Piece Crossmembers	593	58
0620580	O	27.8in Bumper Extension without Adapter Includes Stationary Grille. Requires FEPTO Bumper.	504	75
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	S	Omit Rear Mudflaps and Hangers	0	0
Front Axle & Equipment				
1011875	O	Dana Spicer E1202IL 12,000 lb, 3.5 in. Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 12,000 lb. The axles have exclusive one-piece forged design knuckle including steer arm, tie rod arm and spindle. This feature helps in greater durability and reduced maintenance.	79	0
1111190	O	Taper Leaf Springs, Shocks 12,000 lb	48	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Hendrickson taper leaf springs, shocks for 12,000 lbs.		
1243040	S	Power Steering Sheppard HD94 Sheppard HD94 power steering gear is a light weight version of heavy duty line-haul power steering gear. For use with 12,000 to 14,000 lb. axle ratings.	0	0
1250180	O	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0	0
1353545	O	PHP10 Aluminum PreSet Hubs	32	0
1380240	O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	33	15
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0	0
Rear Axle & Equipment				
1513320	O	Dana Spicer P22060S 21,000 lb	376	117
1616370	S	PHP10 Iron PreSet Hubs	0	0
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	24	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680950	S	Stability System Not Selected Or Not Available	0	0
1681337	S	Single Drive Axle (Model 337)	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
1688110	O	Heavy Duty Cam Bushings, Drive Axle(s)	53	0
1704880	O	Ratio 4.88 Rear Axle	0	0
1816020	O	Reyco 79KB Multi Leaf 23,000 Lb	98	30
1911070	O	Reyco Helper Springs 4,500 lb For use with Reyco 79KB suspension	375	62

Engine & Equipment

2074306	O	PACCAR PX-9 300@2000 GOV@2200 860@1300 Productivity (2017 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO....Cruise Control Auto Resume () N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown () N21350 P001 70....Maximum Accelerator Pedal Ve N21370 P059 70....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thr N21630 P171 80....High Ambient Temperature Thr N21510 P520 YES...Enable Idle Shutdown Park Br N21430 N201 0.....Reserve Speed Limit Offset () N21410 N202 0.....Maximum Cycle Distance (N202) N21400 N203 252...Reserve Speed Function Reset N21420 N206 10....Maximum Active Distance (N206) N21340 P112 120...Hard Maximum Speed Limit (P112) N21550 P516 100...Engine Load Threshold (P516) N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	1,943	0
2091305	O	Engine Idle Shutdown Timer Enabled	0	0
2091315	O	Enable EIST Ambient Temp Override	0	0
2091372		Eff EIST NA Expiration Miles	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
2091640		Effective VSL Setting NA	0	0
2092013	O	Typical Operating Speed 60 MPH	0	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140150	O	Remote PTO and Throttle Provision 12-pin connector on engine harness.	17	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	86	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538030	S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	374	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812210	O	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	65	0
2921160	S	Spin-On Fuel/Water Separator	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 .sq.in., 389/367. HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.		
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	405	29
3381770	O	Curved Tip Standpipe(s)	42	0
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	498	0
Transmission & Equipment				
4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	10,517	195
4210080	S	1710 HD Driveline, 1 Midship Bearing	0	0
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	16	0
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	626	0
Air & Trailer Equipment				

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Sales Code	Std/Opt	Description	\$ List	Weight
4510320	S	Bendix AD-IS Air Dryer, Heater Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system.	0	0
4519140	O	Mount Air Dryer Inside Rail RH	0	0
4520420	O	Pull Cords All Air Tanks	7	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	132	4
4612900	O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	438	15
Tires & Wheels				
5061020	O	FF: BR 16ply 11R22.5 R284 Ecopia	163	-4
5169610	S	RR: BR 14ply 295/75R22.5 R268 Ecopia R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 40.3 inches; SLR = 18.8 inches	0	0
5190004	O	Code-rear Tire Qty 04	0	0
5210540	O	FF: Accur Std Armor 29001PK 22.5X7.5 PHP10-5 Hand Holes	58	10
5311990	S	RR: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP10-2 hand holes	0	0
5390004	O	Code-rear Rim Qty 04	0	0
Fuel Tanks				
5552040	O	26" Aluminum 50 Gal Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	-54	117
5603050	O	Location RH BOC 50 Gallon	0	0
5652880	O	DEF Tank Mounted RH BOC	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		You have selected a Diesel Exhaust Fluid (DEF) tank mounted on the right-hand (passenger) side of the vehicle. Note, some retail fuel distributors have chosen to standardize on DEF dispensing pumps oriented to the left-hand (driver) side of the vehicle. Please verify your selection for DEF tank mounting.		
5652990	S	DEF To Fuel Ratio 2:1 Or Greater	0	0
5655019	O	DEF Tank Small	-162	0
Battery Box & Bumper				
6021000	S	Steel Battery Box LH Under Cab, Non-Slip Step	0	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6121060	O	Steel Bumper Swept Back Painted Black, With FEPTO Two tow pin holes and step plates on top of bumper	342	90
Cab & Equipment				
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0	0
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	19	2
6911700	S	National Driver Seat	0	0
6921700	O	National Passenger Seat	-173	0
6930580	O	Drivers Armrests - LH & RH	69	4
6939400	O	Air Ride Driver	198	0
6939420	S	High Back Driver	0	0
6939470	S	Vinyl Driver	0	0
6939510	S	Non-Air Ride Passenger	0	0
6939540	S	Low Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	95	11
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036120	S	Interior Gray/Black	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.		
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7230060	S	1-Piece Curved Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330700	O	Peterbilt Comfort Control - Cab	21	6
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	222	4
7511010	O	Stainless Steel Mirrors 7 x 16 with Heat Element	70	2
7560850	O	(2) Convex 8 Inch SSTL Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	266	4
7564110	S	Power Package Includes power door locks and power windows.	0	0
7610470	O	(1) Air Horn 24.5" Chrome - Round w/Horn Shield	270	8
7725710	O	Standard Speaker Package For Cab (2) Speakers	116	4
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	324	10
7782230	O	Radio Antenna Mounted Logger Style Antenna Mounted LH on BOC In Place of Center Roof position on Conventional Models. Models 579 and 567 Antenna Mounted LH Roof In Place Of Center Roof position.	23	2
7850210	O	Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	40	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	17	13
7900270	O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	54	8
7900970	O	Backup Alarm Wiring To EOF	19	0
8011400	O	Main Transmission Oil Temperature Gauge	18	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		Located in Driver Information Display		
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8071510	O	(1) Additional Electric Switch Without Wiring	23	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	47	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0	0
8120980	S	(5) Marker Lights, Aero LED	0	0
8133470	O	Switch & Wiring for F/O Beacon/Strobe Switch and wiring for furnished by owner beacon / strobe, 10' coiled wire back-of-cab / back-of-sleeper, at rear sill.	67	2
8140120	S	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	0	0
Paint				
8500710	O	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0
Shipping Destination				
Options Not Subject To Discount				
9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
9408931	O	PDI At Excellence Peterbilt Location	230	0

Miscellaneous

9409800	S	2017 EPA Emissions Engine Warranty Only	0	0
9409869	O	Presentation Created With SmartSpec	0	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$115,811
Marketing and Service Support Fee	\$550
Prepaid Freight	\$2,450
Total Surcharge/Options Not Subject To Discount	\$230
Total Weight	11,261

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

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City Council Agenda Form

Meeting Date: August 4, 2020

Agenda Item Title: Agreement for Capital Assistance Funds - Transit Bus Grant

Department: Public Works

Agenda Item Description: Agreement PT-1108-21 for Capital Assistance Funds - Transit Bus Grant

Background: In November 2019, the city submitted its annual grant application to KDOT for funds to operate the public transportation bus during State Fiscal Year 2021 (July 1, 2020 - June 30, 2021). This included a request for the purchase of a replacement bus.

The KDOT Public Transportation Grant generally pays for 50% of operating costs and 80% of capital expenses (replacement bus).

KDOT has formally advised they will pay 100% of the \$68,496 cost for the replacement transit bus. The attachment Agreement for Capital Assistance Funds outlines the responsibilities of all project participants.

City Attorney Review/ Comment: 7/27/2020

Funding Source: Grant Funds

Options:

1. Authorize the Mayor to sign the Agreement for Capital Assistance Funds #PT-1108-21 and all supporting documents.
2. Provide staff with alternate direction.
3. Take no action - the grant funds are released to another entity.

Staff Recommendation: Authorize the Mayor to sign the Agreement for Capital Assistance Funds #PT-1108-21 and all supporting documents.

Attachment(s): Agreement for Capital Assistance Funds #PT-1108-21

**AGREEMENT FOR CAPITAL ASSISTANCE FUNDS
FOR
49 U.S.C. § 5311 PUBLIC TRANSPORTATION PROJECTS
BETWEEN THE
SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS
AND
NORTHWEST KANSAS COORDINATED TRANSIT COUNCIL
AND THE
CITY OF RUSSELL**

THIS AGREEMENT is made this ___ day of _____ 20___, by and between the Secretary of Transportation of the State of Kansas (the “**SECRETARY**”), the Northwest Kansas Coordinated Transit Council (the “**CTD**”), and City of Russell (the “**PROVIDER**”).

RECITALS:

- A. 49 U.S.C. § 5311 of Fixing America’s Surface Transportation Act (FAST) provides for a grant for public transportation capital project to eligible applicants, the **PROVIDER**, to assist them in providing transportation needs to the general public living in rural and non-urbanized (less than 50,000 population) areas for **to** and **from** activities.
- B. 49 U.S.C. § 5311 projects may include the transportation of rural and non-urbanized (less than 50,000 population) area residents **to** and **from** activities in the urbanized areas.
- C. The Coronavirus Aid, Relief, and Economic Security Act, Public Law No. 116-136, provides for “Transit Infrastructure Grant” funds to prevent, prepare for, and respond to coronavirus. The **SECRETARY** shall provide funds appropriated under this Act as if such funds were provided under 49 U.S.C. § 5311.
- D. The Legislature of the State of Kansas in accordance with K.S.A. § 75-5051, et seq., has designated the **SECRETARY** to establish Coordinated Transit Districts to evaluate, select, and coordinate the applications, and monitor the capital projects.
- E. The **CTD** has demonstrated acceptable efforts to achieve coordination with other transportation providers. The **PROVIDER** has authorized the **CTD** to act as their agent with the **SECRETARY** for all activities under this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I:

Definitions: As used in this Agreement, the following capitalized terms not otherwise defined in the Recitals above, have the following meanings:

1. “**Agreement**” means this written document evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CARES Act”** means the Coronavirus Aid, Relief, and Economic Security Act, Public Law No. 116-136.
3. **“CTD”** means coordinated transit district pursuant to K.S.A. 75-5051 *et seq.*, specifically **Northwest Kansas Coordinated Transit Council**, whose office is located at **520 West 5th St Quinter, KS 67752**, acting by and through **Wade Kruse**, its duly authorized representative.
4. **“Federal Government”** means the United States of America and any executive department or agency thereof.
5. **“FTA”** means Federal Transit Administration, a federal agency of the United States, with its principal place of business located at 1200 New Jersey Avenue, SE, Washington, DC 20590.
6. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Master Agreement”** means the official Master Agreement containing standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the FTA, located on the FTA website at **www.fta.dot.gov**.
8. **“Non-urbanized Area”** means an area encompassing a population of less than 50,000 people.
9. **“Parties”** means the Secretary and KDOT, individually and collectively, the CTD, and the Provider.
10. **“Policy”** means KDOT’s “Public Transportation Policy Manual (2018)” revised April 3, 2018, and as amended or revised, located on the KDOT website at **http://www.ksdot.org/bureaus/burtransplan/pubtrans/index.asp**.
11. **“Project”** means those public transportation services to be provided as set forth in the Provider’s Project Application.
12. **“Project Application”** means the Application for funding submitted to KDOT by the Provider to receive federal funding and state funding, including formula grants pursuant to 49 U.S.C. § 5311 funds.
13. **“Provider”** means **City of Russell**, whose office is located at **P.O. Box 112, 133 West 8th Street, Russell, KS, 67665**, acting by and through, **Raymond Mader** its duly authorized representative.
14. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
15. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.

16. “U.S. DOT” means the United States Department of Transportation.

ARTICLE II:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.

2. **Administration.** The **PROVIDER** has delegated to the **CTD** responsibility for administering the funds for the Project.

3. **Scope of Project.** The **PROVIDER** shall undertake and complete the distribution of Project funds as described in the **PROVIDER’s** Project Application filed with and approved by the **SECRETARY** and FTA and in accordance with the terms of this Agreement. No construction work is authorized under this Agreement.

4. **Contractual Provisions.** The provisions and assurances found in the Project Application are incorporated into this Agreement.

5. **Cost of Project.** The total cost of the Project shall be **\$68,496.00** of which **\$68,496.00** is provided by the **SECRETARY**. These figures are based upon a matching ratio of one hundred percent (**100%**) federal for the purchase of 1 vehicle(s) and other equipment as indicated in Appendix A, incorporated by reference, and hereby made a part of this Agreement. The Project equipment, serial or identification numbers will be incorporated into this Agreement, as part of Appendix A, after the execution of this Agreement. The **SECRETARY** will issue a check made payable to the **PROVIDER** and the vendor. The **PROVIDER** shall be responsible for full payment of the total cost of the Project equipment as stipulated here and in Appendix A. The **PROVIDER** shall be responsible for the local match.

6. **Agreement Time.** This Agreement is effective from the date of execution of this Agreement until the useful life of the Project equipment, as determined by the **SECRETARY**, is expired and the **SECRETARY** has released the lien on the Project equipment, unless this Agreement is terminated sooner in accordance with Section 15, titled Disposal of Project Equipment, and/or Section 22, titled Termination of Agreement, of this Agreement.

7. **Dun & Bradstreet.** The **CTD** and the **PROVIDER** will each obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

8. **System for Award Management.** The **CTD** and **PROVIDER** will maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

9. **Purchase of Project Equipment.** The purchase of all Project equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the **PROVIDER** in accordance with the procedures established by KDOT’s Bureau of Fiscal Services. The **PROVIDER** shall hold title to all equipment purchased pursuant to this Agreement and secured pursuant to Section 11, titled Use of Project Equipment, of this Agreement.

10. No Obligation by the Federal Government. Notwithstanding that the Federal Government may have concurred in or approved any Project Application or any third party agreement at any tier, including this Agreement, related to this Project, the Federal Government has no obligations or liabilities to any: (a) third party participant, or (b) any other person or entity that is party to the Master Agreement.

The **CTD** and **PROVIDER** agree to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

11. Use of Project Equipment. The **CTD** and **PROVIDER** agree the Project equipment shall be used for the provision of providing public transportation to the general public **to** and **from** activities within the area described in the **PROVIDER's** Project Application. The **PROVIDER** shall maintain, in an amount and form satisfactory to the **SECRETARY**, such insurance or self-insurance as will be adequate to protect Project equipment through the period of required use. The **CTD** and **PROVIDER** shall keep satisfactory records with regard to use of the Project equipment and submit to the **SECRETARY** upon request such information as is required to ensure compliance with this Section. If, at any time, any Project equipment is used in a manner not approved by the **SECRETARY** or withdrawn from transportation service whether by planned withdrawal or casualty loss, the **PROVIDER** or the **CTD** shall immediately notify the **SECRETARY**. Refer to Section 15, Disposal of Project Equipment, for procedures regarding project equipment disposition.

12. Maintenance Inspection. The **CTD** and **PROVIDER** shall permit the **SECRETARY's** authorized representatives, FTA, U.S. DOT, and Office of the Inspector General to inspect all the equipment, the books, records, and accounts of the **PROVIDER** pertaining to the Project. The **PROVIDER** agrees the required financial and compliance audit as required by the **SECRETARY** will be completed within the prescribed audit reporting cycle. The **CTD** and **PROVIDER** shall maintain at its expense all Project equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The **CTD** and **PROVIDER** shall submit to an annual inspection of the Project equipment by the **SECRETARY**.

13. Audit. All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with FAST and 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

(a) **Audit.** It is the policy of the **SECRETARY** to make any final payments to the **CTD** and **PROVIDER** for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The **SECRETARY** may pay any final amount due for the authorized work performed based upon the **CTD's** and **PROVIDER's** most recent Single or Program Specific Audit Report ("Audit Report") available and a desk review of the claim by the Contract Audit Section

of KDOT's Bureau of Fiscal Services. The **CTD** and **PROVIDER**, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the **SECRETARY** will review the Audit Report for items which are declared as not eligible for reimbursement. The **CTD** and **PROVIDER** agree to refund payment made by the **SECRETARY** to the **CTD** and **PROVIDER** for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. If the **CTD** or **PROVIDER** is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FTA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FTA for an audit, the **CTD** and **PROVIDER** will participate and cooperate in the audit and shall make their records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the **CTD** or **PROVIDER** for items considered Non-Participating Costs, the **CTD** or **PROVIDER** shall promptly reimburse the Secretary for such items upon notification by the Secretary.

14. Labeling of Project Equipment. Project equipment shall only be labeled in accordance with program policies required by the **SECRETARY**.

15. Disposal of Project Equipment. The **CTD** and **PROVIDER** agree the **SECRETARY** has reserved the right to dispose of the Project equipment as follows:

(a) Misuse: If, at any time, any Project equipment is used for purposes other than those described in the Project Application or approved by the **SECRETARY**, the **PROVIDER** or the **CTD** shall immediately notify the **SECRETARY**. The **CTD**, with the approval of the **SECRETARY**, then has the option of transferring the Project equipment to another provider. The **CTD** will reimburse the **PROVIDER** its vested interest in the Project at current fair market value. Fair market value shall be deemed either to be the value of the Project Equipment as determined by a competent appraisal solicited by the **SECRETARY** or the **PROVIDER** at the time the Project equipment is transferred to another provider or the net proceeds from public sale. The **SECRETARY** shall determine whether to obtain an appraisal or hold a public sale to determine fair market value.

(b) Casualty Loss: In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the **PROVIDER** shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) Withdrawal: At any time the Project equipment is withdrawn from transportation service by planned withdrawal, the **PROVIDER** shall immediately notify the **SECRETARY** and shall remit to the **SECRETARY** a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the Project equipment as listed in the Appendix A.

(d) Buy Out: The **CTD** can submit a written request to the **SECRETARY** to obtain release of the vehicle lien only upon the **PROVIDER's** withdrawal from the Project or the replacement of Project equipment. The **CTD** understands the **SECRETARY** has the option to approve or disapprove the request to release the lien. If a request is approved, the **PROVIDER** agrees to buy out the federal interest based on a proportional amount of the fair market value as determined

by the **SECRETARY**. The proportional amount to be based on the original funding ratio of the Project equipment as listed in Appendix A.

(e) **Default:** Any material default by the **CTD** or the **PROVIDER** in the Project Application or this Agreement allows the **SECRETARY** the right to transfer the Project equipment to another transportation provider or **CTD**.

16. **Agreement changes.** No changes in this Agreement or the Project will be allowed without prior written approval by the **SECRETARY**.

17. **Indemnification.**

(a) The **CTD** shall indemnify and hold harmless the **SECRETARY**, and his or her officers, agents, employees, and the FTA from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of the vehicle described herein, by the **CTD**, its agents, or subcontractors.

(b) The **PROVIDER** shall indemnify and hold harmless the **CTD** and **SECRETARY**, and his or her officers, agents, employees, and the FTA from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement or the operation of the vehicle described herein, by the **PROVIDER**, its agents, or subcontractors.

(c) The **PROVIDER** agrees to require the contractor to indemnify and save the **SECRETARY**, the **CTD**, and **PROVIDER** harmless from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the **SECRETARY**, the **CTD**, or the **PROVIDER** defend a third party's claim, the contractor shall indemnify the **SECRETARY**, the **CTD** and the **PROVIDER** for damages paid to the third party and all related expenses that the **SECRETARY**, the **CTD**, and the **PROVIDER** incur in defending the claim.

18. **Creation of Security Interest.** For the purpose of securing the performance of all the terms and conditions of this Agreement by the **PROVIDER**, the **PROVIDER** hereby grants to the **SECRETARY**, pursuant to K.S.A. § 84-9-101, et seq., of the Kansas Uniform Commercial Code, a security interest in the Project equipment listed in Appendix A of this Agreement.

19. **Default.**

(a) **Default; Remedies:** If the **PROVIDER** fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Section 21, Termination of Agreement, or if the **PROVIDER** becomes insolvent, ceases doing business as a going concern, conservatorship, or receivership or bankruptcy proceedings are instituted by or against the **PROVIDER**, the **SECRETARY** shall have the option to terminate this Agreement in addition to and without prejudice to any other rights and remedies provided under this Agreement and any laws and regulations.

The **SECRETARY** may, upon default by the **PROVIDER**, repossess any of the Project equipment. Any repossession however, shall not constitute a termination of this Agreement unless the **SECRETARY** notifies the **PROVIDER** of termination in writing. It is the **SECRETARY**'s option to dispose of the Project equipment in accordance with FTA procedures. The **PROVIDER** shall be liable to the **SECRETARY** for all fees, and expenses, including attorney fees, incurred in connection with any repossession of the Project equipment or their disposition as provided herein.

(b) **Non-waiver:** Failure by the **SECRETARY** to require strict compliance with this Agreement by the **PROVIDER** does not constitute a waiver of said Agreement or any provision thereof. No waiver by the **SECRETARY** of any breach or default of the **PROVIDER** shall be deemed a waiver of any breach or default thereafter occurring.

20. Covenant Against Contingent Fees. The **CTD** and **PROVIDER** each warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the **CTD** or **PROVIDER**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **CTD** or **PROVIDER**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **SECRETARY** shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See Special Attachment No. 2, which is incorporated and made a part of this Agreement).

21. Maximum Utilization of Project Equipment. In connection with the performance of the **PROVIDER**, the **CTD** will cooperate with the **SECRETARY** in meeting its commitments and goals with regard to the maximum utilization of Project equipment, insuring said Project equipment is used in a fashion that will not hamper **CTD**'s cooperation and coordination of **PROVIDER**'s services.

22. Termination of Agreement.

(a) **Without Cause:** The **SECRETARY** may for any reason and without cause with 30 days notice terminate this Agreement by written notice from the **SECRETARY** to the **CTD** and **PROVIDER**.

(b) **For Cause:** The **SECRETARY** may terminate this Agreement by written notice to the **CTD** and **PROVIDER** for any of the following reasons:

- (1) The **PROVIDER**, during the Project equipment's useful life, discontinues use of such Project equipment for the purpose of providing transportation services to the general public.
- (2) The **PROVIDER** or the **CTD** takes any action pertaining to this Agreement without the approval of the **SECRETARY** as required by this Agreement.
- (3) The commencement or timely completion of the Project by the **PROVIDER** is, for any reason, rendered improbable, impossible, or illegal.

- (4) A material breach of this Agreement by the **CTD** or the **PROVIDER**.
- (5) The **PROVIDER** or the **CTD** becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Project equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy or service, then this Agreement shall be deemed breached by the **PROVIDER** or the **CTD**, and terminated.

(c) **Termination by Provider:** The **PROVIDER** may only terminate the Project and cancel this Agreement upon written request to the **SECRETARY** and after receiving written approval by the **SECRETARY**.

(d) **Action upon Termination:** Upon termination of this Agreement, the **CTD** and **PROVIDER** agree to dispose of the Project equipment in accordance with policies and procedures in Section 15, Disposal of Project Equipment. The termination of this Agreement shall not relieve the **CTD** and **PROVIDER** of any of their rights and obligations to the **SECRETARY** existing at the time of expiration, or terminate those obligations of the **CTD** and **PROVIDER**, which, by their nature, survive the termination of this Agreement.

23. Records and Reports.

(a) **Establishment and Maintenance of Accounting Records:** The **PROVIDER** shall establish and maintain a separate account for the Project, either independently or within its existing accounting system, to be known as the Project account. The **PROVIDER** agrees to keep detailed and accurate records of all labor, material, supplies, incidentals, and any other necessary costs involved in the Project.

(b) **Retention of Records:** The **CTD** and **PROVIDER** shall be required to maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at their office at all reasonable times during the period of Agreement performance and for five (5) years from the date of the release of the lien on the vehicle by the **SECRETARY**. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the **SECRETARY**, FTA, the U.S. DOT, and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.

(c) **Reports:** The **CTD** shall advise the **SECRETARY** regarding the progress of the Project at such times and in such a manner as the **SECRETARY** may require, including, but not limited to, meetings, interim reports, and responding to an annual Project review which may be in the form of a questionnaire or an on-site visit.

The **CTD** and **PROVIDER** shall submit to the **SECRETARY** such financial statements, data, records, contracts, and other documents related to the **PROVIDER** as may be deemed necessary by the **SECRETARY**. Such records, include, but are not limited to, the keeping of daily trip records.

24. **Compliance with Laws.** The **CTD** and **PROVIDER** agree to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, and Executive Order 11246, as amended.

25. **Responsibility to Employees.** The **CTD** and **PROVIDER** accepts full responsibility for providing worker's compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless the **SECRETARY** from the same.

26. **Equal Employment Opportunity.** In connection with the execution of this Agreement, the **CTD** and **PROVIDER** shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin or disability. The **CTD** and **PROVIDER** shall take affirmative action to insure that applicants are employed, and that employees are treated during this employment, without regard to race, religion, color, age, sex, national origin or disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

27. **Disadvantaged Business Enterprise.**

(a) **DBE Goal:** The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The **SECRETARY** has set a FTA overall DBE participation goal for the current three year period. This overall goal is set triennially and reviewed annually to determine if adjustments are necessary. The purpose is to provide a level playing field for all contractors. The **SECRETARY's** goal for participation will be based on the relative availability of certified DBE firms who are ready, willing and able to perform. The intent is to have a level of DBE participation equal to that which would occur without the effects of past or present discrimination. There is no quota for DBE utilization and the **SECRETARY** will give consideration to documented good faith efforts.

(b) **Non-Discrimination:** The **CTD** and **PROVIDER** shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CTD** and **PROVIDER** shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement. Failure by the **CTD** or **PROVIDER** to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as the **SECRETARY** deems appropriate. Each subcontract the **CTD** or **PROVIDER** signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

(c) **Documentation of Good Faith Efforts to Meet DBE Goal:** The Agreement goal established by the **SECRETARY** is stated above in subsection (a) above. The **CTD** or **PROVIDER**, as the case may be, must document sufficient DBE participation to meet the DBE goal or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53.

(d) **DBE Participation Obtained by CTD and PROVIDER:** Award of this contract is conditioned on the **CTD's** and/or **PROVIDER's** submission of the following: (1) The names and addresses of DBE firms that will participate in this Agreement; (2) A description of the work each DBE will perform; (3) The dollar amount of the participation of each DBE firm participating; (4)

Written documentation of the commitment to use a DBE subcontractor whose participation it submits to meet the DBE goal; (5) Written confirmation from the DBE that it is participating in the Agreement as provided in the prime contractor's commitment; and (6) If the DBE goal is not met, evidence of good faith efforts to do so.

(e) **Prompt Payment:** The **CTD** or **PROVIDER**, as the case may be, is required to pay its subcontractors and first tier suppliers performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the **CTD** or **PROVIDER's** receipt of payment for that work from the **SECRETARY**.

(f) **Notice of Termination:** The **CTD** and **PROVIDER**, as the case may be, must promptly notify the **SECRETARY**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The **CTD** or **PROVIDER** may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **SECRETARY**.

28. Cooperation and Coordination of Transportation Services. The **CTD** agrees to demonstrate acceptable efforts to achieve coordination with other providers in the **CTD** area, including private transit and paratransit operators, social services agencies and transportation users. In connection with the performance of the **PROVIDER**, the **CTD** will cooperate with the **SECRETARY** in meeting the **SECRETARY's** goals and commitments with regard to the Project.

29. Service to General Public. The **CTD** and **PROVIDER** will assure that the transportation service is available to the general public.

30. Elderly and Disabled Needs. The needs of elderly persons and individuals with disabilities have been and will be addressed by the **CTD** and **PROVIDER**, and service comparable to that available to ambulatory persons will be maintained, whether provided by the **PROVIDER** or other recognized provider(s).

31. Provider Matching Share. The **PROVIDER's** designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the **PROVIDER's** required share.

32. Capabilities. The **PROVIDER** possesses and will maintain the requisite fiscal, managerial, and legal capability to carry out the Project.

33. Civil Rights Act of 1964. The **CTD** and **PROVIDER** will comply with all the requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Sta. 252), Regulations of the U.S. DOT issued under 49 C.F.R. Part 21, the assurances by the **PROVIDER** pursuant thereto, and all other applicable Federal civil rights and nondiscrimination directives. (See also "Special Attachment No. 3, Rev. 09.20.17" which is incorporated herein).

34. Section 504 - Rehabilitation Act of 1973. The **CTD** and **PROVIDER** will comply with all requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Regulations of U.S. DOT issued under 49 C.F.R. Part 27, and the assurances by the **PROVIDER** pursuant thereto.

35. Interests of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

36. Prohibited Interest. No member, or officer, of the **CTD** or **PROVIDER**, during his/her tenure or two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The conflict of interest provisions contained in the Master Agreement shall also apply.

37. Successors and Assigns. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the **SECRETARY**, **CTD**, the **PROVIDER**, and their successors and assigns.

38. Labor Protection. The **PROVIDER** shall undertake, carry out, and complete its transportation needs under the terms and conditions determined by the Secretary of the U.S. Department of Labor to be fair and equitable to protect the interests of employees affected by the **PROVIDER** and meeting the requirements of Section 13 (c) of the Federal Transit Administration Act of 1964, as amended [49 U.S.C. § 5333(b)], referenced by the **PROVIDER's** acceptance of Special Section 13(c) Warranty incorporated into and made part of this Agreement under Section 4, titled Contractual Provisions.

(a) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the Project.

(b) All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.

(c) The **PROVIDER** shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the Project.

(d) In the event an employee is terminated or laid off as a result of the Project, that employee shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the **PROVIDER** shall provide or provide for such training or retraining at no cost to the employee.

(e) Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the Project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor.

(f) An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the

Project” as used herein shall include events occurring in anticipation of, during, and subsequent to the Project.

(g) In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the **PROVIDER**, the employees, and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.

(h) The **PROVIDER** agrees that any controversy respecting the Project’s effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

(i) The **PROVIDER** shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.

(j) The **PROVIDER** will post, in a prominent and accessible place, a notice stating the **PROVIDER** is a recipient of federal assistance under the Federal Transit Administration Act and has agreed to comply with the provisions of 49 U.S.C. § 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.

39. Program Fraud and False or Fraudulent Statements or Related Acts. The **CTD** and **PROVIDER** acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. By execution of this Agreement, the **CTD** and **PROVIDER** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the Project for which this contract work is being performed. In addition to other penalties that may be applicable, the **CTD** and **PROVIDER** further acknowledge if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the **CTD** and **PROVIDER** to the extent the Federal Government deems appropriate.

The **CTD** and **PROVIDER** also acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under an agreement connected with a Project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the **CTD** and **PROVIDER**, to the extent the federal government deems appropriate.

The **CTD** and **PROVIDER** agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

40. Federal Changes. The **CTD** and **PROVIDER** shall at all times comply with and be bound by all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the **SECRETARY**

and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The **CTD** and **PROVIDER's** failure to so comply shall constitute a material breach of this Agreement.

41. Incorporation of FTA Terms. The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F (Third Party Contracting Guidance), dated November 1, 2008, as revised on March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **PROVIDER** shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause the **CTD** and **PROVIDER** to be in violation of the FTA terms and conditions.

42. Energy Conservation. The **CTD** and **PROVIDER** agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

43. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—(Lower Tier Covered Transaction). If financial assistance provided under this Agreement exceeds \$25,000, this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. As such, the **CTD** and **PROVIDER** are required to verify that neither it nor its “principals,” [as defined by 2 C.F.R. Parts 180 and 1200] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified or voluntarily excluded from participation in this transaction by any Federal department or agency. If the **CTD** or **PROVIDER** should be unable to certify to the statements in this certification, the **CTD** or **PROVIDER**, as the case may be, shall attach an explanation to this submitted Agreement.

44. Charter Service Operations. The **CTD** and **PROVIDER** agree to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be “incidental,” *i.e.*, it must not interfere with or detract from the provision of mass transportation.

45. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

46. ADA Accessibility. The **CTD** and **PROVIDER** agree to operate their services in compliance with 42 U.S.C. Sections 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)” using facilities and equipment that comply with 49 C.F.R. Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R Part 1192 and 49 C.F.R. Part 38. Private

entities must comply with the requirements of 49 C.F.R. Part 37 applicable to public entities with which they contract to provide public transportation services.

47. Recycled Products. The **CTD** and **PROVIDER** agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

48. Public Transit Employee Protective Arrangements. The **CTD** and **PROVIDER** agree to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto. The **CTD** and **PROVIDER** further agree to include any applicable requirements in each subcontract involving public transit operations financed in whole or in part with Federal assistance provided by FTA.

49. Special Notification Requirements. The **CTD** and **PROVIDER** agree to include provisions in all its requests for proposals, solicitations, grant or cooperative agreement applications, forms, notifications, press releases, and other publications involving FTA assistance, stating that FTA is or will be providing federal assistance for the Project, the amount of federal assistance FTA has provided or expects to provide and the Catalog of Federal Domestic Assistance (CFDA) Number of the program that authorizes the Federal assistance.

50. \$100,000 Threshold. The following clauses apply to all contracts exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA:

(a) **Clean Air:** The **CTD** and **PROVIDER** hereby agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.* The **CTD** and **PROVIDER** agree to report each violation to the Secretary and understand and agree the Secretary will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) **Clean Water:** The **CTD** and **PROVIDER** hereby agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The **CTD** and **PROVIDER** agree to report each violation to the Secretary and understand and agree the **SECRETARY** will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(c) **Lobbying:** The **CTD** and **PROVIDER** certify, to the best of their knowledge and belief:

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

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).]

iii. The **CTD** and **PROVIDER** shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly.

viii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ix. The **CTD** and **PROVIDER** hereby certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CTD** and **PROVIDER** understand and agree that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any. (See Special Attachment No. 4).

(d) **Disputes:** Disputes arising in the performance of this Agreement not resolved by agreement of the Parties will be decided in writing by the authorized representative of the **SECRETARY**. This decision will be final and conclusive unless within ten (10) days from the date of receipt of its copy of the decision from the **SECRETARY**, the **CTD** and **PROVIDER** mail or otherwise furnish a written appeal to the **SECRETARY**. In connection with any such appeal, the **CTD** and **PROVIDER** shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the **SECRETARY** shall be binding upon the **CTD** and **PROVIDER** and the **CTD** and **PROVIDER** shall abide by the decision.

i. *Performance During Dispute.* Unless otherwise directed by the Secretary, the **CTD** and **PROVIDER** shall continue performance under this Agreement while matters in dispute are being resolved.

ii. *Claims for Damages.* Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

iii. *Remedies.* Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the **SECRETARY**, the **CTD**, and **PROVIDER** arising out of or relating to this Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State in which the **SECRETARY** is located.

iv. *Rights and Remedies.* The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the **SECRETARY**, **CTD**, or **PROVIDER** shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(c) **Contract Work Hours and Safety Standards Act (Non-Construction contracts):**

i. *Overtime Requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. *Withholding for unpaid wages and liquidated damages.* The **CTD** and **PROVIDER** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

iv. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(f) **Subcontracts:** The **CTD** and **PROVIDER** agree to include the above requirements in this section in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA, modified only as necessary to identify the affected parties.

51. Buy America: The **CTD** and **PROVIDER** agree to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11.

52. Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures. The **SECRETARY** shall not be responsible for any obligations that the **CTD** and **PROVIDER** have assumed with using the State of Kansas' procurement procedures. Furthermore, the **CTD** and **PROVIDER** acknowledge and agree that their request to the **SECRETARY** to use the State of Kansas' procurement procedures shall not bind the **SECRETARY** to render or provide assistance in any manner associated with this Agreement.

53. Drug and Alcohol. The **CTD** and **PROVIDER** agree to comply with Title 49, C.F.R. Parts 655 and 40 and all amendments to these applicable federal regulations. Further:

(a) When the **PROVIDER** maintains files on drug and alcohol testing enforcement activities for FTA, and those files are organized so the information could be retrieved by a personal identifier, the Privacy Act requirements will apply to this Agreement.

(b) The **PROVIDER** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. The **PROVIDER** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

(c) The **PROVIDER** also agrees to include these requirements in each agreement, to administer any such system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

54. Third Party Agreements. Unless otherwise authorized in writing by the **SECRETARY**, the **CTD** and **PROVIDER** shall not assign to any third party the use of any capital equipment provided for under this Agreement nor shall the **CTD** and the **PROVIDER** execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party

with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the **SECRETARY**.

55. Master Agreement. The Parties to this Agreement agree that the provisions found in the Master Agreement are hereby incorporated into this Agreement and made a part hereof.

56. Contractual Provisions Attachment. The provisions found in Contractual Provisions Attachment (form DA-146a, Rev. 07-19, Special Attachment No. 1), are hereby incorporated into this Agreement and made a part hereof.

57. Certification Regarding Sexual Harassment. The **PROVIDER** agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.

58. Certification of Assignment of Authority. The Parties to this Agreement agree that the Certification of Assignment of Authority, executed by the Parties to this Agreement, is hereby incorporated into this Agreement and made a part hereof.

59. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its requirements or modification.

IN WITNESS WHEREOF: The Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

COORDINATED TRANSIT DISTRICT

BY: _____

TITLE: _____

Attest: _____

PROVIDER

BY: _____

TITLE: _____

Attest: _____

**SECRETARY OF TRANSPORTATION
KANSAS DEPARTMENT OF TRANSPORTATION**

BY: _____

TITLE: Assistant Bureau Chief

Approved as to Form:

Form Approved From 3/25/20 to 3/26/21 By JKP 3.25.20 Legal Dept. KDOT

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CERTIFICATION OF COORDINATING PROVIDER

I hereby certify that I am the Program Manager and duly authorized representative of City of Russell whose address is P.O. Box 112, 133 West 8th Street, Russell KS 67665 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

(Date)

CERTIFICATION OF THE SECRETARY OF TRANSPORTATION

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or the Provider's representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced Provider in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Secretary of Transportation
for the State of Kansas

BY: Cory E. Davis
Assistant Bureau Chief

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

**Certification -- Federal Funds -- Lobbying
Required Contract Provision**

Definitions

- 1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
- 2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
- 3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
- 4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
- 5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

Printed Agency Name

By: _____

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

- 1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name (Type or Print)

By: Signature

Printed Name

Title

Date

APPENDIX "A"

The final budget for this project is estimated to be \$68,496.00, which is reimbursable by the Secretary with federal and/or state funds at 100%. The project equipment being purchased through this capital grant program is itemized as follows:

14 Passenger Metal

FOR OPTIONAL EQUIPMENT SELECTED - SEE PURCHASE ORDER
SIGNED AND ISSUED BY THE PROVIDER AND INCORPORATED
INTO THIS AGREEMENT BY REFERENCE.

VEHICLE IDENTIFICATION NUMBER _____



City Council Agenda Form

Meeting Date: August 4, 2020
Agenda Item Title: (AWIA) America's Water Infrastructure Act
Department: Water

Agenda Item Description: Risk and Resilience Plan and Emergency Response Plan for Water Treatment System

Background: Passed by Congress in 2018, America's Water Infrastructure Act (AWIA) requires water treatment facilities serving more than 3,300 people to develop a Risk and Resilience Assessment (RRA) plan that considers the risks to our water system from malevolent acts and natural hazards. The law also requires to update our Emergency Response Plan (ERP). The RRA is due to the EPA no later than June 30, 2021. The ERP update is due December 31, 2021. Staff solicited proposals from Burns and McDonald, Bartlett and West and Municipal H2O. The scope of RRA is to complete the assessments of the system and send it to EPA for certification. Within six months of certifying the RRA, Municipal H2O will assist staff in the revision of our ERP. Staff has included the cost within the Water Improvement Fund. The proposal amount from Bartlett and West is \$38,203. The proposal amount from Municipal H2O is \$24,500.

City Attorney Review/ Comment: 7/27/2020 In the process

Funding Source: Water Improvement Fund

Options: Action not requested at this time. For review and discussion purposes only. Council will be asked to approve the Project Services Agreement with Municipal H2O at the August 18, 2020 meeting.

Staff Recommendation: Action not requested at this time. For review and discussion purposes only. Council will be asked to approve the Project Services Agreement with Municipal H2O at the August 18, 2020 meeting.

Attachment(s): Project Services Agreement



650 South Shackelford Road, Suite 325

Little Rock, Arkansas 72211

www.MunicipalH2O.com

Phone: 800-897-9425 FAX: 501-537-7778

June 16, 2020

Rich Krause
Public Works Director
City of Russell
P.O. Box 112
Russell, KS 67665

Re: America's Water Infrastructure Act Compliance Service – MunicipalH2O Proposal

Dear Rich,

Thank you for your interest in MunicipalH2O's America's Water Infrastructure Act (AWIA) Compliance Service and for allowing us an opportunity to submit this proposal for your consideration.

America's Water Infrastructure Act (AWIA) - Background

Passed by Congress in 2018, America's Water Infrastructure Act (AWIA) requires water treatment facilities serving more than 3,300 people to develop a Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed based on the results of the Risk and Resilience Assessment.

According to EPA's Safe Drinking Water Information System (SDWIS), the City of Russell water system serves a population of 4,463 which requires the Risk and Resilience Assessment to be completed and certified before June 30, 2021. AWIA regulations require the Emergency Response Plan to be completed within six months after submission and certification of the Risk and Resilience Assessment.

AWIA Compliance Service – The MunicipalH2O AWIA Compliance Service consists of the following processes and activities:

Complete Risk and Resilience Assessment

To assist the City of Russell in meeting the requirements of AWIA, MunicipalH2O will perform the following activities and services to develop a documented Risk and Resilience Assessment:

1. Identify assets of the Russell water system that could be impacted by malevolent acts and/or natural hazards.
 - AWIA-identified assets categories will include:
 - Physical barriers
 - Source water
 - Pipes and constructed conveyances, water collection and intake

- Pretreatment and treatment
 - Storage and distribution facilities
 - Electronic, computer or other automated systems
 - Capital and operation needs for risk and resilience management of the system
 - Malevolent Acts asset categories will include:
 - Monitoring practices
 - Financial infrastructure
 - Use, storage, or handling of chemicals
 - Operation and maintenance of the system
2. Using tools provided by EPA, assess the risk and resilience of critical assets of the Russell water system in terms of the following:
 - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
 - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
 - Consequence - effect of an event, incident, or occurrence
 3. Identify the highest risks to mission-critical operations for the Russell water system
 - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
 4. Assist the City of Russell in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment

Development of an Emergency Response Plan (ERP)

Provide assistance in updating/developing an Emergency Response Plan for the Russell water system based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the Russell water system to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
 - Details and Overview of the Russell water system
 - Utility Overview
 - Personnel Information
 - Primary Utility Components
 - Industry Chemical Handling and Storage Facilities
 - Safety Response Resources
 - Key Local Services
 - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the Russell water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
 - Water Utility Personnel Roles and Responsibilities
 - External Response Partner Roles to assist in coordination efforts
 - Basic Communication Strategies and Responsibilities
 - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
 - Access
 - Physical Security
 - Cybersecurity
 - Power Loss
 - Alternate Drinking Water Supplies

- Sampling and Analysis
 - Contact Lists
 - Utility Family and Personal Well Being
 - Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
 - Alternative Source Water Options
 - Interconnected Utilities
 - Specific Mitigation Actions based on threat
 - Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
3. Assist the City of Russell in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan

Pricing and Payment Schedule

The One-Time Project Fee for completion of the AWIA Compliance Service for the City of Russell would be \$24,500 with payment due as follows:

\$4,900	20% Due Upon Signing of the Agreement
\$9,800	40% Due Upon Completion of the Risk and Resilience Plan
\$9,800	40% Due Upon Completion of the Emergency Response Plan
\$24,500	One-Time Project Total

Price quoted is good for a minimum of 90 days.

We will work closely with City of Russell personnel to ensure the Risk and Resilience Assessment is certified to EPA prior to the June 30, 2021 deadline and that the Emergency Response Plan is completed and certified within six months after certification of the Risk and Resilience Assessment.

Please call or email with any immediate questions. Thank you for considering MunicipalH2O.

Sincerely,
Steve

Steve Glenn
 VP Business Operations
 MunicipalH2O

PROJECT SERVICES AGREEMENT

This AGREEMENT is entered into by the City of Russell, located in Russell, Kansas, here-in-after called "CITY" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH2O); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY MHC. In accordance with the terms of this AGREEMENT, CITY agrees to contract with MHC to perform Project services ("Services") related to CITY compliance with America's Water Infrastructure Act requirements as specified in Exhibit A. MHC shall provide services to CITY as an independent contractor, not as an employee of CITY. All services required hereunder will be performed by MHC or under its supervision.

2. COMPENSATION. CITY agrees to pay MHC a total One-Time Project Fee of **\$24,500** with payments scheduled as follows:

- 20% upon Signing of AGREEMENT
- 40% upon Completion of the Risk and Resilience Assessment Plan
- 40% upon Completion of the Emergency Response Plan

Payments are due within thirty (30) days of CITY's receipt of invoice. If services beyond the project services described in Exhibit A are required by CITY, the time and cost required to perform such services shall be agreed upon by CITY and MHC prior to the initiation of such work. The parties agree that the project services specified in Exhibit A can normally be performed by telephone and through online services and tools provided by MHC. If any of the project services require a site visit and if CITY approves the site visit in advance, CITY agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work. All fees shall be deemed fully earned and non-refundable upon delivery to CITY of the Report described in Exhibit A.

3. COOPERATION. CITY agrees to provide such cooperation and support as reasonably necessary, as specified in Exhibit B, to allow MHC to timely and efficiently complete the required services.

4. CONFIDENTIALITY. Each party to this AGREEMENT agree that neither it nor its employees, agents and assigns shall disclose any information pertaining to the business affairs, finances,

methods of operation, computer programs or any personal information of the other party, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

5. WARRANTY, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY. MHC warrants that it will use commercially reasonable efforts to provide the Services. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY MHC AND IS EXPRESSLY MADE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PARAGRAPH. MHC DOES NOT MAKE, AND CITY HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY WAIVES ANY CLAIM FOR NEGLIGENCE IN THE PERFORMANCE OR DELIVERY OF THE SERVICES. EXCEPT FOR LIABILITY ARISING UNDER PARAGRAPH 4, IN NO EVENT SHALL (I) MHC BE LIABLE FOR LOST PROFITS OR REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (II) SHALL MHC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY CITY TO MHC PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING IMPOSITION OF SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER MHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

5. NOTICES. Any notices required pursuant to this AGREEMENT shall be mailed by first class or certified mail to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O
Attention: MHC Business Operations
650 South Shackleford Rd, Suite 325
Little Rock, AR 72211

City of Russell (CITY):

City of Russell
Attention: Public Works Director
P.O. Box 112
Russell, KS 67665

6. MISCELLANEOUS. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CITY and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts, each of which as well as a copy thereof shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

City of Russell (CITY):

Print Name

Date

Signature

Title

AssureCo Risk Management and Regulatory Compliance LLC (MHC)

Print Name

Date

Signature

Title

EXHIBIT A
Scope of Services

In accordance with the terms of the AGREEMENT, MHC will provide the following project services:

Complete Risk and Resilience Assessment

1. Identify assets of the CITY Water System that could be impacted by malevolent acts and/or natural hazards.
 - AWIA-identified assets categories will include:
 - Physical barriers
 - Source water
 - Pipes and constructed conveyances, water collection and intake
 - Pretreatment and treatment
 - Storage and distribution facilities
 - Electronic, computer or other automated systems
 - Capital and operation needs for risk and resilience management of the system
 - Malevolent Acts asset categories will include:
 - Monitoring practices
 - Financial infrastructure
 - Use, storage, or handling of chemicals
 - Operation and maintenance of the system
2. Using tools provided by EPA, assess the risk and resilience of critical assets of the CITY Water System in terms of the following:
 - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
 - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
 - Consequence - effect of an event, incident, or occurrence
3. Identify the highest risks to mission-critical operations for the CITY
 - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
4. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment Plan

Development of an Emergency Response Plan (ERP)

Provide assistance in updating/developing an Emergency Response Plan for the CITY Water System based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the CITY to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
 - Details and Overview of the CITY Water System
 - Utility Overview
 - Personnel Information
 - Primary Utility Components
 - Industry Chemical Handling and Storage Facilities

- Safety Response Resources
 - Key Local Services
 - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the CITY Water System in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
 - Water Utility Personnel Roles and Responsibilities
 - External Response Partner Roles to assist in coordination efforts
 - Basic Communication Strategies and Responsibilities
 - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
 - Access
 - Physical Security
 - Cybersecurity
 - Power Loss
 - Emergency Alternate Drinking Water Supplies
 - Sampling and Analysis
 - Contact Lists
 - Utility Family and Personal Well Being
 - Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
 - Alternative Source Water Options
 - Interconnected Utilities
 - Specific Mitigation Actions based on threat
 - Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
3. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan that incorporates the findings of the Risk and Resiliency Assessment

Report

Upon completion of the work described above, MHC will deliver to CITY one or more reports (the “Report”) setting forth its findings and/or recommendations.

EXHIBIT B
CITY RESPONSIBILITIES

In accordance with the terms of Section 3 of the AGREEMENT, CITY understands and agrees to consistently and promptly perform the following requirements:

1. Provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required project services.
2. Designate a primary contact that will be responsible for ensuring information requested by MHC is provided in a timely and accurate manner.
3. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all assets identified as part of the Risk and Resilience Assessment.
4. Identify and coordinate meetings between MHC and CITY personnel that are most familiar with each identified asset that will allow MHC to obtain accurate information needed to compile the Risk and Resilience Assessment Report and Emergency Response Plan.
5. Promptly reply to any MHC voice mail or email related to a request for information related to the "AWIA Project."
6. MHC is not obligated to continue the work and may stop work if requests for information required to complete the project are not provided on a timely basis.

Statement of Qualifications



650 S. Shackleford Road, Suite 325
Little Rock, AR 72211

Introduction

This Statement of Qualifications provides information about MunicipalH2O and our experience and capabilities in providing professional services related to EPA Risk Management Program (RMP) development and compliance, America's Water Infrastructure Act (AWIA) compliance and other professional services for municipal and privately-owned water and wastewater treatment facilities.

MunicipalH2O provides EPA Risk Management Program (RMP) compliance services and America's Water and Infrastructure Act (AWIA) compliance services for water and wastewater facilities throughout the U. S. We provide a complete solution for all EPA/State Risk Management Program requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training. We are responsible for the development of RMP documents and continued RMP compliance for more than 400 water and wastewater facilities in thirty-six states and have completed more RMP registrations with EPA than anyone in the country. We also provide assistance to water operations in meeting the Risk and Resilience Assessment and Emergency Response Plan requirements of AWIA regulations. Since our beginning more than fifteen years ago, we have focused our expertise on water and wastewater systems and have become established as the leader in the field of regulatory compliance for water and wastewater operations.

All of our RMP Compliance Services Program clients receive:

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service.
 - Access to numerous safety videos and chemical specific guidance documents related to safe handling of RMP chemicals for use in training.
 - Online tools and 90-day advance notification emails to remind them of required RMP activity deadlines and assistance in completing work prior to the deadline.
 - Monthly Compliance Alert emails to keep them up-to-date on RMP compliance information and issues to help maintain their RMP program and ensure compliance with EPA regulations.
 - A comprehensive review of all RMP documents for the facility prior to an EPA inspection to ensure RMP program elements are in order and up-to-date and guidance on how to be better prepared on the day of the inspection.
 - An annual Compliance Review for each facility in the Program.
 - No charge for updates to RMP documents and EPA registration changes if there are any process changes at the facility or any RMP regulation changes requiring RMP document updates.
 - Ensured continuity of RMP compliance in the event of loss of key RMP personnel due to retirement or job change. MunicipalH2O works with new personnel to make certain they understand RMP rules and are aware of local RMP activities required to remain in continuous compliance.
 - All RMP compliance documents for each facility are maintained in MunicipalH2O's online data system making them easy to retrieve from any internet connection.
 - RMP documents are stored in an off-site data storage facility and are backed-up several times a day for disaster recovery purposes.
 - Year-round availability of professional RMP consulting services.
-

Background

MunicipalH2O specializes in providing regulatory compliance services and other consulting services to water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

Summary of Services

MunicipalH2O offers specialized Risk Management Plan (RMP) compliance and consulting services to municipal and privately-owned water and wastewater operations in the following broad service areas:

- Risk Management Plan (RMP) Development and Compliance
- Risk and Resilience Assessments and Emergency Response Plans
- RMP Compliance Consulting
- RMP Compliance Training

Risk Management Program Development and Compliance

On June 21, 1999, the Risk Management Program Rule became effective and owners and operators of facilities that use certain listed hazardous substances were required to prepare a Risk Management Program and submit a Risk Management Plan to the EPA. The Risk Management Program Rule also requires these facilities to continuously maintain and update specific elements of the program according to a prescribed schedule. Following is a brief summary of these requirements:

Requirement Description	Required Completion Date
Original RMP Submittal	No later than June 21, 1999
RMP Registration Update	Every Five Years
Hazard Review/Process Hazard Analysis	Every Five Years
Hazard Assessment	Every Five Years
RMP Compliance Audit	Every Three Years
Operating Procedures Training	Every Three Years
Operating Procedures Certification (RMP Program Level 3 Facilities)	Every Year
Hoist Certification	Every Year
Emergency Response Coordination Activities	Every Year

The MunicipalH2O staff has extensive experience in preparing, auditing and updating Risk Management Programs and Plans. Our objective is to provide a product to our clients that is compliant with regulatory requirements, is easily understood, cost effective and provides tools that assist the client in maintaining their program to ensure continuous compliance.

Because EPA Risk Management Plan (RMP) requirements are ongoing and involve a variety of components and deadlines, MunicipalH2O has leveraged its practical field experience to automate many elements of the compliance process.

Risk Management Program Development and Compliance

Relevant Company and Staff Experience

Project Description	Partial List of Clients
<p>EPA Risk Management Program (RMP) Compliance Services and RMP Plan Preparation</p>	<ul style="list-style-type: none"> • Dallas Water Utilities, Dallas, TX • Arlington Water Utilities, Arlington, TX • City of Grapevine, Grapevine, TX • Brownsville Public Utilities Board, Brownsville, TX • Agua Special Utility District, Mission, TX • Brazos River Authority, Waco, TX • Guadalupe Blanco River Authority, Port Lavaca, TX • San Jacinto River Authority, The Woodlands, TX • Knoxville Utilities Board, Knoxville, TN • West Wilson Utility District, Mt, Juliet, TN • Evansville Water & Sewer Utility, Evansville, IN • City of South Bend, South Bend, IN • Vincennes Water Utilities, Vincennes, IN • City of Cumberland, Cumberland, MD • City of Battle Creek, Battle Creek, MI • City of Jackson, Jackson, MI • City of Hickory, Hickory, NC • City of Wilson, Wilson, NC • Greenville Water, Greenville, SC • City of Walterboro, Walterboro, SC • City of Emporia, Emporia, KS • City of Liberal, Liberal, KS • City of Monmouth, Monmouth, OR • City of Gallup, Gallup, NM • C-N-W Regional Wastewater Authority, Coeburn, VA • Frederick Water, Stephens City, VA • Henry County Public Service Authority, Martinsville, VA • City of Cedar City, Cedar City, UT • City of Flagstaff, Flagstaff, AZ • City of Elizabethtown, KY • Corbin Utilities Commission, Corbin, KY • Berea Municipal Utilities, Berea, KY • Brunswick-Glynn County Joint Water & Sewer Commission, Brunswick, GA • Macon Water Authority, Macon, GA • Columbus Water Works, Columbus, GA • Jefferson County Commission, Birmingham, AL • Birmingham Water Works Board, Birmingham, AL • Montgomery Water Works, Montgomery, AL • Edmond Water Utilities, Edmond, OK • Tahlequah Public Works, Tahlequah, OK • City of Muskogee, Muskogee, OK • City of Gillette, Gillette, WY

- Canon City Water, Canon City, CO
- Denver Water, Denver, CO
- City of Elgin, IL
- City of Decatur, IL
- Municipal Authority of Westmoreland County, PA
- North Fayette County Municipal Authority, Dunbar, PA
- Morrisville Municipal Authority, Morrisville, PA
- Bluefield Sanitary Board, Bluefield, WV
- City of Mankato, Mankato, MN
- City of Eagan, MN
- City of Inver Grove Heights, MN
- Mahoning Valley Sanitary District, OH
- Village of Byesville, Byesville, OH
- City of Toledo, Toledo, OH
- City of Deerfield Beach, Deerfield Beach, FL
- Florida Keys Aqueduct Authority, Key West, FL
- City of Fort Lauderdale, Fort Lauderdale, FL
- City of Orlando, Orlando, FL
- Broward County Water and Wastewater, Pompano Beach, FL
- Fort Smith Water Utilities, Fort Smith, AR
- Little Rock Wastewater, Little Rock, AR
- City Corporation, Russellville, AR
- Baton Rouge Water Company, Baton Rouge, LA
- City of Bossier City, Bossier City, LA
- City of Monett, Monett, MO
- City of Independence, Independence, MO

America's Water Infrastructure Act (AWIA)

As a result of the events of September 11, 2001, Congress passed into law the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL 107-188). This law required public and private water utilities serving a population of 3,300 and greater to evaluate the security of their facilities against malevolent acts by completing a Vulnerability Assessment.

The next phase of water infrastructure security began in October 2018 when the U.S. Congress passed the America's Water Infrastructure Act (AWIA) which requires each community water system serving more than 3,300 people to develop Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed, or the existing ERP for the water system be updated, based on the results of the completed Risk and Resilience Assessment.

Each community water system must submit a certification to EPA that the system conducted the Risk and Resilience Assessment and completed an Emergency Response Plan based on the results of the assessment. The deadlines for submitting the Risk and Resilience Assessment for certification are based on the population serviced by the water system and are as follows:

- March 31, 2020 if serving \geq 100,000 people
- December 31, 2020 if serving 50,000 to 99,999 people
- June 30, 2021 if serving 3,301 to 49,999 people

An Emergency Response Plan addressing the findings of the completed Risk and Resilience Assessment must be completed within six months after submission and certification of the Risk and Resilience Assessment.

After passage of the Bioterrorism Act in 2002, MunicipalH2O completed Vulnerability Assessments for water utilities using VSAT software and other guidance tools available for completing Vulnerability Assessments. With passage America's Water Infrastructure Act (AWIA) several MunicipalH2O staff members have completed the American Water Works Association Risk and Resilience Certification Program. We utilize the AWIA guidance documents and tools provided by EPA as well as supporting documentation provided by the AWWA as the basis of our approach for completing Risk and Resilience Assessments for water utilities. The result of our process and project approach allows us to complete a Risk and Resilience Assessment and Emergency Response Plan that meets all requirements of AWIA regulations in a cost-effective manner.

Relevant Company and Staff Experience

Projects	Name and Location of Facility
AWIA -Risk and Resilience Assessments AWIA -Emergency Response Plans	<ul style="list-style-type: none">• City of Ennis, TX• City of Sherman, TX• City of Lufkin, TX• City of El Campo, TX• City of Paris, TX• City of Brenham, TX• City of Waxahachie, TX• City of Navasota, TX• West Wilson Utility District, Mt. Juliet, TN• City of Bogalusa, LA• City of Bossier City, LA• City of Gardner, KS

	<ul style="list-style-type: none"> • Henry County Public Services Authority, Martinsville, VA • Corbin Utilities Commission, Corbin, KY • London Utilities Commission, London, KY • City of El Dorado, AR
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<p>Emergency Response Plan Development</p> <p>Emergency Response Plan Review</p> <p>Vulnerability Assessments</p> <p>Emergency Response Coordination</p>	<ul style="list-style-type: none"> • Beaver Water District, Lowell AR • Central Arkansas Water, Little Rock, AR • Benton Water Utilities, Benton, AR • Searcy Water Utilities, Searcy, AR • Magnolia Wastewater Utilities, Magnolia, AR • City of Aurora, Aurora, CO
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Compliance Consulting

With the growing demand for clean water and environmentally friendly operation, many water and wastewater operators have a difficult time keeping up with constantly changing regulation and compliance requirements. In many states, regulatory agencies are stepping up their regulatory compliance oversight to protect the public and ensure the safety and soundness of water and wastewater systems. This increased regulatory oversight also increases the likelihood of an audit and the possibility of fines should the audit reveal areas of non-compliance.

With years of experience providing regulatory compliance services to water and wastewater professionals across the U.S., MunicipalH2O's Compliance Consulting Services help our clients more effectively meet growing regulatory requirements that otherwise often divert resources and attention from what should be their key focus: providing clean water for their customers.

We work closely with each client to identify the compliance issues specific to their water and/or wastewater facility and design turn-key, cost-effective solutions to remediate existing issues and ensure continuous compliance. MunicipalH2O provides regulatory compliance consulting in the areas of:

- Risk Management Program (RMP) Compliance
- RMP Compliance Audits
- General Duty Clause Compliance
- Hazard Assessments
- Process Hazard Analysis
- Prevention Programs
- Risk and Resilience Assessments
- Emergency Response Plans
- Facility Safety
- Security Policies and Procedures
- Vulnerability Assessments
- Incident Investigation
- Delisting of RMP Facilities

Relevant Company and Staff Experience

Project Description	Name and Location of Facility
Risk Management Program Compliance Audits and Update of RMP Documents	<ul style="list-style-type: none"> • DeKalb County Department of Watershed Management, GA • City of Moore Haven, Moore Haven, FL • City of Dubois, DuBois, PA • New Braunfels Utilities, New Braunfels, TX • City of Baltimore, MD • City of Camden, SC • Water District No. 1 of Johnson County, Lenexa, KS • City of Mankato, Mankato, MN • Jefferson County Commission, Birmingham, AL • City of Lynnwood, Lynnwood, WA • City of Cortland, NY • City of North Bend, OR • City of Midlothian, Midlothian, TX • Coastal Water Authority, Houston, TX • City of Tallahassee, FL, Tallahassee, FL • Beaver Water District, Lowell AR • Jonesboro City Water Light, Jonesboro, AR
Hazard Reviews	<ul style="list-style-type: none"> • City of Kerrville, Kerrville, TX • City of Marshall, Marshall, TX • City of Apple Valley, MN

<p>RMP Five-Year Registration Updates</p>	<ul style="list-style-type: none"> • City of Paris, Paris, KY • City of Muncie, IN • City of Brownwood, TX • City of Wichita, KS • Municipal Utilities District, Nebraska City, NE • City of Groves, Groves, TX • Greenville Water Commission, Greenville, TN • West Wilson Utility District, Mt, Juliet, TN • City of Vidalia, Vidalia, LA • South Adams County Water & Sanitation, Commerce City, CO • City of Lebanon, Lebanon, TN • Marshall Utilities, Marshall, TX • West Travis County Public Utility Agency, Bee Cave, TX • City of Independence, Independence, KS
<p>RMP Compliance Audits</p>	<ul style="list-style-type: none"> • City of Gardner, KS • Genesee County Division of Water and Waste Services, MI • City of Evanston, IL • City of Midland, MI • City of Marshall, TX • Coastal Water Authority, Pasadena, TX • Eastside Utility District, Chattanooga, TN • City of Cortland, NY • Williamsport Municipal Water Authority/Williamsport Sanitary Authority, Williamsport, PA • City of Duluth, MN • Beaver Water District, Lowell, AR • Denver Water, Denver, CO • South Adams County WSD, Commerce City, CO
<p>RMP Compliance Training</p>	<ul style="list-style-type: none"> • Department of Environmental Protection, New York City, NY • Severn Trent • City of Amarillo, TX • North Texas Municipal Water District, Wylie, TX • Fort Lauderdale, FL
<p>General Duty Clause Compliance</p>	<ul style="list-style-type: none"> • North Little Rock Waste Water, North Little Rock, AR • Baton Rouge Water Company, Baton Rouge, LA • Dade County Water & Sewer Authority, Trenton, GA
<p>Delisting of RMP Facilities</p>	<ul style="list-style-type: none"> • Morristown Utility Commission, Morristown, TN • Benton Water Utilities, Benton, AR • Zapata County Waterworks, Zapata, TX

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