CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	February 10, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-14	
AGENDA TITLE	**Subsurface Investigation and Geotechnical Report Services**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Mike Shook, Deputy Director of Electric Utilities	
FISCAL INFORMATION	Cost as recommended:	$29,650 (Not To Exceed)
	Budget Line Item:	800-5-030-862
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Execute an agreement for Geotechnical Services for proposed New Generation Site.	
BACKGROUND	The Electric Utility issued a public Request for Proposal to provide a subsurface investigation and laboratory testing, including prepare a Subsurface and Geotechnical Report for the proposed generation site.	
SPECIAL NOTES	N/A	

ANALYSIS	The City received a total of 7 responses to provide the services as listed: • Olsson & Assoc. $44,707.50 • PEC $41,900.00 • PSI $39,906.00 • Geotechnology $39,000.00 • Kleinfelder $34,239.00 • GSI $29,650.00 Proposals were evaluated based upon responsiveness, experience, and cost by Burns & McDonnell project staff, and Utility staff.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends that the Mayor be authorized to enter into an agreement with GSI Engineering, LLC for Subsurface Investigation and Geotechnical Reporting Services for the Electric Utility at a cost not to exceed $29,650.00.
REFERENCE DOCUMENTS ATTACHED	Request for Proposals, including Addendums RFP Ranking/Evaluation GSI Engineering Proposal

RESOLUTION NO. R-15-14

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH GSI ENGINEERING, LLC IN an AMOUNT NOT TO EXCEED $29,650.00 FOR SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORTING SERVICES FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an agreement with GSI Engineering, LLC in an amount not to exceed $29,650.00 for Subsurface Investigation and Geotechnical Reporting services for the City of Coffeyville Electric Utility.

ADOPTED THIS 10th DAY OF February, 2015.

_____
James Falkner, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

PROFEFFESIONAL SERVICES AGREEMENT – SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

This AGREEMENT is made as of February 10, 2015, by and between Coffeyville Municipal Light & Power (hereinafter called OWNER) and (hereinafter called CONSULTANT).

SECTION 1 - RELATIONSHIP OF PARTIES

1.1 The CONSULTANT is an independent contractor responsible for the methods and means used in performing its Services under this AGREEMENT and is neither an employee nor agent of the OWNER.

1.2 CONSULTANT represents that it is duly qualified, registered, and licensed to do business and to provide the professional services required under this AGREEMENT in the State in which the Project is located.

1.3 CONSULTANT shall comply with all local, state, and federal laws, rules, and regulations applicable to the Project and to CONSULTANT's Services.

1.4 CONSULTANT authorized representative and key personnel assigned to the Project shall not be changed without written notice to, and consent of, OWNER, which consent shall not unreasonably be withheld. Replacements shall be submitted for approval within five (5) calendar days of notification of replacement.

1.5 OWNER may request and CONSULTANT agrees to the removal from the Project of any CONSULTANT's personnel who consistently, in the sole opinion of OWNER, exhibit an unsafe or unprofessional behavior or attitude, or who in OWNER's sole opinion performs in a deficient way.

SECTION 2 - SCOPE OF SERVICES

2.1 Except as set forth herein, the CONSULTANT shall not provide any services for OWNER under this Agreement for any other part of the Project.

2.2 The CONSULTANT shall perform its Services in character, sequence, and timing so that it will be coordinated with that of the OWNER and in accordance with any schedules provided by the OWNER.

2.3 The CONSULTANT shall furnish all labor, equipment, tools, and supplies and do all Services necessary to complete the Services required.

2.4 The Services to be provided by the CONSULTANT shall be consistent with the requirements of the Technical Guidelines as stated in the attached **EXHIBIT 1**.

2.5 CONSULTANT shall not perform any extra work or Additional Services, nor incur any additional reimbursable expenses beyond that which is authorized in this AGREEMENT without the prior written approval of the OWNER. Any such extra work, Additional Services or expenses incurred by CONSULTANT without OWNER's written approval shall not be chargeable to the OWNER and are not reimbursable to the CONSULTANT.

2.6 CONSULTANT will provide its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of CONSULTANT's profession providing the same or similar services in the same geographic location at the time Services are provided.

2.7 Others will survey and stake the location of the proposed Project in the field. The CONSULTANT shall field locate the borings in plan and elevation from stakes provided. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER

for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

The CONSULTANT shall locate the borings in plan from the coordinates provided. The use of GPS equipment is permissible, provided that the location accuracy is within two feet. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

SECTION 3 – COMPENSATION

3.1 For providing the Services set forth herein, the OWNER will pay the CONSULTANT in the amounts set forth in the attached **EXHIBIT 2**, Schedule of Fees (CONSULTANT Proposal dated , 20). Total compensation to CONSULTANT shall not exceed Dollars ($) without prior written approval of OWNER.

3.2 Payment to CONSULTANT shall be made within 30 days after OWNER receives a timely, properly completed, undisputed request for payment according to terms of the contract, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within 45 days after OWNER receives such payment request. OWNER may withhold, as retainage, ten percent (10%) of the amount of each request for payment.

3.3 Lien waivers, properly executed by CONSULTANT, shall be furnished with each invoice from CONSULTANT in the form of the lien waiver required by OWNER. The lien waivers to be signed are attached hereto and incorporated by reference herein in **EXHIBIT 3**.

3.4 OWNER may withhold payment to CONSULTANT, in whole or in part, to the extent reasonably necessary to protect OWNER from loss on account of: a) defective Services not remedied; b) claims by third party or evidence reasonably indicating the probable filing of claims; c) failure of CONSULTANT to make payments to any subconsultant; d) any cost for which CONSULTANT is responsible under this AGREEMENT; or e) a breach by CONSULTANT of any provision of this AGREEMENT. Fees otherwise due CONSULTANT may be offset by OWNER to cover claims OWNER has against CONSULTANT under this, or any other, AGREEMENT. When the grounds for withholding payments are removed, payment of such withheld amounts will be made. No interest shall be due or payable by OWNER on amounts withheld in good faith pursuant to this Paragraph.

3.6 Payment to CONSULTANT does not constitute or imply acceptance by OWNER of any portion of the CONSULTANT's Services and shall not constitute a waiver of any claims against CONSULTANT.

3.7 Notwithstanding and pending resolution of any dispute with respect to extra work, Additional Services or expenses, and without waiving any rights, the CONSULTANT shall proceed, upon written notice from OWNER with the performance of any extra work, Additional Services or expenses as directed by OWNER and agreed to by CONSULTANT.

3.8 Compensation for Additional Services or changes shall be negotiated on a lump sum basis, or hourly with a not-to-exceed cap utilizing the rates set forth in the attached **EXHIBIT 2**, Schedule of Fees.

SECTION 4 – TERMINATION AND SUSPENSION

4.1 Termination for Convenience. OWNER may terminate this AGREEMENT for its convenience upon three (3) days' written notice to CONSULTANT. In such event, CONSULTANT shall cease all Services upon receipt of notice, unless otherwise directed by ONWER. OWNER shall have no further liability to CONSULTANT after receipt of such notice except that CONSULTANT shall be compensated

for all Services performed and expenses incurred prior to the effective date of termination in accordance with the provisions of SECTION 3 – COMPENSATION. There shall be no claim by CONSULTANT for any other damages including, but not limited to, lost profits., loss of business or any other lost revenue.

4.2 Termination for Cause. OWNER may terminate this AGREEMENT for Cause upon seven (7) days' written notice in the event of CONSULTANT's failure to perform any of its obligation(s) under this AGREEMENT or otherwise for negligent performance. In the event of a Termination for Cause, CONSULTANT shall be liable to OWNER for the costs incurred in completing the CONSULTANT's Scope of Services required by this AGREEMENT to the extent such costs exceed the remaining COMPENSATION otherwise due under SECTION 3.

4.3 In the event of a Termination for Cause, OWNER shall be entitled to utilize the boring logs, reports, drawings, designs, documents and data prepared or provided by CONSULTANT to date of termination, which shall be provided or prepared by CONSULTANT, including all work in progress, upon request, including any electronic media. Such information may be furnished to another consultant by OWNER for completion of the CONSULTANT's portion of the Project. CONSULTANT shall not be liable for the unauthorized modification or reuse of any successor consultant in the use of CONSULTANT's information.

4.4 If OWNER wrongfully exercises its right to terminate for Cause under this SECTION 4, as determined by a court of proper jurisdiction or by arbitration award, then such termination shall be deemed one for Convenience under Paragraph 4.1.

SECTION 5 - INSURANCE

5.1 The CONSULTANT shall maintain the following minimum insurance to protect against claims arising out of the Services performed under this AGREEMENT.

	Type of Coverage	Limits of Liability
5.1.1	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000 per Accident
5.1.2	Commercial General Liability	
	Bodily Injury (including death)	$1,000,000 per Occurrence
	and Property Damage	$2,000,000 per Project Aggregate Limit
	This policy shall be endorsed to include premises, operations, and contractual liability coverages and shall contain explosion, collapse, and underground hazards coverage.	
5.1.3	Commercial Automobile Liability	
	Bodily Injury (including death)	$1,000,000 Combined
	and Property Damage	Single Limit per Accident
	This policy shall include all vehicles used in connection with the AGREEMENT whether owned, unowned or hired.	

5.2 Insurance certificates for policies providing the insurance specified in paragraphs 5.1.2, 5.1.3, and 5.1.5 above shall include OWNER and Burns & McDonnell Engineering Company, Inc. (hereinafter called the ENGINEER) as additional insureds. Certificates evidencing the coverage above shall be delivered to OWNER prior to performing any Services under this AGREEMENT. The CONSULTANT shall give OWNER no less than thirty (30) days' written notice if any insurer intends to cancel any policy of insurance mentioned in this Section 5.

SECTION 6 - INDEMNITY

6.1 To the fullest extent permitted by law, CONSULTANT shall, indemnify, defend and hold harmless OWNER and ENGINEER and their respective officers, directors, and employees from and against any claims, suits, damages, losses, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees and costs (hereinafter Claim), to the extent that they are based upon claims of negligent acts, errors, or omissions of CONSULTANT. CONSULTANT's defense obligation is limited to its proportionate liability for the related loss.

6.2 Without limiting the foregoing, the CONSULTANT's indemnity obligation shall include any Claim which:

6.2.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

6.2.2 Is caused in whole or in part by any act or omission of CONSULTANT or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

6.3 The CONSULTANT shall reimburse OWNER and/or ENGINEER for all expenses, including reasonable attorney's fees, paid or otherwise incurred to successfully enforce the provisions of this Section if the CONSULTANT or CONSULTANT'S insurer refuses to defend, indemnify, or hold OWNER and ENGINEER harmless as provided.

6.4 In the event any Services provided by CONSULTANT are determined by OWNER or ENGINEER to be deficient or defective, at OWNER or ENGINEER's sole option, CONSULTANT shall promptly correct or remedy any workmanship or re-perform the Services at CONSULTANT's sole cost and expense immediately upon receiving written notice from OWNER or ENGINEER. CONSULTANT agrees to be responsible for any damage caused thereby.

SECTION 7 - SAFETY

7.1 CONSULTANT shall be solely responsible for the safety and protection of its persons and property at the Project Site and shall comply with all applicable federal, state, and local safety laws and regulations.

7.2 CONSULTANT shall take necessary safety precautions with respect to performance of the Services, shall comply with safety measures initiated by OWNER and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property and with the requirements of the OWNER's operations and safety procedures.

7.3 Verbal notification shall immediately be provided to OWNER of any workplace near miss, incident, accident, injury, illness, death, or related hospitalization of CONSULTANT's employees or agents at the Site of the Project, and a written report shall be made to OWNER within twenty-four (24) hours of the occurrence.

7.4 If required by ENGINEER or OWNER, based upon current activities at the site, all CONSULTANT employees shall attend ENGINEER or OWNER project orientation training prior to the employees being allowed to work on the Site. In addition, CONSULTANT shall conduct weekly safety training (e.g., toolbox meeting) with its employees.

7.5 CONSULTANT shall submit the Competent Person Designation Form (if required by applicable law), located in the Project Safety and Health Program to OWNER prior to the start of Services.

7.6 CONSULTANT shall immediately correct any unsafe conditions. In the event CONSULTANT fails to immediately correct such unsafe conditions, OWNER may either (1) have the unsafe conditions

corrected by others at CONSULTANT's expense, or (2) direct that the Services be stopped in the area of the unsafe condition; however, this right to stop the Services shall not give rise to any duty to CONSULTANT or to any third party on the part of OWNER to exercise this right.

7.7 CONSULTANT is required to discipline employees who violate established rules and regulations of the Project.

7.8 CONSULTANT shall comply with any permitting required by OWNER.

7.9 The following are the minimum Personal Protective Equipment (PPE) requirements for all personnel on the Project Site, and shall be enforced by CONSULTANT:

(a) Safety Glasses ANSI Z-87.1;
(b) Safety Toe work boots that satisfy ASTM F2413-05 Standard Requirements for Protective Footwear or ANSI Z41-1999;
(c) Hard Hat;
(d) Shirt with 4-inch minimum sleeves;
(e) Long Pants (no shorts).

7.10 OWNER shall not be liable for any damages experienced by CONSULTANT due to stoppage of CONSULTANT's Services. CONSULTANT shall submit no claim for increased costs or extension of time due to any such stoppage of Services. In the event the Project Site, or any portion of the Services at the Project Site, is stopped or suspended by OWNER, any outside agency, to the extent caused by any act, error, or omission of CONSULTANT or its subconsultants, including, but not limited to, those activities related to safety or health, CONSULTANT shall be responsible for all impact costs and damages suffered by ENGINEER or OWNER due to such delay or disruption.

SECTION 8 – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

8.1 CONSULTANT shall retain the ownership and copyrights in and to its designs, drawings, specifications and instruments of service. However, the CONSULTANT grants to OWNER and ENGINEER an irrevocable license to utilize CONSULTANT's designs, drawings, boring logs, reports, photographs, samples, specifications and other instruments of service for this Project, including the completion of this Project following any termination of this AGREEMENT by either party, for any reason.

8.2 CONSULTANT agrees to indemnify, defend and hold harmless ENGINEER and OWNER, their respective agents, officers, employees, or representatives, from all costs, expenses, or damages arising out of any claim of infringement of patents, copyright, or trade secret with respect to any designs, drawings, specifications, and other instruments of service furnished by CONSULTANT.

8.3 The CONSULTANT shall not reuse any designs, drawings, specifications, and other instruments of service furnished by OWNER for any other project or purpose unless authorized by OWNER in writing.

8.4 OWNER and ENGINEER shall have the right to use the boring logs, reports, documents, maps, photographs, drawings, specifications, and samples resulting from CONSULTANT efforts on the Project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials, including portions of samples, and shall have the right to use the same for any purpose directly related to the Project, unless such use would be expected to cause harm to OWNER or ENGINEER.

8.5 CONSULTANT shall maintain for OWNER all such materials mentioned in the preceding paragraph (excluding samples) for a period of no less than three (3) years after final completion of CONSULTANT's Services.

SECTION 9 - MISCELLANEOUS

9.1 This AGREEMENT shall inure to the benefit and be binding upon the successors and assigns of the respective parties hereto, provided, however that neither party shall assign, in whole or in part, its interest under this AGREEMENT without the prior written consent of the other party and specifically, CONSULTANT shall not subcontract any portion of the Services hereunder without such consent.

9.2 This AGREEMENT shall be governed by the laws of the State of Kansas.

9.3 Without invalidating this AGREEMENT, OWNER may order changes in the Services consisting of additions, deletions, or modifications. Any changes in the Contract Price resulting from such changes will be determined in accordance with SECTION 3 - COMPENSATION or, if not applicable, then by mutual AGREEMENT.

9.4 If any of the provisions of this AGREEMENT are determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

9.5 This AGREEMENT represents the entire and integrated agreement between CONSULTANT and OWNER as to the Scope of Services herein, and supersedes all prior negotiations, representations, or agreements, either written or oral relative to the Scope of Services described herein.

SECTION 10 – SCHEDULE OF WORK

10.1 TIME IS OF THE ESSENCE. CONSULTANT acknowledges that the time for performance of the Work set forth herein is of the essence of this AGREEMENT, and CONSULTANT agrees to see to the performance of the Work, including the Work performed by any sub-contractors or sub-consultants so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work.

10.2 LIQUIDATED DAMAGES. If CONSULTANT fails to provide OWNER with deliverables in accordance with the Guaranteed Dates provided in Paragraph 10.3, the parties agree that the OWNER would be damaged. As it would be almost impossible to ascertain the actual damages precisely, CONSULTANT agrees to pay Liquidated Damages in the amounts listed herein. Any sums payable under this Article are in the nature of Liquidated Damages and not a penalty. Liquidated Damages may be deducted first from the remaining AGREEMENT balance, but CONSULTANT (and its surety, if any) remains responsible for all such damages. The assessment of any Liquidated Damages against CONSULTANT under this Section 10 shall not limit or restrict OWNER's rights and remedies against CONSULTANT to recover damages suffered by OWNER as a result of any breach or delay caused by CONSULTANT.

10.3 GUARANTEED DATES.

DELIVERABLE	GUARANTEED DATE	LIQUIDATED DAMAGES
Preliminary Geotechnical Report	31 calendar days following effective date of this AGREEMENT	$250 per calendar day
Final Geotechnical Report	42 calendar days following effective date of this AGREEMENT	$500 per calendar day

SECTION 11 - DISPUTE RESOLUTION

11.1 Except as provided in Paragraph 11.6, if a dispute arises out of or relates to this AGREEMENT or its breach, the Parties shall endeavor to settle the dispute first through direct discussions of their

authorized representatives. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. The location of the mediation shall be Coffeyville, Kansas, unless another location is mutually agreed to in writing. The Parties agree to conclude such mediation within ninety (90) days of filing the request, unless otherwise agreed to in writing. Mediation may include third parties who agree to participate, in writing. The Parties agree to share the mediator's fee and any filing fees equally, but each party shall bear its own attorney's fees.

11.2 Except as provided in Paragraph 11.6, all claims, disputes, and matters in question between the Parties hereto arising from, or relating to, this AGREEMENT or the breach thereof not resolved pursuant to Paragraph 11.1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., to the exclusion of inconsistent state laws.

11.3 The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute, or other matter in question has been given, and in no event shall it be made after the date when institution of proceedings based on such claim would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction.

11.4 To the extent not prohibited by the PRIME CONTRACT, the claims and disputes of OWNER, ENGINEER, CONSULTANT, and other persons or entities involving a common question of fact or law shall be heard by the same arbitrator(s) in a single consolidated proceeding.

11.5 Except as provided in Paragraph 11.6, or where prohibited by law, venue for any lawsuit or arbitration concerning this AGREEMENT shall be in Coffeyville, Kansas except to the extent that any such dispute is consolidated into an existing lawsuit or arbitration in another location by mutual agreement of the Parties or by court order.

11.6 If the claim or dispute involves the OWNER or a lawsuit filed by a third party who is not obligated to arbitrate with the ENGINEER, then the Parties agree to resolve their dispute in the venue and forum required by the PRIME CONTRACT or jurisdiction in which such third party action is properly filed, and CONSULTANT consents to such venue and jurisdiction.

11.7 CONSULTANT shall carry on the performance of its Services pending resolution of any claim, dispute, mediation, arbitration, or litigation and, if so, OWNER shall continue to make payments in accordance with this AGREEMENT, except for the disputed amount, which may be withheld pending final resolution.

11.8 The prevailing party in any arbitration or litigation between CONSULTANT and OWNER shall be entitled to recover its attorney's fees. For purposes of this paragraph, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

11.9 CONSULTANT agrees to comply with any and all legal holds as issued by OWNER's Legal Department. A legal hold notice suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. OWNER's Legal Department shall determine and identify what types of records, documents, or data are subject to legal hold. CONSULTANT agrees to preserve and protect the specified records, documents, or data in accordance with instructions in the legal hold notice. A legal hold remains effective until it is released in writing by OWNER's Legal Department. If CONSULTANT is uncertain whether specific records, documents, or data is subject to a legal hold, those records, documents, or data should be preserved and protected until such time ENGINEER's Legal Department can confirm their relevancy. In the event records, documents, or data placed on legal hold are required for review by ENGINEER's Legal

Department, CONSULTANT will work diligently to export all relevant records, documents, or data in a form that is reasonably reviewable.

SECTION 12 – EXHIBITS AND OTHER CONTRACT DOCUMENTS

12.1 The following exhibits are attached hereto or incorporated herein by reference. In either event, such documents are made a part of this AGREEMENT as if fully set out at this point.

EXHIBIT 1 Technical Guidelines;
EXHIBIT 2 Schedule of Fees;
EXHIBIT 3 Lien Waiver Forms;

SECTION 13 – ADDITIONAL PROVISIONS

13.1

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

CONSULTANT:		**OWNER: City of Coffeyville, KS**	
By:	_____	By:	_____
Name:	_____	Name:	James Falkner
Title:	_____	Title:	Mayor

DOCUMENT 009100 - ADDENDUM NO. 1

Issued to all Bidders:

Date: January 16, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

This addendum forms a part of the Bid described above. The original Bidding documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: _____

By: _____

Date: _____

THE BID DUE DATE IS HEREBY REVISED SUCH THAT BIDS ARE DUE NOT LATER THAN 2:00 P.M. (CST) ON JANUARY 28, 2015.

BIDDER QUESTIONS AND ANSWERS:

See the document included with this addendum "81799_C9050_Bidders Correspondence Log".

City of Coffeyville

Issued for: Addendum 1
Issue Date: 1/16/2015
Revision: 0

C9050 - Subsurface Investigation & Geotechnical Report
Bidder's Correspondence Log

Item	Category	Date Rcv'd	RFP Section	Technical Exception, Clarification or Question	Resp. Initials	COC Response	Response Date	Bidder Reply	Response Date	COC Response	Response Date
1	Question	15-Jan-2015		Do you have a site plan/coordinates for the site, sizes and buildings location?	TS	Site Plan will be provided after award. Benchmarks will be provided along with relative coordinates to those benchmarks. The total area of the project Site is approximately 750 ft x 750 ft	16-Jan-2015				
2	Question	15-Jan-2015		Will the borings be located in the field by a surveyor, if not, do you have GPS coordinates for them, if not, can you provide a site plan with approximate locations of these borings so we may use it to locate the borings in the field using GPS coordinates.	TS	Upon award, a site plan with coordinates relative to benchmarks will be provided. Borings locations will not be staked. Boring locations to be located by Geotechnical contractor.	16-Jan-2015				
3	Question	15-Jan-2015		Cores: Do you want the cores to be stored in wooden boxes or carton boxes, the ASTM standard dose not determine this and your RFP did not clarify it either. Carton boxes are much cheaper than wooden boxes.	PB	Wooden boxes are not required, cartons will suffice.	16-Jan-2015				
4	Question	15-Jan-2015		Pavement design: will you provide us with the anticipated traffic load? Are you interested in asphaltic concrete pavement or concrete pavements?	TS	Anticipated traffic loading will be provided upon award. Assume recommendations for both types of pavement will be required.	16-Jan-2015				
5	Question	15-Jan-2015		The site plan might clarify this info, but, is this a new site or an addition to an existing facility? If this is an addition, then who will be locating private utilities?	TS, CG	There is existing building/facility on the Site however, the new power generation facility will be a stand alone structure not connected to the existing facility. Geotechnical contractor is responsible for locating all existing utilities prior to breaking ground.	16-Jan-2015				
6	Question	15-Jan-2015		If this is a new site (farm land) we assume that you will provide contact information with the landowners to assist in our access to the site.	CG	Land owner assistance will be provided for adequate access.	16-Jan-2015				
7	Question	15-Jan-2015	RFP - Section VII	Can we issue the proposal in an email form or it will only be accepted if it was mailed to the owners	JK	Fax or email bids will not be accepted. Refer to Section VII of the Bidding documents for submission requirements.	16-Jan-2015				

DOCUMENT 009100 - ADDENDUM NO. 2

Issued to all Bidders:

Date: January 21, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

This addendum forms a part of the Bid described above. The original Bidding documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: _____

By: _____

Date: _____

THE FOLLOWING DOCUMENTS ENCLOSED WITH THIS ADDENDUM ARE HEREBY MADE A PART OF THE CONTRACT BIDDING DOCUMENTS:

1. PROFEFFESIONAL SERVICES AGREEMENT – SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

PROFEFFESIONAL SERVICES AGREEMENT – SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

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1.1 The CONSULTANT is an independent contractor responsible for the methods and means used in performing its Services under this AGREEMENT and is neither an employee nor agent of the OWNER.

1.2 CONSULTANT represents that it is duly qualified, registered, and licensed to do business and to provide the professional services required under this AGREEMENT in the State in which the Project is located.

1.3 CONSULTANT shall comply with all local, state, and federal laws, rules, and regulations applicable to the Project and to CONSULTANT's Services.

1.4 CONSULTANT authorized representative and key personnel assigned to the Project shall not be changed without written notice to, and consent of, OWNER, which consent shall not unreasonably be withheld. Replacements shall be submitted for approval within five (5) calendar days of notification of replacement.

1.5 OWNER may request and CONSULTANT agrees to the removal from the Project of any CONSULTANT's personnel who consistently, in the sole opinion of OWNER, exhibit an unsafe or unprofessional behavior or attitude, or who in OWNER's sole opinion performs in a deficient way.

SECTION 2 - SCOPE OF SERVICES

2.1 Except as set forth herein, the CONSULTANT shall not provide any services for OWNER under this Agreement for any other part of the Project.

2.2 The CONSULTANT shall perform its Services in character, sequence, and timing so that it will be coordinated with that of the OWNER and in accordance with any schedules provided by the OWNER.

2.3 The CONSULTANT shall furnish all labor, equipment, tools, and supplies and do all Services necessary to complete the Services required.

2.4 The Services to be provided by the CONSULTANT shall be consistent with the requirements of the Technical Guidelines as stated in the attached **EXHIBIT 1**.

2.5 CONSULTANT shall not perform any extra work or Additional Services, nor incur any additional reimbursable expenses beyond that which is authorized in this AGREEMENT without the prior written approval of the OWNER. Any such extra work, Additional Services or expenses incurred by CONSULTANT without OWNER's written approval shall not be chargeable to the OWNER and are not reimbursable to the CONSULTANT.

2.6 CONSULTANT will provide its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of CONSULTANT's profession providing the same or similar services in the same geographic location at the time Services are provided.

2.7 Others will survey and stake the location of the proposed Project in the field. The CONSULTANT shall field locate the borings in plan and elevation from stakes provided. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER

for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

The CONSULTANT shall locate the borings in plan from the coordinates provided. The use of GPS equipment is permissible, provided that the location accuracy is within two feet. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

SECTION 3 – COMPENSATION

3.1 For providing the Services set forth herein, the OWNER will pay the CONSULTANT in the amounts set forth in the attached **EXHIBIT 2**, Schedule of Fees (CONSULTANT Proposal dated , 20). Total compensation to CONSULTANT shall not exceed Dollars ($) without prior written approval of OWNER.

3.2 Payment to CONSULTANT shall be made within 30 days after OWNER receives a timely, properly completed, undisputed request for payment according to terms of the contract, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within 45 days after OWNER receives such payment request. OWNER may withhold, as retainage, ten percent (10%) of the amount of each request for payment.

3.3 Lien waivers, properly executed by CONSULTANT, shall be furnished with each invoice from CONSULTANT in the form of the lien waiver required by OWNER. The lien waivers to be signed are attached hereto and incorporated by reference herein in **EXHIBIT 3**.

3.4 OWNER may withhold payment to CONSULTANT, in whole or in part, to the extent reasonably necessary to protect OWNER from loss on account of: a) defective Services not remedied; b) claims by third party or evidence reasonably indicating the probable filing of claims; c) failure of CONSULTANT to make payments to any subconsultant; d) any cost for which CONSULTANT is responsible under this AGREEMENT; or e) a breach by CONSULTANT of any provision of this AGREEMENT. Fees otherwise due CONSULTANT may be offset by OWNER to cover claims OWNER has against CONSULTANT under this, or any other, AGREEMENT. When the grounds for withholding payments are removed, payment of such withheld amounts will be made. No interest shall be due or payable by OWNER on amounts withheld in good faith pursuant to this Paragraph.

3.6 Payment to CONSULTANT does not constitute or imply acceptance by OWNER of any portion of the CONSULTANT's Services and shall not constitute a waiver of any claims against CONSULTANT.

3.7 Notwithstanding and pending resolution of any dispute with respect to extra work, Additional Services or expenses, and without waiving any rights, the CONSULTANT shall proceed, upon written notice from OWNER with the performance of any extra work, Additional Services or expenses as directed by OWNER and agreed to by CONSULTANT.

3.8 Compensation for Additional Services or changes shall be negotiated on a lump sum basis, or hourly with a not-to-exceed cap utilizing the rates set forth in the attached **EXHIBIT 2**, Schedule of Fees.

SECTION 4 – TERMINATION AND SUSPENSION

4.1 Termination for Convenience. OWNER may terminate this AGREEMENT for its convenience upon three (3) days' written notice to CONSULTANT. In such event, CONSULTANT shall cease all Services upon receipt of notice, unless otherwise directed by ONWER. OWNER shall have no further liability to CONSULTANT after receipt of such notice except that CONSULTANT shall be compensated

for all Services performed and expenses incurred prior to the effective date of termination in accordance with the provisions of SECTION 3 – COMPENSATION. There shall be no claim by CONSULTANT for any other damages including, but not limited to, lost profits., loss of business or any other lost revenue.

4.2 Termination for Cause. OWNER may terminate this AGREEMENT for Cause upon seven (7) days' written notice in the event of CONSULTANT's failure to perform any of its obligation(s) under this AGREEMENT or otherwise for negligent performance. In the event of a Termination for Cause, CONSULTANT shall be liable to OWNER for the costs incurred in completing the CONSULTANT's Scope of Services required by this AGREEMENT to the extent such costs exceed the remaining COMPENSATION otherwise due under SECTION 3.

4.3 In the event of a Termination for Cause, OWNER shall be entitled to utilize the boring logs, reports, drawings, designs, documents and data prepared or provided by CONSULTANT to date of termination, which shall be provided or prepared by CONSULTANT, including all work in progress, upon request, including any electronic media. Such information may be furnished to another consultant by OWNER for completion of the CONSULTANT's portion of the Project. CONSULTANT shall not be liable for the unauthorized modification or reuse of any successor consultant in the use of CONSULTANT's information.

4.4 If OWNER wrongfully exercises its right to terminate for Cause under this SECTION 4, as determined by a court of proper jurisdiction or by arbitration award, then such termination shall be deemed one for Convenience under Paragraph 4.1.

SECTION 5 - INSURANCE

5.1 The CONSULTANT shall maintain the following minimum insurance to protect against claims arising out of the Services performed under this AGREEMENT.

	Type of Coverage	Limits of Liability
5.1.1	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000 per Accident
5.1.2	Commercial General Liability	
	Bodily Injury (including death)	$1,000,000 per Occurrence
	and Property Damage	$2,000,000 per Project Aggregate Limit
	This policy shall be endorsed to include premises, operations, and contractual liability coverages and shall contain explosion, collapse, and underground hazards coverage.	
5.1.3	Commercial Automobile Liability	
	Bodily Injury (including death)	$1,000,000 Combined
	and Property Damage	Single Limit per Accident
	This policy shall include all vehicles used in connection with the AGREEMENT whether owned, unowned or hired.	

5.2 Insurance certificates for policies providing the insurance specified in paragraphs 5.1.2, 5.1.3, and 5.1.5 above shall include OWNER and Burns & McDonnell Engineering Company, Inc. (hereinafter called the ENGINEER) as additional insureds. Certificates evidencing the coverage above shall be delivered to OWNER prior to performing any Services under this AGREEMENT. The CONSULTANT shall give OWNER no less than thirty (30) days' written notice if any insurer intends to cancel any policy of insurance mentioned in this Section 5.

SECTION 6 - INDEMNITY

6.1 To the fullest extent permitted by law, CONSULTANT shall, indemnify, defend and hold harmless OWNER and ENGINEER and their respective officers, directors, and employees from and against any claims, suits, damages, losses, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees and costs (hereinafter Claim), to the extent that they are based upon claims of negligent acts, errors, or omissions of CONSULTANT. CONSULTANT's defense obligation is limited to its proportionate liability for the related loss.

6.2 Without limiting the foregoing, the CONSULTANT's indemnity obligation shall include any Claim which:

6.2.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

6.2.2 Is caused in whole or in part by any act or omission of CONSULTANT or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

6.3 The CONSULTANT shall reimburse OWNER and/or ENGINEER for all expenses, including reasonable attorney's fees, paid or otherwise incurred to successfully enforce the provisions of this Section if the CONSULTANT or CONSULTANT'S insurer refuses to defend, indemnify, or hold OWNER and ENGINEER harmless as provided.

6.4 In the event any Services provided by CONSULTANT are determined by OWNER or ENGINEER to be deficient or defective, at OWNER or ENGINEER's sole option, CONSULTANT shall promptly correct or remedy any workmanship or re-perform the Services at CONSULTANT's sole cost and expense immediately upon receiving written notice from OWNER or ENGINEER. CONSULTANT agrees to be responsible for any damage caused thereby.

SECTION 7 - SAFETY

7.1 CONSULTANT shall be solely responsible for the safety and protection of its persons and property at the Project Site and shall comply with all applicable federal, state, and local safety laws and regulations.

7.2 CONSULTANT shall take necessary safety precautions with respect to performance of the Services, shall comply with safety measures initiated by OWNER and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property and with the requirements of the OWNER's operations and safety procedures.

7.3 Verbal notification shall immediately be provided to OWNER of any workplace near miss, incident, accident, injury, illness, death, or related hospitalization of CONSULTANT's employees or agents at the Site of the Project, and a written report shall be made to OWNER within twenty-four (24) hours of the occurrence.

7.4 If required by ENGINEER or OWNER, based upon current activities at the site, all CONSULTANT employees shall attend ENGINEER or OWNER project orientation training prior to the employees being allowed to work on the Site. In addition, CONSULTANT shall conduct weekly safety training (e.g., toolbox meeting) with its employees.

7.5 CONSULTANT shall submit the Competent Person Designation Form (if required by applicable law), located in the Project Safety and Health Program to OWNER prior to the start of Services.

7.6 CONSULTANT shall immediately correct any unsafe conditions. In the event CONSULTANT fails to immediately correct such unsafe conditions, OWNER may either (1) have the unsafe conditions

corrected by others at CONSULTANT's expense, or (2) direct that the Services be stopped in the area of the unsafe condition; however, this right to stop the Services shall not give rise to any duty to CONSULTANT or to any third party on the part of OWNER to exercise this right.

7.7 CONSULTANT is required to discipline employees who violate established rules and regulations of the Project.

7.8 CONSULTANT shall comply with any permitting required by OWNER.

7.9 The following are the minimum Personal Protective Equipment (PPE) requirements for all personnel on the Project Site, and shall be enforced by CONSULTANT:

(a) Safety Glasses ANSI Z-87.1;
(b) Safety Toe work boots that satisfy ASTM F2413-05 Standard Requirements for Protective Footwear or ANSI Z41-1999;
(c) Hard Hat;
(d) Shirt with 4-inch minimum sleeves;
(e) Long Pants (no shorts).

7.10 OWNER shall not be liable for any damages experienced by CONSULTANT due to stoppage of CONSULTANT's Services. CONSULTANT shall submit no claim for increased costs or extension of time due to any such stoppage of Services. In the event the Project Site, or any portion of the Services at the Project Site, is stopped or suspended by OWNER, any outside agency, to the extent caused by any act, error, or omission of CONSULTANT or its subconsultants, including, but not limited to, those activities related to safety or health, CONSULTANT shall be responsible for all impact costs and damages suffered by ENGINEER or OWNER due to such delay or disruption.

SECTION 8 – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

8.1 CONSULTANT shall retain the ownership and copyrights in and to its designs, drawings, specifications and instruments of service. However, the CONSULTANT grants to OWNER and ENGINEER an irrevocable license to utilize CONSULTANT's designs, drawings, boring logs, reports, photographs, samples, specifications and other instruments of service for this Project, including the completion of this Project following any termination of this AGREEMENT by either party, for any reason.

8.2 CONSULTANT agrees to indemnify, defend and hold harmless ENGINEER and OWNER, their respective agents, officers, employees, or representatives, from all costs, expenses, or damages arising out of any claim of infringement of patents, copyright, or trade secret with respect to any designs, drawings, specifications, and other instruments of service furnished by CONSULTANT.

8.3 The CONSULTANT shall not reuse any designs, drawings, specifications, and other instruments of service furnished by OWNER for any other project or purpose unless authorized by OWNER in writing.

8.4 OWNER and ENGINEER shall have the right to use the boring logs, reports, documents, maps, photographs, drawings, specifications, and samples resulting from CONSULTANT efforts on the Project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials, including portions of samples, and shall have the right to use the same for any purpose directly related to the Project, unless such use would be expected to cause harm to OWNER or ENGINEER.

8.5 CONSULTANT shall maintain for OWNER all such materials mentioned in the preceding paragraph (excluding samples) for a period of no less than three (3) years after final completion of CONSULTANT's Services.

SECTION 9 - MISCELLANEOUS

9.1 This AGREEMENT shall inure to the benefit and be binding upon the successors and assigns of the respective parties hereto, provided, however that neither party shall assign, in whole or in part, its interest under this AGREEMENT without the prior written consent of the other party and specifically, CONSULTANT shall not subcontract any portion of the Services hereunder without such consent.

9.2 This AGREEMENT shall be governed by the laws of the State of Kansas.

9.3 Without invalidating this AGREEMENT, OWNER may order changes in the Services consisting of additions, deletions, or modifications. Any changes in the Contract Price resulting from such changes will be determined in accordance with SECTION 3 - COMPENSATION or, if not applicable, then by mutual AGREEMENT.

9.4 If any of the provisions of this AGREEMENT are determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

9.5 This AGREEMENT represents the entire and integrated agreement between CONSULTANT and OWNER as to the Scope of Services herein, and supersedes all prior negotiations, representations, or agreements, either written or oral relative to the Scope of Services described herein.

SECTION 10 – SCHEDULE OF WORK

10.1 TIME IS OF THE ESSENCE. CONSULTANT acknowledges that the time for performance of the Work set forth herein is of the essence of this AGREEMENT, and CONSULTANT agrees to see to the performance of the Work, including the Work performed by any sub-contractors or sub-consultants so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work.

10.2 LIQUIDATED DAMAGES. If CONSULTANT fails to provide OWNER with deliverables in accordance with the Guaranteed Dates provided in Paragraph 10.3, the parties agree that the OWNER would be damaged. As it would be almost impossible to ascertain the actual damages precisely, CONSULTANT agrees to pay Liquidated Damages in the amounts listed herein. Any sums payable under this Article are in the nature of Liquidated Damages and not a penalty. Liquidated Damages may be deducted first from the remaining AGREEMENT balance, but CONSULTANT (and its surety, if any) remains responsible for all such damages. The assessment of any Liquidated Damages against CONSULTANT under this Section 10 shall not limit or restrict OWNER's rights and remedies against CONSULTANT to recover damages suffered by OWNER as a result of any breach or delay caused by CONSULTANT.

10.3 GUARANTEED DATES.

DELIVERABLE	GUARANTEED DATE	LIQUIDATED DAMAGES
Preliminary Geotechnical Report	31 calendar days following effective date of this AGREEMENT	$250 per calendar day
Final Geotechnical Report	42 calendar days following effective date of this AGREEMENT	$500 per calendar day

SECTION 11 - DISPUTE RESOLUTION

11.1 Except as provided in Paragraph 11.6, if a dispute arises out of or relates to this AGREEMENT or its breach, the Parties shall endeavor to settle the dispute first through direct discussions of their

authorized representatives. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. The location of the mediation shall be Coffeyville, Kansas, unless another location is mutually agreed to in writing. The Parties agree to conclude such mediation within ninety (90) days of filing the request, unless otherwise agreed to in writing. Mediation may include third parties who agree to participate, in writing. The Parties agree to share the mediator's fee and any filing fees equally, but each party shall bear its own attorney's fees.

11.2 Except as provided in Paragraph 11.6, all claims, disputes, and matters in question between the Parties hereto arising from, or relating to, this AGREEMENT or the breach thereof not resolved pursuant to Paragraph 11.1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., to the exclusion of inconsistent state laws.

11.3 The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute, or other matter in question has been given, and in no event shall it be made after the date when institution of proceedings based on such claim would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction.

11.4 To the extent not prohibited by the PRIME CONTRACT, the claims and disputes of OWNER, ENGINEER, CONSULTANT, and other persons or entities involving a common question of fact or law shall be heard by the same arbitrator(s) in a single consolidated proceeding.

11.5 Except as provided in Paragraph 11.6, or where prohibited by law, venue for any lawsuit or arbitration concerning this AGREEMENT shall be in Coffeyville, Kansas except to the extent that any such dispute is consolidated into an existing lawsuit or arbitration in another location by mutual agreement of the Parties or by court order.

11.6 If the claim or dispute involves the OWNER or a lawsuit filed by a third party who is not obligated to arbitrate with the ENGINEER, then the Parties agree to resolve their dispute in the venue and forum required by the PRIME CONTRACT or jurisdiction in which such third party action is properly filed, and CONSULTANT consents to such venue and jurisdiction.

11.7 CONSULTANT shall carry on the performance of its Services pending resolution of any claim, dispute, mediation, arbitration, or litigation and, if so, OWNER shall continue to make payments in accordance with this AGREEMENT, except for the disputed amount, which may be withheld pending final resolution.

11.8 The prevailing party in any arbitration or litigation between CONSULTANT and OWNER shall be entitled to recover its attorney's fees. For purposes of this paragraph, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

11.9 CONSULTANT agrees to comply with any and all legal holds as issued by OWNER's Legal Department. A legal hold notice suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. OWNER's Legal Department shall determine and identify what types of records, documents, or data are subject to legal hold. CONSULTANT agrees to preserve and protect the specified records, documents, or data in accordance with instructions in the legal hold notice. A legal hold remains effective until it is released in writing by OWNER's Legal Department. If CONSULTANT is uncertain whether specific records, documents, or data is subject to a legal hold, those records, documents, or data should be preserved and protected until such time ENGINEER's Legal Department can confirm their relevancy. In the event records, documents, or data placed on legal hold are required for review by ENGINEER's Legal

Department, CONSULTANT will work diligently to export all relevant records, documents, or data in a form that is reasonably reviewable.

SECTION 12 – EXHIBITS AND OTHER CONTRACT DOCUMENTS

12.1 The following exhibits are attached hereto or incorporated herein by reference. In either event, such documents are made a part of this AGREEMENT as if fully set out at this point.

EXHIBIT 1 Technical Guidelines;
EXHIBIT 2 Schedule of Fees;
EXHIBIT 3 Lien Waiver Forms;

SECTION 13 – ADDITIONAL PROVISIONS

13.1

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

CONSULTANT:	**OWNER: City of Coffeyville, KS**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

From: David Edwards, P.E.
To: Mike Shook
Subject: Reciprocating Engine Power Plant - Geotechnical Investigation
Date: Friday, February 06, 2015 2:35:20 PM

Hi Mike.

The not to exceed value for the geotechnical engineering, which would include the environmental components (site health & Safety plan, health & safety monitoring, personal protective equipment, drumming soils, decontamination of equipment, etc.) would be $29,650.

-Dave

David Edwards, P.E.
Principal Engineer/Senior Vice President

Tel: 316.554.0725
Fax: 316.554.0744
Cell: 316.253.5387
Email: dedwards@gsinetwork.com
Web: www.gsinetwork.com

GSI Engineering
4503 E. 47th Street South
Wichita, Kansas 67210
Geotechnical Engineering . Environmental
Construction Materials Testing . Drilling

Due to the potential for information exchanged by electronic media to deteriorate, or to be damaged, lost, or unintentionally modified, or to be otherwise changed, use of this electronic data by anyone other than the entity to which it is addressed shall be at the sole risk of such user and without liability or legal exposure to GSI. The recipient is responsible for verifying the accuracy of data against governing hard copy documentation. Recipient assumes all risks in the changing or modification of data and revisions or updating of hard copy documents.

CITY OF COFFEYVILLE, KANSAS

REQUEST FOR PROPOSALS
FOR

RECIPROCATING ENGINE POWER PLANT: SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

City of Coffeyville
102 W. 7th Street
P.O. Box 1629
Coffeyville, KS 67337
Phone: 620-252-6128

TITLE-SIGNATURE PAGE
REQUEST FOR PROPOSALS

The City of Coffeyville, Kansas, invites you to submit a proposal to provide professional engineering services to complete a subsurface investigation and geotechnical report.

Four (4) SIGNED PROPOSALS

Plus one (1) unbound copy for a total of five (5) copies

MUST BE RECEIVED BY: 2:00 P.M. (CST) on January 21, 2015

PLEASE MARK YOUR SEALED PROPOSAL "Reciprocating Engine Power Plant: Subsurface Investigation and Geotechnical Report" AND SEND IT TO:

City of Coffeyville

Attention: Cindy Price, City Clerk
11 E.2nd St.
P.O. Box 1629
Coffeyville, KS 67337

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date Tax ID #
E-mail	Entity Type

Coffeyville, Kansas

Request for Proposals
For
Coffeyville Energy Center: Professional Subsurface Site Investigation Services

I. General Information

City of Coffeyville, Kansas

Located on Highway 169 in Southeast Kansas, Coffeyville originally served as a gateway to the Indian Territory now known as Oklahoma. Because of its location on the Verdigris River and proximity to Native American tribes, the City flourished and quickly became the largest city in the region. As a center for commerce, the city's commercial and residential areas blossomed. Glass manufacturing, brick making, paint manufacturing, and petroleum refining prospered, and large neighborhoods developed to provide workforce housing.

During the past few decades, the community has experienced a slow decline in population, much like the rest of the region. However, anchored by large employers such as Coffeyville Resources, John Deere, and Acme Foundry, the community is entering a period of economic resurgence. With a 2010 census population of 10,295, the community remains the largest in Montgomery County, and one of the largest in the region. A full-service community, Coffeyville provides residents, businesses, and visitors with police, fire, electric generation and distribution, water, sewer, stormwater, parks and public facilities, general aviation, streets, wireless internet, and community and economic development.

The City of Coffeyville Electric Utility began service in 1901. The Utility owns and operates electric generation with a capacity of 56 MW. This generation includes two (2) Steam Generation Units; 18 MW - 1956 Elliott Steam Turbine/Generator, 38 MW - 1971 General Electric Steam Turbine/Generator, and 2- 2 MW Baldor Diesel Power Generators.

Additional information regarding the City's services is available on the City's website at www.coffeyville.com.

II. Project Overview

The successful respondent will conduct a subsurface investigation and laboratory testing program and prepare a Subsurface Investigation and Geotechnical Report for submittal to the OWNER.

Anticipated Project Deliverables

1. Refer to Appendix A - Technical Guidelines for deliverables

III. Organization of the Proposal

Proposals should include responses to each of the following items. Please construct your proposal with responses in the same order as listed below to facilitate review and comparison by the review committee.

1. Outline your firm's experience in providing similar services as outlined in Section II and briefly summarize three representative projects that illustrate your experience.
2. Outline your firm's anticipated schedule for delivery.
3. Outline your firm's total cost for deliverables.

IV. Evaluation of Proposals

An evaluation committee comprised of Electric Utility staff and consultants will be used to evaluate the proposals. The committee will evaluate the proposals based on the following criteria:

1. Responsiveness: Quality and completeness of the response to the Request for Proposals. (10%)
2. Experience: Respondent's credentials and experience in providing similar services. (10%)
3. Cost: Total cost of services being provided. (80%)

The City of Coffeyville reserves the right to reject any or all bids and to waive any informalities or irregularities therein.

V. Interviews

1. Interviews are not anticipated at this time; however, the City may, at its option, request oral presentation prior to selection.

VI. Fees

1. Any and all fees shall be included in Respondent's proposal.

VII. Terms and Conditions

1. The City of Coffeyville reserves the right to reject any or all proposals, with no penalty to the City, or to award the contract to the next most qualified vendor if the successful respondent does not execute a contract within thirty (30) days after the award of the proposal.
2. The vendor must submit five (5) copies of each of its proposals to the City of Coffeyville not later than 2:00 P.M., January 21, 2015. The address and telephone number for proposal submission is:

   Attn: Cindy Price, City Clerk
   11 E. 2nd St.
   PO Box 1629
   Coffeyville, KS 67337
   (620) 252-6108

   Proposals should be in a sealed package, clearly marked "Reciprocating Engine Power Plant: Subsurface Investigation and Geotechnical Report" on the exterior of the package. Proposals received after the specified date and time, or unsealed or unmarked proposals, **WILL NOT BE CONSIDERED.**

   All proposals must be signed by a duly authorized individual. All proposals shall become the property of the City of Coffeyville and the City may, at its option, request oral presentation prior to selection; notification in writing will be given if such meetings are required.
3. Tim Sobieraj, Structural Engineer shall be the primary source of contact for your vendor during the Request for Proposals and selection process.

4. The City of Coffeyville reserves the right to request clarification of the information submitted and to request additional information of one or more respondents.
5. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in the proposal.
6. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the City of Coffeyville shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) working days before the termination date. In this event, the vendor shall be entitled to just and equitable compensation for any satisfactory work completed.
7. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City of Coffeyville, and shall contain, as a minimum, applicable provisions of the Request for Proposals. The City reserves the right to reject any agreement that does not conform to the Request for Proposals and any City requirements for agreements and contracts.
8. The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City of Coffeyville.
9. All data, documents and other information provided to the City of Coffeyville by the vendor as a result of this Request for Proposals shall become the property of the City and subject to its disposal.
10. All costs associated with the preparation of a proposal in response to the Request for Proposals shall be the responsibility of the vendor submitting the proposal.
11. Should the vendor merge or be purchased by another individual or firm, contract continuation would be at the City of Coffeyville's option.
12. The City of Coffeyville, being an equal opportunity employer, will not discriminate against any respondent because of race, color, religion, sex or national origin; any person or group which enters into a contract with the City of Coffeyville must agree to comply with any and all applicable federal and state laws regarding the prohibition of discrimination. All respondents, by placing a proposal, shall accept the affirmative duty to ascertain and comply with such laws.

VIII. Schedule of Events

The City of Coffeyville has developed the following schedule of events for selection:

RFP Schedule	Timing
Send out Request for Proposals	January 8, 2015
Receive proposals from vendors	January 21, 2015 (2:00 p.m. CST)
Select vendor	On or before January 23, 2015
Recommendation to City Commission (if needed)	January 27, 2015

All questions regarding this request for Proposal are to be directed to:

Tim Sobieraj	(630) 724-3274	tsobieraj@burnsmcd.com
Structural Engineer	Phone Number	E-Mail Address

APPENDIX A

TECHNICAL GUIDELINES
SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT
COFFEYVILLE RECIPROCATING ENGINE POWER PLANT
COFFEYVILLE, KANSAS

TECHNICAL GUIDELINES
SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT
COFFEYVILLE RECIPROCATING ENGINE POWER PLANT
COFFEYVILLE, KANSAS

1. SERVICES TO BE PROVIDED

In support of Burns & McDonnell's (ENGINEER) design efforts for a proposed natural gas fired power generating facility for (OWNER) City of Coffeyville in Coffeyville, Kansas, the Geotechnical Consultant (CONSULTANT) shall conduct a subsurface investigation and laboratory testing program and prepare a Subsurface Investigation and Geotechnical Report (Report) for submittal to the OWNER. The subsurface investigation and laboratory testing services are described in more detail later in these guidelines, but include:

a. Perform an exploration program and provide an experienced geotechnical engineer or geologist full-time to log the borings. Use of a driller and/or helper to log the borings, in lieu of a geotechnical engineer or geologist, shall not be permitted.

b. Perform eight field resistivity surveys at locations to be determined in the future.

c. Perform laboratory tests on soil and (if applicable) rock core samples obtained from the borings to evaluate pertinent engineering properties of materials encountered.

d. Prepare a Report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, results of the field resistivity survey final boring logs with a boring location plan, and results of the laboratory testing program. The Report shall also contain geotechnical recommendations for the design and construction of foundations and earthwork for the proposed project.

2. PROPOSED DEVELOPMENT

The Project Site will be located in Coffeyville, Kansas. Structures are anticipated to consist of steel, clear span, moment framed, metal sided, pre-engineered buildings. Building columns and floors are currently anticipated to be supported on deep foundations. Equipment is expected to be founded on deep foundation supported mats. The transformers are also expected to be supported on deep foundations. The load summary table below outlines the structure types, anticipated foundation types, and estimated service loads.

Foundation elements are sensitive to post construction differential deflection; therefore, all foundations shall be limited to ½" differential deflection. The CONSULTANT's Report shall thoroughly address the potential impact of expansive, dispersive, and/or collapsing soils on the foundation performance and shall include recommendations for reducing the potential for vertical movement of foundations.

Load Summary Table			
Structure	***Anticipated Foundation Type***	***Direction of Loading***	***Estimated Loads Unfactored (Service Loads)***
Indoor Equipment	Deep Foundation Supported Mat	Downward	600-800 psf
Prefabricated Metal Building	Deep Foundations	Downward Uplift Shear	75 kips 30 kips 25 kips
Metal Building Floor Slab	Deep Foundation Supported Slab	Downward	1000 psf
Outdoor Equipment	Deep Foundations	Downward Uplift Shear	25 kips 30 kips 30 kips
Exhaust Stacks	Deep Foundation Supported Mat	Downward	2500 psf
Outdoor Equipment	Deep Foundations	Downward	1500 psf
Outdoor Ducts	Deep Foundations	Downward Uplift Shear	25 kips 30 kips 30 kips
Tank Containment	Deep Foundation Supported Mat	Downward	750-1000 psf
Oil Truck Spill Pit	Deep Foundation Supported Mat	Downward	1000 psf
Transformers	Deep Foundation Supported Mat	Downward	1000-1500 psf
Auxiliary Transformers	Deep Foundation Supported Mat	Downward	750-1000 psf

Load Summary Table Continued			
Structure	***Anticipated Foundation Type***	***Direction of Loading***	***Estimated Loads Unfactored (Service Loads)***
Auxiliary Equipment/ Pipe Supports	Deep Foundations	Downward Uplift Shear	5 kips 2 kips 2 kips
Masonry Walls	Stem Wall Strip Footing	Downward	2000 psf
Gas Equipment	Deep Foundation Supported Mat	Downward	400 psf

3. APPLICABLE STANDARDS

a. Drilling and logging of soil and rock types shall be performed as per the latest revision or supplement to the following ASTM Standards:

(1) D420 - Guide to Site Characterization for Engineering, Design and Construction Purposes.

(2) D653 - Terminology Relating to Soil, Rock and Contained Fluids.

(3) D1452 - Practice for Soil Investigation and Sampling by Auger Borings.

(4) D2113 - Practice for Rock Core Drilling and Sampling of Rock for Site Investigation.

(5) D2488 - Practice for Description and Identification of Soils (Visual-Manual Procedure).

(6) D3441 - Standard Test Method for Mechanical Cone Penetration Tests of Soil.

(7) D5778 - Standard Test Method for Electronic Friction Cone and Piezocone Penetration Testing of Soils.

b. Sampling shall be performed for all proposed activities in accordance with the latest revision or supplement to the following ASTM Standards:

(1) D1586 - Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils. (SPT)

(2) D1587 - Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purposes. (Shelby)

(3) D3550 - Practice for Thick Wall, Ring-Lined, Split Barrel, Drive Sampling of Soils.

(4) D4220 - Practices for Preserving and Transporting Soil Samples.

(5) D5434 - Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock.

(6) D6151 - Standard Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling.

c. Applicable field and laboratory tests for the project shall be the latest revision and supplement to the following ASTM Standards:

(1) D421 - Standard Practice for Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants.

(2) D422 - Standard Test Method for Particle-Size Analysis of Soils.

(3) D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN·m/m^3)).

(4) D854 - Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer.

(5) D1140 - Standard Test Method for Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve.

(6) D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN·m/m^3)).

(7) D1883 - Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils.

(8) D2166 - Standard Test Method for Unconfined Compressive Strength of Cohesive Soil.

(9) D2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

(10) D2217 - Practice for Wet Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants.

(11) D2435 - Standard Test Methods for One-Dimensional Consolidation Properties of Soils Using Incremental Loading.

(12) D2487 - Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

(13) D2850 - Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils.

(14) D2938 - Unconfined Compressive Strength of Intact Rock Core Specimens.

(15) D3080 - Direct Shear Test of Soils Under Consolidated Drained Conditions.

(16) D4253 - Maximum Index Density of Soils Using a Vibratory Table.

(17) D4254 - Minimum Index Density of Soils and Calculation of Relative Density.

(18) D4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

(19) D4428 - Standard Test Methods for Crosshole Seismic Testing.

(20) D4543 - Preparing Rock Core Specimens and Determining Dimensional and Shape Tolerances.

(21) D4546 - One-Dimensional Swell or Settlement Potential of Cohesive Soils

(22) D4767 - Consolidated-Undrained Triaxial Compression Test on Cohesive Soils.

(23) D4943 - Standard Test Method for Shrinkage Factors of Soils by the Wax Method.

(24) D5084 - Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.

(25) D6276 - Using pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization

(26) E1 - ASTM Thermometers.

(27) E4 - Load Verification of Testing Machines.

(28) E100 - ASTM Hydrometers.

(29) G51 - pH of Soil for Use in Corrosion Testing.

(30) G57 - Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method.

d. In addition, the following standards referenced from "Methods of Soil Analysis, Part 2, Chemical and Microbiological Properties," Number 9 in Agronomy Series:

(1) Soluble Sulfates by the $BaC1_2$ Titration Method.

(2) Chloride Ion by Silver Nitrate Titration Method.

4. BORINGS

Drill a minimum of 20 borings as outlined in Table-1 Boring Plan. Each boring shall be advanced to a minimum penetration in the soil as defined in Table-1 or to auger refusal in the bedrock. At this time, it is anticipated that competent bedrock may be encountered. If bedrock is encountered at locations prior to the intended boring completion depth, then perform rock coring into competent bedrock with NX-size, double-tube rock coring techniques according to the depths noted. If necessary, the CONSULTANT shall perform deepened borings to prevent termination of the borings in unacceptably soft clay or loose sand deposits.

If necessary, the CONSULTANT shall perform additional borings, as per request by the OWNER, to depths that will be provided before the investigation.

Unless otherwise specified by the ENGINEER, the minimum required soil or rock strength to terminate the boring at or below the designated minimum boring depth shall be as follows:

a. Standard Penetration Test, N > 20
b. Cohesion, c > 1000 psf based on calibrated hand penetrometer, torvane or field vane shear test

Additional borings, deepened borings, test pits, cone penetrometer soundings, in-situ testing, or other investigation techniques may be performed if required to provide the information requested in the Report, and if they are approved in advance by the OWNER and ENGINEER. Provide qualified personnel to drill the borings and an experienced geotechnical engineer or geologist to log the borings full-time.

For the purposes of bid submittals, CONSULTANT shall assume the footage required for the minimum depths specified in Table-1. Where rock coring is specified, assume the coring footage outlined as a portion of the minimum boring depth. CONSULTANT should comment in their proposal on the anticipated presence of shallow bedrock in this region based on previous experience. It shall be assumed that the field investigation may be performed using a truck-mounted drill rig.

The cost proposal shall contain detailed units and unit costs associated with the minimum required borings, as well as the option for additional borings.

Table-1 Boring Plan

Boring ID	Associated Structure	Minimum Boring Depth (ft)	Minimum Rock Coring Length (ft)[1]
B-1	Cooling Tower	40	10
B-2	Water Tank	40	10
B-3	Cooling Tower	40	10
B-4	Exhaust Stack	50	20
B-5	Tank	50	-
B-6	Exhaust Stack	50	20
B-7	Pavement	15	-
B-8	Utility Line	50	20
B-9	Equipment	50	20
B-10	Maintenance Building	40	-
B-11	Equipment	50	20
B-12	Equipment	50	20
B-13	Transformers	30	-
B-14	Grading	15	-
B-15	Grading	15	-
B-16	Substation Equipment	30	-
B-17	Substation Equipment	40	10
B-18	Transformers	30	-
B-19	Electrical Equipment Support	30	-
B-20	Control Building	40	10

1. Minimum rock coring footage if auger refusal in bedrock is encountered prior to minimum boring depth. Coring may be terminated early if minimum boring depth is achieved and core length is 10 ft or greater.

The CONSULTANT shall locate the borings in plan from coordinates to be provided at a later date for the locations indicated on the Preliminary Boring Location Plan. The use of GPS equipment is permissible, provided that the location accuracy is within three feet (i.e. sub-meter accuracy). Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. Offsets shall not exceed 10 feet from the original location unless approved by the ENGINEER. When borings are offset from their proposed locations, the offset distance, direction and elevation shall be noted on the logs. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and determining locations of utilities in the vicinity of the actual boring locations with OWNER and local agencies

The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and determining locations of utilities in the vicinity of the actual boring locations with OWNER and local agencies.

5. BORING METHODS

Borings shall be advanced with drilling methods that minimize the potential for disturbance, sloughing, or mixing of materials within soil samples. When water is encountered within a hole in cohesionless material, rotary wash drilling methods with bentonite or polymer slurry shall be used, in

which positive head is maintained within the hole. Water levels encountered as well as the method used in advancing drilling shall be indicated on the respective boring logs or within the Report.

Where rock core samples are obtained, the boring logs shall include detailed information regarding the rock types, rock formations, degree of hardness, extent of weathering, percentage of recovery, and Rock Quality Designation (RQD) values.

Backfill all borings, after water level measurements, with cement-bentonite grout (or in general accordance with the specific requirements of applicable federal, state, and/or local agencies). The backfill material and technique shall be noted on the boring logs.

6. SAMPLING

Samples shall be obtained from the borings at regular intervals and at soil layer interfaces where material characteristics change. Obtain samples at 2.5 feet intervals down to 10 feet and 5 feet intervals beyond by the following methods:

a. Split-Barrel Sampler (SPT) or Ring-Lined Barrel Sampling in cohesionless soils (sands, gravels) and hard soils; D1586 or D3550.

b. Thin-Walled Tube (Shelby) in cohesive soils (silty clays, sandy clays, and material with adhesive binder); D1587.

c. Obtain bulk samples of the near-surface materials for compaction testing.

d. If applicable, obtain continuous rock core samples and store in core boxes in accordance with ASTM D2113. Take color photographs (35mm or digital) of each complete core box for inclusion in the Report.

Practical refusal of the sampler shall be defined as a minimum of 50 blows for one inch when within the first six inches of the sampler penetration, and 50 blows for six inches or less when the sampler penetration exceeds six inches.

Provide hammer calibration, and blow count correction to obtain standard N_{60} value, if an automatic hammer is utilized. Note on the logs what type of hammer is utilized (rope and cathead, or auto hammer and relative energy).

Obtain calibrated hand-held pocket penetrometer and/or torvane readings on all cohesive samples in the field. Seal samples to prevent disturbance and moisture changes and transport to the laboratory for testing.

7. FIELD RESISTIVITY SURVEY

Eight field resistivity surveys shall be performed. The survey shall be completed in an area that is not influenced by the presence of overhead EHV transmission lines, underlying storage facilities, underground utilities or other obstructions that would impact the results of the survey. The survey

shall be conducted along two (2) perpendicular lines (N-S and E-W) centered at the locations noted. For each line, readings shall be taken with "a" spacings of 2.5, 5, 10, 20, 50, 100, 150, and 200 feet. The values reported for each "a"-spacing shall include current, potential, and apparent resistivity, reported in Ohm-cm. Field resistivity survey locations will be provided at the time of the investigation. Indicate the specific location of the resistivity survey on the boring location plan provided in the Report.

8. LABORATORY TESTING

Laboratory tests shall be assigned and performed by the CONSULTANT to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility and compaction characteristics. Perform laboratory testing consistent in quantity and quality with local geotechnical engineering practice to provide the information for the foundation recommendations required in the Report. The quantity of tests to be performed shall be determined by the CONSULTANT and will be dependent upon type of soil and/or bedrock encountered during drilling and sampling and in consideration of foundation types that may be required for the proposed structures. The CONSULTANT shall contact the ENGINEER to discuss the scope of the laboratory testing program prior to its commencement. Laboratory tests may include, but are not limited by, the tests listed below:

a. Moisture Content
b. Dry Unit Weight
c. Sieve Analyses
d. Percent Finer than No. 200 Sieve
e. Atterberg Limits
f. Unconfined Compression – Soil (Although pocket penetrometer test results can be used to support unconfined compression strength results, they shall not be used exclusively to establish design recommendations for cohesive soils.)
g. Unconfined Compression - Rock
h. Swell Pressure *(See additional requirements in Section 9.b below)*
i. Consolidation
j. Compaction Characteristics (Standard Proctor Test)
k. Chemical Analyses
   (1) pH
   (2) Soluble Sulfates
   (3) Chloride Ion
   (4) Electrical Resistivity
   (5) Redox Potential
   (6) Sulfides

9. SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

The CONSULTANT shall prepare a Report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, results of the infiltration testing, results of the field resistivity survey, final boring logs with a boring location plan, and results of the laboratory testing program. The Report shall also contain geotechnical recommendations for the design and construction of foundations and earthwork for the proposed project.

The Report shall be prepared under the direction of a Registered Professional Engineer in the State of Kansas. The Report shall be signed and sealed in accordance with applicable state regulations. An electronic (pdf format) copy of the draft Report shall be made available for review by the ENGINEER. Following receipt and incorporation of comments from ENGINEER regarding draft Report, two (2) additional unbound printed copies, as well as an electronic copy (pdf format) of the final Report shall be provided to the ENGINEER. If required by the OWNER or ENGINEER, the CONSULTANT shall make available upon request all documented calculations to the ENGINEER.

The following is a listing of major items, which shall appear in the Report:

a. Subsurface Conditions
Subsurface conditions encountered at the site shall be discussed, based upon stratigraphic sequence observed and local geology. Figure(s) shall be provided displaying soil borings and generalized cross section(s). A general description of the engineering properties or parameters determined from the investigation and applied to foundation recommendations shall be provided. Prevailing groundwater elevations observed and those recommended for design shall be noted.

b. Geology and Geologic-Seismic Hazards
Perform a review of geologic information and provide a discussion of site geologic-seismic conditions that may impact the proposed development, considering the geologic setting, geologic materials, groundwater conditions and faults. Provide a discussion of the potential geologic-seismic hazards in the vicinity of the site which may impact the project; including seismicity, fault rupture, landslides, dispersive or collapsible soils, flooding, tsunamis, seiches, inundation, scour and subsidence, as applicable to the site. An evaluation of the applicable geologic-seismic hazards shall be made and special design features required to resist or reduce these tendencies shall be discussed.

Provide a discussion of the potential for seismic-induced soil liquefaction hazards in the vicinity of the site which may impact the project; including liquefaction, seismic-induced settlement, and lateral spreading. Provide recommendations for seismic soil profile information in accordance with IBC (2012).

An evaluation of the potential of subgrade materials to develop karst features, solution channels or sinkhole formations shall be made and special design features required to resist or reduce these tendencies shall be discussed. The CONSULTANT shall define and

discuss the relative risk for sinkhole development and/or the presence of voids within the subsurface materials encountered at the Project Site.

An evaluation of the expansive (swelling), dispersive, or collapsing nature of subgrade materials shall be made and special design features required to resist or reduce these tendencies shall be discussed.

Soils at the site may exhibit expansive characteristics. If this is the case, the Consultant shall perform a sufficient number of swell potential tests to adequately characterize the site's active zone. When applicable, this shall include performing a ***minimum*** of four (4) Single-Point Wetting-after-Loading Tests (ASTM D4546-14, Method B) on samples from a similar depth within the active zone. Samples should be tested at a range of confining pressures to permit evaluation of the swell pressure on relatively undisturbed soils. If moisture conditioning and re-use of the on-site soils is recommended, testing should be performed on reconstituted specimens duplicating compaction conditions per ASMT D4546-14, Method A. All samples that have ASTM D4546-14 testing performed shall have soil laboratory testing conducted to establish USCS classification of the sample (e.g. Atterberg limits, percent finer than No. 200 sieve, etc.) Samples tested should be representative of the expansive materials found throughout the investigation area. When ASTM D4546-14 testing is anticipated the CONSULTANT shall discuss the scope of the testing with the ENGINEER prior to testing.

c. Previous Construction Activity
A discussion of previous construction activity shall address any existing fills or subsurface openings (including surface or underground mining), if applicable.

d. Existing Fill (if present)
Outline the engineering properties of any existing fills in regard to foundation design.

e. Grading Recommendations
Provide grading recommendations taking into consideration conceptual grading plan for the site. If overexcavation of unsuitable materials and structural backfill appear warranted, provide vertical and horizontal extent of the overexcavation and structural backfill. Minimal grading in the vicinity of the project is currently anticipated, with cuts of five (5) feet or less and fill heights of two (2) feet or less.

f. Compaction Requirements
Provide general criteria for acceptable fill material and address whether the available borrow material on site is suitable for general or structural fill. Provide recommendations for material usage at the site in regard to placement and compaction requirements, as well as any recommended treatment. Compaction criteria, including acceptable gradations, moisture control, compactive effort, and need for proofrolling shall be discussed, including criteria for both granular and cohesive fill, if applicable.

g. Foundation Design

The Report prepared by the CONSULTANT will be used by the ENGINEER for design and sizing of stable foundations for the proposed structures and to estimate foundation costs. To accomplish this task, provide recommendations in regard to the suitable foundation type for each structure as well as allowable loading capacities for vertical compression, uplift loading, and horizontal loading for each type of shallow and/or deep foundation under normal and seismic loading conditions. All factors of safety utilized in developing the allowable load capacities shall be outlined in detail.

At this time, major structures and structures sensitive to vertical movement for the proposed project are anticipated to be founded on deep foundations (piling and/or drilled shafts). Design parameters for deep foundations shall include appropriate type of foundation, minimum embedment lengths, and ultimate skin friction and end bearing values for compression and uplift for each soil or rock stratum encountered. Provide appropriate factors of safety to utilize in design. Provide estimated settlement for deep foundations including group and individual settlement of piles. Provide a discussion of and provide a means to evaluate group effects on the vertical capacities, settlement, and lateral capacity of the piles. Provide a generalized stratigraphic profile for the site which defines the depths and/or elevations for the interfaces and changes in soil and rock materials and water conditions. If applicable, discuss the requirements or constructability of belled drilled shafts in soil or the use of shear rings in rock to increase axial and uplift capacities. For each layer of the stratigraphic profile, provide lateral design parameters for use in the computer program LPILE v2013, which uses p-y curves based on research by Matlock and Reese. At a minimum, the LPILE design parameters shall include the recommended soil model type, effective unit weight, cohesion or friction angle for each soil stratum encountered, and the water level for design. For strata which are to be modeled as strong rock, these parameters shall include unit weight and unconfined compressive strength. For strata which are to be modeled as weak rock, parameters shall include unit weight, unconfined compressive strength, RQD, Young's modulus, and axial strain at 50 percent of the unconfined compressive strength. If the depths or elevations of stratigraphic layers vary substantially across the site, the CONSULTANT shall identify the extent of variability, both vertically and horizontally across the site, and provide the subsurface parameters defined above for each respective stratigraphic profile.

Lightly loaded structures and/or equipment pads may potentially be supported on shallow foundations. Some structures for the proposed project may be founded on shallow foundations. Design parameters for shallow foundations shall include net allowable bearing pressure and resistance to sliding at the anticipated bearing depths. The possibility of allowing for overstressing to shallow foundations under short sustained seismic or wind live loads shall be addressed. Provide recommendations for resistance to uplift and lateral loads, such as passive earth pressures or sliding friction. Provide recommended design groundwater level for determination of buoyancy and means to resist buoyant forces. Provide the modulus of subgrade reaction for soils supporting mat foundations. Also, total and differential settlement estimates shall be provided for each foundation type. If loose random fills or soft subgrade soils are encountered, requirements

for overexcavation and replacement of these materials shall be provided.

Minimum cover for frost depth shall be noted. Information provided for structures requiring overexcavation and replacement of subgrade materials shall include distances or extent of limits and depths to which overexcavation and structural backfill will extend. Figure(s) shall be provided for clarity of proposed dimensions.

h. Lateral Earth Pressures
Lateral earth pressures shall be provided for below grade vertical walls both of the flexible and rigid type. At this time, no significant below grade construction is anticipated, however some short retaining walls may be required to establish required grades. It is preferred that the lateral earth pressures be provided as equivalent fluid pressure values, however, equations may be developed for the same. Any assumptions relating to the construction method or type of backfill shall be outlined in detail (i.e. granular, cohesive, drained or undrained conditions). Active, passive, and at-rest coefficients used in determining these pressures shall be noted.

i. Slope Stability and Excavations
Address the recommended inclination of both temporary excavation and permanent slopes. Identify OSHA soil types and address any temporary slopes required for excavation and the need for sheeting and shoring.

j. Excavation Requirements
Address the excavatibility of the soils and rock that may be exposed during foundation excavation and site grading. The effort and type of equipment utilized to perform excavations is dependent upon the size and depth of the excavation. Thus, the discussion shall be in regard to the structures described, as well as utility trenches.

k. Dewatering
Conditions present at the site requiring groundwater control, dewatering, or surface drainage during excavation and construction shall be discussed. Anticipated types of dewatering shall be described along with extent or time of operation. Special consideration to exposed subsoils within the bottom of excavations during construction shall be addressed.

l. Corrosion Potential and Chemical Attack to Concrete
An evaluation of representative subsurface materials shall be performed to provide laboratory test results for chemical constituents; specifically pH, chloride ion, soluble sulfates, and electrical resistivity; as well as redox potential and sulfides. These parameters are required to evaluate the potential for corrosion of underground piping, for design of grounding, and for selection of cement type to resist potential sulfate attack. The CONSULTANT shall provide recommendations on cement type for concrete in contact with soil to resist chemical attack. CONSULTANT'S local experience and expertise regarding general corrosion potential may be applied to evaluate the potential for corrosion at the Site in lieu of the laboratory testing for evaluation of corrosion potential, as long as

CONSULTANT'S experience and expertise is well established for the applicable site area.

m. Pavement Design
Provide recommendations for subgrade preparation in areas requiring paving as well as pavement design recommendations. The report shall provide a design CBR value, the modulus of subgrade reaction, k, the resilient modulus, M_R, and the undrained shear strength values for the near surface soils and soils at the anticipated final grade.

10. PROPOSAL SUBMITTALS

The CONSULTANT shall submit a "not-to-exceed" cost proposal and schedule for performance of the field investigation, laboratory testing program, and the preparation of the Report for the proposed Project. ***The cost proposal shall contain a Schedule of Fees with detailed units and unit costs associated with the proposed field investigation and laboratory testing program***. Engineering and Report preparation shall be priced as lump sum items. Proposals shall also include a standard rate sheet for construction material testing services.

Resumes of proposed geotechnical staff to work on the project shall be submitted with the proposal information. Proposal information shall include a list of drilling equipment showing make/model, age and mechanical condition of each rig along with identifying the availability of drill rigs suitable for the anticipated drilling conditions and proposed types of sampling. Proposal information shall include the names and qualifications of any subcontracted drilling and/or laboratory testing firms to work on the project.

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End of Technical Guidelines

SUBSURFACE INVESTIGATION and GEOTECHNICAL REPORT SERVICES

RFQ RANKING SHEET

Ranked By: Tim Sobieraj, Paul Barker, Chris Guggino, Jake Kuntz

EVALUATION CRITERIA

Evaluation Criteria	Maximum Points	Geotechnology Score	GSI Score	Kleinfelder Score	Olsson Score	PEC Score	PSI Score
Responsiveness: Quality and completeness of the response to the Request for Qualifications	10	**10**	**10**	**10**	**10**	**10**	**10**
Experience: Respondent's credentials and experience in providing services	10	**10**	**10**	**10**	**10**	**10**	**10**
Cost: Total Cost of servies being provided.	80	$ 39,000.00 **#VALUE!**	$29,650 ** **#VALUE!**	$ 34,239.00 **#VALUE!**	$ 44,707.50 **#VALUE!**	$ 41,900.00 **#VALUE!**	$ 39,906.00 **#VALUE!**
	TOTAL POINTS 100	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**

Recommendation of Award: Based on the evaluation criteria provided in the Reques for Proposal, and as summarized herein, it appears that GSI is the highest scoring respondent. It is recommended that GSI be awarded the contract to provide professional geotechnical and subsurface investigation services.

** Cost plus adder for any hazardous materials.

City of Coffeyville
102 W. 7th Street
P.O. Box 1629
Coffeyville, KS 67337
Phone: 620-252-6128

TITLE-SIGNATURE PAGE
REQUEST FOR PROPOSALS

The City of Coffeyville, Kansas, invites you to submit a proposal to provide professional engineering services to complete a subsurface investigation and geotechnical report.

Four (4) SIGNED PROPOSALS

Plus one (1) unbound copy for a total of five (5) copies

MUST BE RECEIVED BY: 2:00 P.M. (CST) on January 21, 2015

PLEASE MARK YOUR SEALED PROPOSAL "Reciprocating Engine Power Plant: Subsurface Investigation and Geotechnical Report" AND SEND IT TO:

City of Coffeyville

Attention: Cindy Price, City Clerk
11 E.2nd St.
P.O. Box 1629
Coffeyville, KS 67337

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

GSI Engineering, LLC	David A. Edwards, P.E.
Company Name	Authorized Person (Print)
4503 E. 47th Street South	David Edwards
Address	Signature
Wichita, KS 67216	Senior Vice President
City/State/Zip	Title
(316) 554-0725 (316) 554-0744	January 27, 2015 45-4983447
Telephone # Fax #	Date Tax ID #
dedwards@gsinetwork.com	Limited Liability Company
E-mail	Entity Type

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JAN 28 2015
CITY CLERK

DOCUMENT 009100 - ADDENDUM NO. 1

Issued to all Bidders:

Date: January 16, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

This addendum forms a part of the Bid described above. The original Bidding documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: GSI Engineering, LLC

By: David Edwards

Date: January 27, 2015

RECEIVED
JAN 28 2015
CITY CLERK

DOCUMENT 009100 - ADDENDUM NO. 2

Issued to all Bidders:

Date: January 21, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

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Bidder: GSI Engineering, LLC

By: David Edwards

Date: January 27, 2015

GSI Engineering
A division of Alt & Witzig Engineering

4503 E. 47th St. S.
Wichita, KS 67210
(316) 554-0725 tel
(316) 554-0744 fax
www.gsinetwork.com

January 27, 2015

RECEIVED
JAN 28 2015
CITY CLERK

Ms. Cindy Price
City of Coffeyville
11 East 2nd Street
Coffeyville, KS 67337

SUBJECT: Proposal for Geotechnical Engineering Services
Reciprocating Engine Power Plant
Coffeyville, Kansas
GSI Proposal P157019

Dear Ms. Price:

GSI Engineering, LLC (GSI) is pleased to present this proposal to provide the geotechnical engineering services for the above-referenced project. This proposal is based upon a preliminary understanding of your requirements as stated in your request for proposal (RFP) issued January 8, 2015 as well as addenda posted on January 16 and 22, 2015.

GSI is committed to providing a high level of service to its clients. If a change in the proposed scope of work is requested, we are prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions beyond that which is described in this proposal may result in additional risks assumed by you and may require adjustments to our fee.

PROJECT DESCRIPTION

The proposed project will be located in Coffeyville, Kansas. We understand the development will consist of a new reciprocating engine power plant. Components of the power plant will include the generating units, cooling towers, exhaust stacks, transformers, substation equipment, storage tanks, control and maintenance buildings, and associated pavements.

Based on the Load Summary Table provided in the RFP, we understand vertical column loads will range from 5 to 75 kips, with mat and continuous wall loads ranging from 400 to 2,500 pounds per square foot (psf). Because allowable differential settlements must be limited to less than ½ of an inch, we understand the majority of the facility components are expected to be supported on deep foundations.

We understand site grading required to bring the various equipment/structure areas to the desired elevation will be include up to 5 feet of cut and up to 2 feet of fill.

QUALIFICATIONS

GSI has provided geotechnical engineering services for many projects similar in scope and

nature to the current project. These projects required recommendations for mat foundations, reciprocating/vibrating machinery, electrical substation equipment, laterally loaded drilled shafts/deep foundations, and large-diameter storage tanks. We have included more detailed descriptions of three such projects with this proposal.

We have included a resume for Mr. Tom Kettler, P.E., who will be the primary professional assigned to this project. He will be on-site full time to direct the drilling program and classify the soil samples collected. He will also develop the necessary laboratory testing program, perform analyses, and prepare the final report and recommendations. We have also included a resume for Mr. Dave Edwards, P.E. He will assist Mr. Kettler with analysis and report/data review.

EQUIPMENT

GSI intends to utilize one of three drill rigs listed below for this project. Each rig is capable of achieving the required exploration depth using augers, mud rotary, or NQ2 rock coring methods.

- 1990 CME 75 mounted on a 2009 International truck
- 1978 CME 55 mounted on a 2012 International truck
- 1982 CME 55 mounted on a Morooka 1500 rubber-track all-terrain carrier

GSI also operates an electric Seismic Cone Penetrometer Testing (SCPTu) rig that we believe may be a useful tool in this exploration. For this project, the primary purpose of the SCPT would be to directly measure the seismic shear wave velocity of the overburden soils. These measurements would allow us to refine the IBC Seismic Site Classification and quantify soil response to vibrating machinery. The data collected from CPTu soundings also presents a continuous subsurface profile and can help further refine foundation design parameters. We note however, that the CPTu probe cannot penetrate bedrock. We have included a unit rate for performing CPTu soundings. No additional engineering time would be required if CPTu soundings are performed.

GSI performs active and preventative maintenance on all of our drill rigs and vehicles. We take pride in providing equipment that is clean and well maintained.

SCOPE OF SERVICES

GSI will request a utility clearance through Kansas One-Call. GSI will coordinate with the client to locate and mark nonmember utilities or private utilities not located by Kansas One-Call. Provided the former measures are taken, GSI is not responsible for loss or damage resulting from unmarked utilities.

We will stake borings in the field using a hand-held GPS unit with an accuracy greater than 2 feet. The top of boreholes will be surveyed by the drill crew relative to a common on-site point.

We propose to explore the subsurface conditions at this site by drilling a total of 20 borings to the depths outlined in Table 1 of the RFP. We anticipate competent shale and limestone bedrock will be encountered between 20 and 30 feet below current site grades. Upon encountering auger refusal, we will continue the 11 borings identified in Table 1 using rock coring techniques.

Logs of the subsurface conditions encountered in the borings will be recorded by a

geotechnical engineer at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis. Rock cores will be photographed in the field and placed in wax-lined cardboard core boxes for transportation to the laboratory.

Field resistivity measurements will be made by the on-site geotechnical engineer using the Wenner 4-pin method with pin spacings of 2.5, 5, 10, 20, 50, 100, and 200 feet.

We anticipate that the laboratory testing program may include the following tests:

- Moisture Content (ASTM D2216).....80
- Unconfined Compression, Soil (ASTM D2166).....15
- Atterberg Limits (ASTM D4318).....10
- No. 200 Sieve Wash (ASTM D1140).....10
- Consolidation (ASTM D2435, without time rates).....1
- Swell (ASTM D4546).....4
- Moisture-Density Relationship (ASTM D698).....1
- Chemical Analyses (Chlorides, Sulfates, Sulfides, pH, Redox).....2
- Unconfined Compression, Rock (ASTM D7012).....5

The actual type and number of tests will depend on the soil conditions we encounter.

Based on the findings of the field and laboratory programs and engineering analyses, we will provide opinions and recommendations regarding the following and as outlined in the RFP:

- Subsurface soil conditions, including depth and consistency of soil and rock strata;
- Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
- Seismic Site Classification per IBC Section 1613;
- Site grading, including a discussion of anticipated excavation requirements;
- Cement type for corrosion/chemical degradation resistance;
- Shallow foundation depth, allowable bearing pressures, estimated settlements, lateral load resistance, and modulus of subgrade reaction for mat foundations;
- Deep foundation parameters including allowable skin friction and end bearing and lateral loading parameters for p-y curve generation in the LPile design program;
- Treatment and/or removal of unsuitable bearing soils, if encountered;
- Empirical lateral earth pressure coefficients;
- Slab-on-grade construction;
- Excavation and trenching considerations;
- Suitability of on-site material for structural fill; and
- Structural sections for concrete and asphalt pavements.

We will present our opinions and recommendations in a written report which will include a map of the boring locations, logs of the explorations and laboratory test results. We will submit an

electronic copy (pdf format) of the preliminary report, as well as an electronic copy and two unbound hard copies of the final report.

SCHEDULE

We can begin the geotechnical exploration within approximately 5 to 7 working days after your written authorization to proceed (weather permitting). We understand a preliminary report is required within 31 calendar days from written authorization to proceed, with a final report delivered within 42 calendar days. Based on the scope of service presented in the RFP and this proposal, we anticipate completion of the preliminary and final reports within 31 and 42 calendar days, respectively.

FEES AND CONDITIONS

We understand our services will be performed in accordance with the standard Coffeyville Municipal Light & Power Professional Services Agreement provided in Addendum 2 of the RFP. The fees for the geotechnical engineering services described herein are included on the attached Estimated Quantities and Fee Schedule, with a not-to-exceed cost of $25,430.00. Our not-to-exceed cost is based on the following assumptions:

- The site is accessible to a standard truck mounted drilling rig;
- The specified coring length is a portion of the minimum boring depth as outlined in the RFP; and
- All borings will be plugged with bentonite, regardless of depth.

State law in Kansas requires that a licensed well driller properly plug all geotechnical explorations that encounter groundwater or extend past a depth of 25 feet. Plugging must consist of bentonite, cement grout, concrete grout, or neat cement. As noted above, our not-to-exceed price includes the costs associated with all borings. However, the plugging costs associated with the 15-foot deep borings will only be assessed if we encounter groundwater.

If any significant changes are made in the location or proposed construction as described above, or if the encountered soil conditions are significantly different from those anticipated, additional study and analyses or more or deeper field exploration may be required. Any work required beyond the scope of that proposed above will be undertaken only after receiving your prior authorization and after an adjustment has been made to our fee to cover the additional work.

LIMITATIONS

The proposed exploration described herein specifically excludes the assessment of environmental characteristics, particularly those involving hazardous and/or toxic substances. A separate or concurrent environmental assessment may be appropriate prior to construction. We would be pleased to prepare a proposal for these services if requested. In the event that obviously suspicious subsurface materials are encountered visually or by odor in the field explorations, we will immediately terminate the explorations and notify you regarding the situation.

During the course of the performance of GSI's services, hazardous materials may be discovered. GSI will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site or from the discovery of such hazardous materials.

CLOSURE

GSI appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or need additional information, please contact GSI's Wichita office.

Respectfully submitted,
GSI Engineering, LLC

Thomas C. Kettler, Jr., P.E.
Senior Engineer

David A. Edwards, P.E.
Principal Engineer

TCK/DAE

Attachments: Estimated Quantities and Fee Schedule (1); Relevant Project Descriptions (1); Personnel Resumes (2)

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GSI

GSI ENGINEERING, LLC
ESTIMATED QUANTITIES & FEE SCHEDULE
COFFEYVILLE RECIPROCATING ENGINE POWER PLANT
GSI PROPOSAL P157019
JANUARY 27, 2015

Type of Service	Estimated Quantity	Unit Charge	Estimated Cost
FIELD SERVICES			
Mobilization/Demobilization, Truck Mounted CME 55 or 75	1	$ 720.00 /trip	$ 720.00
Mobilization/Demobilization, Support Vehicle	1	$150.00 /trip	$ 150.00
All-Terrain Drill Rig Surcharge	0	$750.00 /ls	0.00
Drilling (Samples @ 2.5' intervals to 10', @ 5' thereafter)	585	$ 10.00 /foot	$ 5,850.00
Rock Coring	170	$ 37.00 /foot	$ 6,290.00
Borehole Plugging	755	$ 3.00 /foot	$ 2,265.00
Per Diem (3 Man Crew)	6	$ 360.00 /day	$ 2,160.00
Seismic CPT Soundings	0	$ 9.00 /foot	0.00
Standby (Per Crew)	0	$ 250.00 /hour	0.00
LABORATORY SERVICES			
Moisture Content (ASTM D2216)	80	$ 5.00 ea	$ 400.00
Percent Passing No. 200 (ASTM D1140)	10	$ 30.00 ea	$ 300.00
Atterberg Limits (ASTM D4318)	10	$ 45.00 ea	$ 450.00
Unconfined Compressive Strength of Soil (ASTM D2166)	15	$ 30.00 ea	$ 450.00
Unconfined Compressive Strength of Rock (ASTM D7012)	5	$ 45.00 ea	$ 225.00
Standard Proctor (ASTM D698)	1	$ 120.00 ea	$ 120.00
One-Dimensional Consolidation (ASTM D2435)	1	$ 200.00 ea	$ 200.00
One-Dimensional Swell (ASTM D4546)	4	$ 100.00 ea	$ 400.00
Chemical Analyses (pH, Sulfates, Sulfides, Chlorides, Redox)	2	$ 150.00 ea	$ 300.00
PROFESSIONAL SERVICES			
On-Site Geotechnical Engineer (Logging & Resistivity)	6	$ 700.00 /day	$ 4,200.00
Engineering Analysis & Report	1	$ 950.00 /ls	$ 950.00
		Not-to-Exceed Cost:	**$ 25,430.00**

GSI

Project Experience

- **Tenawa Natural Gas Processing Plant, Haven, Kansas.**
  The Tenawa Natural Gas Processing Plant is a 7 acre facility able to process 1.8 billion cubic feet of natural gas per day. The plant includes multiple large turbine compressors, process towers up to 100 feet in height, equipment skids, control buildings, and an electrical substation. Based on a total of 14 borings and seismic cone penetration test (SCPT) soundings, GSI provided recommendations for shallow foundations and auger cast-in-place (ACIP) pile deep foundation elements. Data collected from SCPT soundings were utilized to provide dynamic soil properties as well as an improved IBC Seismic Site Classification. GSI also performed electrical resistivity measurements at the site.

- **National Cooperative Refiners Association (NCRA) Coker Replacement Project, McPherson, Kansas.**
  This nearly half-billion dollar project centered on the replacement of the coke processing drums at the NCRA Refinery. To accommodate the new drums, many additional projects were required, including several new process areas/facilities, product storage tanks, pipe racks, process towers, and vibrating equipment. The services provided by GSI included nearly 50 soil borings throughout the plant ranging from 10 to 100 feet in depth, as well as recommendations regarding shallow foundation capacity and settlement (static and dynamic), settlement and subgrade modulus for large mat foundations, and extensive design charts for the lateral capacity of pipe rack drilled pier foundations.

- **Keystone XL Pipeline Pump Station, Marland, Oklahoma**
  This project was part of the multi-billion dollar crude oil pipeline extending from Alberta, Canada to the Gulf of Mexico. The large dynamic loads caused by the pumps required the collection, analysis and recommendation of seismic soil properties using MASW seismic surveys. GSI provided recommendations for shallow mat foundations, as well as vertical and lateral capacity recommendations for ACIP piles, drilled shafts, and driven steel H-piles. GSI also performed electrical resistivity measurements at the site.

Thomas C. Kettler, Jr., P.E.

Senior Geotechnical Engineer

Education

B.S., Civil Engineering
University of Nebraska-Lincoln

Registration

Professional Engineer, Kansas
Professional Engineer, North Dakota
Professional Engineer, Nebraska
Professional Engineer, Oklahoma
Professional Engineer, Colorado
Professional Engineer, Iowa

Professional Experience

GSI Engineering / Geotechnical Services, Inc.
Wichita, Kansas
2008-Present

Geotechnical Services, Inc.
Lincoln, Nebraska
2004-2008

Training

Nuclear Testing Equipment Training–Gauge Operation and Radiological Safety
Deep Foundation Dynamic Testing and Analysis
Design of Foundations for Dynamic Loads
BNSF Contractor Training
KDOT – Concrete Field Inspector
First Aid/CPR/AED
Class B Commercial Driver License

Membership

American Society of Civil Engineers
ASTM International

Professional Experience

Mr. Kettler is a senior geotechnical engineer responsible for project management, analyses of soils data and preparation of engineering reports. His experience includes a variety of public and private projects. Mr. Kettler has field experience in drilling, sampling, and logging soil borings; quality control testing of soils and fresh concrete; and other quality control inspection and observation. He also has field experience in seismic CPTu, conventional seismic surveys, pressuremeter (PMT), and field resistivity measurements. His laboratory experience includes testing of soils, aggregates and Portland cement concrete.

Related Project Experience

- **National Cooperative Refiners Association (NCRA) Coker Replacement Project, McPherson, Kansas.**
  This nearly half-billion dollar project centers around the replacement of the coke processing drums at the NCRA Refinery. To accommodate the new drums, many additional projects were required, including several new process areas/facilities, product storage tanks, and pipe racks.
  Mr. Kettler provided field services and engineering recommendations for nearly all projects associated with the coker replacement. The services provided by GSI included shallow foundation capacity and settlement, settlement and subgrade modulus for large mat foundations, and extensive design charts for the lateral capacity of pipe rack drilled pier foundations. Mr. Kettler continues to provide recommendations and support as the project progresses.

- **Keystone XL Pipeline Pump Station, Marland, Oklahoma**
  This project was part of the multi-billion dollar crude oil pipeline extending from Alberta, Canada to the Gulf of Mexico. The large dynamic loads caused by the pumps required the collection, analysis and recommendation of seismic soil properties. Mr. Kettler worked on all aspects of the pre-construction phases, including scheduling field operations, ensuring compliance with project safety regulations, logging soil borings, performing seismic & resistivity tests, performing laboratory tests of collected samples, performing data analysis and compilation of the report.

- **Broadway Street Bridge Replacement, Wichita, Kansas**
  This project involved the replacement of an urban roadway bridge over an existing railway. The subsurface exploration included standard auger borings, direct-push probe borings, CPT soundings, and rock coring. Mr. Kettler provided recommendations for large-diameter drilled shaft bridge piers, bridge abutments, shallow foundations, detention pond construction, retaining walls, and embankments. Analyses included embankment settlements, slope stability, global retaining wall stability, drilled shaft and pile capacities/settlements, pile driveability.

- **Grain Storage Bins, Kansas, Oklahoma, and Nebraska**
  Mr. Kettler directed the subsurface exploration and laboratory testing program for several large-diameter (90 to 130 feet) grain storage bins at various locations in Kansas, Oklahoma, and Nebraska. Mr. Kettler provided shallow mat and ring foundation design incorporating bearing capacity and settlement analyses as well as auger cast in place pile foundations.

- **Prairie Wind Transmission Wichita to Woodward Transmission Line, South Central Kansas.**
  This project comprised a new 109-mile double-circuit 345 kV transmission line extending from Colwich, Kansas to the Kansas-Oklahoma border near Hardtner, Kansas. GSI was responsible for developing soil engineering properties for use in the LPILE design program and providing recommendations for drilled shaft and direct-embed pole foundations. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work.

- **Mid-Kansas Electric Cooperative (MKEC) Lancer Substation**
  This project comprised the construction of a new 115-345 kV electrical substation. GSI provided inputs for the LPILE design program used to analyze lateral loading of new substation structures. GSI also provided electrical resistivity measurements and shallow foundation recommendations. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work.

- **TMK NextEra System Upgrades**
  This project involved the addition and reconfiguration of transmission structures near the existing North Fort Dodge Station and the proposed Lancer existing electrical substations to accommodate a new 115-kV transmission line. GSI provided inputs for the FAD and LPILE design program used to analyze lateral loading of new transmission structures. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work. He also performed Pressuremeter testing to provide additional input for the FAD design program.

- **Wind Farms, Kansas, Oklahoma, and Texas**
  These projects included 90 to 200 soil borings for wind turbine generators and electrical transmission lines. Mr. Kettler performed utility locates, coordinated up to four drilling crews, and was responsible for client interaction. He also performed standard and seismic CPTu soundings as well as seismic surveys throughout the projects.

- **USD 259 Northeast Quadrant K-8 School, Wichita, Kansas**
  This project is part of a bond issue passed by Wichita voters in 2008. The 20.2 million dollar project involves the construction of a new K-8 school in Northeast Wichita. The 130,000 square foot school includes an auditorium, a gymnasium designed as a FEMA storm shelter, classroom space and large parking areas. Mr. Kettler's role was that of project engineer.

- **Sunflower Electric Substation Additions, Various Kansas Locations**
  These projects involved additions to existing electrical substations. GSI provided inputs for the LPILE design program used to analyze lateral loading of new substation structures. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work.

- **Geotechnical Exploration and Construction Material Testing, Various Locations**
  Mr. Kettler has served as project manager/engineer for over 200 small to large commercial, industrial, educational, agricultural, health care, and infrastructure facilities/projects.

David Edwards, P.E.
Principal Engineer/ Vice-President

Education
B.S., Civil & Environmental Engineering Clarkson University

A.S., Engineering Science Broome Community College

Registration
Professional Engineer, Vermont
Professional Engineer, New York
Professional Engineer, Pennsylvania
Professional Engineer, Kansas
Professional Engineer, Oklahoma
Professional Engineer, Missouri
Professional Engineer, Texas

Professional Experience
GSI/Geotechnical Services, Inc.
Wichita, Kansas
2001-Present

Kansas State University
Salina, Kansas
2001-Present

Atlantic Testing Laboratories, Limited
Canton, New York
1989-2001

Training
ACI Concrete Design, Specification, Construction and Problem Resolution
ASTM Symposium on Deep Foundations
Large Scale Direct Shear Testing of Soils and Geosynthetics
Cornell University Design and Construction of Drilled Shaft Foundations
TRI Environmental Geosynthetic Materials Training Program

Certifications
PCI Level I & II Precast/Prestressed Concrete Inspector
American Concrete Institute Grade I, Quality Control Technician
NETTCP Soil & Aggregate Inspector
NETTCP Bituminous Plant Inspector
NICET Level II Geomembranes
National Groundwater Association – Certified Well Driller
KDOT – Soils Field
KDOT – Concrete Field Inspector
First Aid/CPR/AED

Professional Experience
Mr. Edwards is a principal engineer with more than 20 years of experience. He is responsible for designing and implementing subsurface investigation programs, geotechnical engineering evaluations, construction materials quality control and quality assurance programs, environmental consulting and wetland projects. Mr. Edwards' project experience includes public and private projects in the fields of geotechnical, civil, environmental and forensic engineering, construction materials testing, and bridge inspection, as well as Superfund experience. He continues to provide educational programs to regulatory agencies on a variety of topics.

Related Project Experience

- **Geotechnical and Materials Testing Contract, Kansas Department of Transportation – Statewide**
  Project engineer and technical director for a statewide testing service that includes the performance of geotechnical investigation programs and geotechnical laboratory analysis in support of the Kansas Department of Transportation Bureau of Materials and Research. Mr. Edwards has been involved with this project for over five years. Projects involve investigations for proposed road alignments and bridge structures.

- **Grand Prairie Hotel & Splashdown Water Park – Hutchinson, Kansas**
  Project engineer for the geotechnical engineering and construction materials quality control for the construction of a convention center and indoor water park. This project involved the construction of an indoor water park in an existing structure and required stabilization of interior columns immediately adjacent to pool excavations.

- **BNSF Railroad Capacity Improvement – Texas to Kansas**
  Project engineer responsible for the geotechnical investigation and engineering for the expansion of BNSF rail lines from Texas to Kansas. The project included geotechnical engineering for deep foundation systems on over fifty bridges. Materials engineering services were also provided during the construction phase of the projects.

- **Cornejo & Sons C&D Landfill – Wichita, Kansas**
  Project engineer for the preparation of the landfills operating plan, construction quality control plan and post-closure plan.

- **Kingsbury Park/Brooks Landfill Hydrogeologic & Slope Stability Analysis – Wichita, Kansas**
  Project engineer for the geotechnical analysis of slopes for the design of a 210 acre lake to be constructed adjacent to the existing Brooks landfill. The project included extensive hydrogeologic and geotechnical evaluations for both the proposed lake and the existing landfill.

- **Municipal Water Supply, Garden City, Kansas**
  Project engineer responsible for the geotechnical investigation and engineering evaluation of the proposed site of a municipal water supply. The project includes the construction of 160-ft.- diameter water storage

Professional Affiliations
ASTM Committees D-18 & C-09
American Concrete Institute
Associated General Contractors
National Ground Water Association
American Institute of Architects

tanks, a treatment facility, a pump house, and associated structures and roads.

- **Geotechnical Investigations and Construction Material Testing, Various Locations**
  Project engineer/project manager for geotechnical investigations and construction materials testing performed at new and expanding sites. The projects included highways, bridges, parking garages, hydro-dam facilities, airport facilities, co-generation plants, industrial and commercial structures. The soil investigation was for the foundation design of new structures and also to evaluate the soils for new lagoons.

- **Forensic Investigations, Various Locations**
  Project engineer/project manager responsible for forensic investigations of slope failures, retaining wall failures, floor slab failures, storage tank failures, tower and silo failures, moisture intrusion problems, and structural column failures.

- **Research and Development, Various Locations, New York**
  Project engineer/project manager for five-year investigation of the effects of electrical power line construction equipment on agricultural lands. Scope included a comprehensive retrospective review of available research, field and laboratory studies on new power line construction effects, and controlled agricultural field studies on crop response to construction traffic and soil compaction.