

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 11-18-13
Re: November 21, 2013 Work Session

Please find the attached agenda and supporting documentation for the November 21, 2013 Work Session.

Item 2 – Sister Cities Advisory Board Proposal

Please find the enclosed communication from the City of Hays Sister Cities Advisory Board. Previously, the City Commission had asked the Sister Cities Advisory Board to determine what its core mission was to be. It is my understanding that several members of the Sister Cities Advisory Board will be in attendance at the work session on Thursday.

Item 3 – City Employee Health Insurance for 2014

As you are aware, City staff received the Blue Cross Blue Shield renewal for 2014 employee health insurance. The renewal resulted in a 23% increase in rates; therefore, City staff went out for competitive bids in an attempt to lower the cost. The initial round of bids did not result in a significantly lower cost, so City staff began communicating with the two bidders, Blue Cross Blue Shield of Kansas and Coventry Health Care, and exploring further options available. After much investigation, City staff received a quote from Coventry Health Care for a traditional plan very similar to the current traditional plan offered by the City of Hays that resulted in a .77% decrease from the 2013 rates. City staff is very happy with this quote and recommends approval by the City Commission.

Item 4 – Short-term Disability Insurance for 2014

City staff was in the process of receiving quotes for short-term disability insurances that is provided to all City of Hays employees. In the process of obtaining health insurance quotes from

Coventry Health Care, it was determined that the City would receive a discount on short-term disability insurance from Aetna if it were to choose to obtain health insurance from Coventry. Therefore, City staff recommends approving the low quote for short-term disability insurance from Aetna.

Item 5 – Golden Belt Estates 5th Addition Engineering Services Agreement (Danby Lane and Jagger Court)

This item is self-explanatory.

Item 6 – Public Works Building Remodel – Award of Bids

Please find the included memorandum from John Braun regarding the Public Works remodel award of bid. As you are aware, City staff has been evaluating space needs for Public Works and Utilities for several years now trying to find the most economical and comprehensive solution possible. Earlier in 2013, City staff completed Phase I of the Public Works remodel. This provided for additional office space as well as better access to the various divisions within the facility by the general public. After evaluating several other options for Utilities' and Public Works' space needs, City staff finally feels that we have a comprehensive solution.

The Utilities maintenance division is in the process of moving out of the Public Works facility. They are relocating to the former Dow Chemical property. This frees up much-needed space in the Public Works facility, but more importantly, it allows for the creation of inner-office space. The Phase II remodel being presented to you involves the reconfiguration of what was formerly internal storage space and the reconfiguration of what was formerly internal storage space into conference and break room facilities. This reconfiguration will also allow water conservation and stormwater personnel to remain in the Public Works facility. This is a key component to the long-term space needs as these two divisions need to be in an area that provides easy access for the public. I.D. Creech, Director of Public Works, and Bernie Kitten, Director of Utilities, will have detailed information on the proposed remodel as well as the long-term space needs solution at the work session on Thursday.

Item 7 – RFP for Hays Regional Airport Environmental Assessment

The City of Hays Commission, staff and passengers at the Hays Regional Airport have had a goal for many years of passenger service at the Hays Regional Airport provided by a regional jet. City staff recently learned that before any passenger service could be initiated utilizing a regional jet, the Federal Aviation Administration requires an environmental assessment be conducted. City staff solicited proposals, and is going to recommend moving forward with an environmental assessment. The bids will not be opened in time to be listed in the work session packet. City staff will have the tabulation ready for the work session on Thursday.

Item 8 – Local Bidder Preference

A few weeks ago, Commissioner Musil brought up the notion of providing a preference for local bidders. The City Commission agreed to place the item on a work session agenda for discussion.

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CITY OF HAYS
CITY COMMISSION WORK SESSION
THURSDAY, NOVEMBER 21, 2013 – 6:30 P.M.
AGENDA

1. **ITEM FOR REVIEW: [November 7, 2013 Work Session Notes \(PAGE 1\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
2. **ITEM FOR REVIEW: [Sister Cities Advisory Board Proposal \(PAGE 5\)](#)**
RESPONSIBLE PARTY: Sister Cities Advisory Board
3. **ITEM FOR REVIEW: [City Employee Health Insurance for 2014 \(PAGE 7\)](#)**
STAFF MEMBER RESPONSIBLE: Erin Giebler, Human Resources Coordinator
4. **ITEM FOR REVIEW: [Short-term Disability Insurance for 2014 \(PAGE 25\)](#)**
STAFF MEMBER RESPONSIBLE: Erin Giebler, Human Resources Coordinator
5. **ITEM FOR REVIEW: [Golden Belt Estates 5th Addition Engineering Services Agreement \(Danby Lane and Jagger Court\) \(PAGE 27\)](#)**
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
6. **ITEM FOR REVIEW: [Public Works Building Remodel – Award of Bids \(PAGE 37\)](#)**
DEPARTMENT HEADS RESPONSIBLE: I.D. Creech, Director of Public Works
Bernie Kitten, Director of Utilities
7. **ITEM FOR REVIEW: [RFP for Hays Regional Airport Environmental Assessment \(PAGE 63\)](#)**
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
8. **ITEM FOR REVIEW: Local Bidder Preference**
PERSON RESPONSIBLE: Commissioner Musil
9. **OTHER ITEMS FOR DISCUSSION**
10. **EXECUTIVE SESSION (IF REQUIRED)**
11. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

City of Hays
City Commission
Work Session Notes
November 7, 2013

Present: Kent Steward, Henry Schwaller IV, Eber Phelps, Shaun Musil, Ron Mellick, John Bird, Toby Dougherty

October 17, 2013 Work Session Notes

There were no corrections or additions to the minutes of the work session held on October 17, 2013; the minutes stand approved as presented.

Amendment to City Ordinance Regarding Water Tap Fees

Earlier this year staff reviewed all utility fees to ensure pass through costs to tap water mains and install water meters were accurate. Current fees, adopted in the mid 90's, do not reflect present costs of labor or materials. This service is generally assessed during new construction or lawn meter requests.

A proposed increase for water tap fees would charge; for example, \$1500.00 for installing a 5/8" tap and water meter, an increase from the current fee of \$440.00.

Commissioner Schwaller was not in favor of the proposal. He stated housing is too expensive and this is another fee that will drive housing costs up. He would like to see us recoup our costs through our water rates. Commissioner Schwaller believes the increase for all water users would be minimal if part of the water tap fee was incorporated into the water rates.

Commissioners agreed to put discussion of water tap fees on the agenda for the November 14, 2013 Commission meeting.

Add On Item: An Ordinance Amending City Code Regarding Ownership of Meters and Maintenance

Assistant City Manager Paul Briseno presented a revised ordinance regarding ownership of meters and maintenance. This allows the City to sell a meter directly to the contractor if a tap already exists. This ordinance will be presented to the Commission at the November 14, 2013 Commission Meeting for approval.

Amendment to City Ordinance Regarding Fees for Dogs and Cats Impounded by the Hays Police Department

The City of Hays currently has an agreement with the Humane Society of the High Plains for their shelter to provide boarding and care for animals impounded by the Hays Police Department. The City of Hays is being charged a \$15.00 impound fee as well as the \$10 /night boarding fee for a total of \$25.00 a night per animal. As per City of Hays ordinance, the Hays Police Department can only charge the pet owner \$20 per animal for impounding. If the owner comes the next day to claim the dog or cat, the City of Hays is losing \$5.00 per animal.

The Commissioners will be requested to amend City Ordinance Sec. 5-88 (b) to allow the City of Hays to adjust fees to cover the boarding costs for animals impounded by the Hays Police Department at the November 14, 2013 Commission meeting.

Fort Hays Municipal Golf Course Tournament Fee Increase

The Fort Hays Municipal Golf Course Advisory Board has recommended a fee increase for all golf tournaments due to the ever increasing costs for preparation and oversight by golf course maintenance personnel and course marshals. Additionally, the City of Hays appears to have fallen behind most other courses in tournament fee requirements.

At the November 14, 2013 Commission meeting, Commissioners will be requested to approve a fee increase for golf tournaments by \$100.00 for an 18-hole tournament and by \$50.00 for a 9-hole tournament at the Fort Hays Municipal Golf Course.

Fort Hays Municipal Golf Course Junior Golf Fees

The Fort Hays Municipal Golf Course has never offered a fee to encourage younger individuals to play golf at the course. Adding a Junior Golf Greens fee will make the course more affordable for those seventeen years old and under which should increase play on the course and perhaps add future membership/greens fees for the course.

At the November 14, 2013 Commission meeting the Commissioners will be requested to approve the addition of a Junior Golf Greens fee at the same rate as Twilight Greens fee (\$16.00) beginning March 1, 2014 at the Fort Hays Municipal Golf Course.

Amendment to City Ordinance Regarding Taxi Cab License Fees

This item was pulled from the agenda.

Other Items for Discussion

Commissioner Musil thanked Police Chief Don Scheibler for setting up the ride along with Officer Anderson. He also stated the Mayor did a great job at the debate he moderated.

Chairperson Steward served as the moderator in the debate with former U. S. Senator Rick Santorum and former Democratic National Committee Chairman Howard Dean as part of the Sebelius Lecture Series at Fort Hays State University's Beach/Schmidt Performing Arts Center.

Commissioner Schwaller stated the debate the Mayor moderated can be seen on YouTube on the Fort Hays State University channel and that he did an excellent job.

The work session was adjourned at 7:21 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Sister Cities Committee Proposal to the Hays City Commission

The Hays Sister Cities Committee proposes to expand and extend its original mission in order to meet the needs of the original Sister Cities Program in Hays and the United States, improve Hays' performance in welcoming to and integrating into our community, visitors, new residents, immigrants, and International students, and work with the International component of economic development.

Before we embark on this expanded mission, we will commit to a strategic planning process that will include an environmental scan of the Hays community in regard to the original mission of Sister Cities, how we are meeting the needs of visitors, residents, immigrants and International students, and how we can be a part of International economic development efforts. We believe until we have accurately identified the current environment, we cannot do sufficient strategic planning.

Through strategic planning, we will first identify our strengths, weaknesses, opportunities, and threats. Having that information will provide us the ability build on our assets, address our weaknesses, seek ways to capitalize on our opportunities, and minimize potential threats by setting both short and long term goals. Our intention is to insure the Sister Cities Program is an important contributor to the success of Hays and the greater Hays community by welcoming visitors and immigrants, integrating new residents and International students into the community, and becoming a partner in the community's International economic development efforts.

The Hays Sisters City Committee believes its original mission has been important to building an International awareness in Hays and the greater Hays community. Through this proposal, we pledge to seek a more active role in the community. Through more active involvement, we will insure the viability of the Sister Cities Committee for years to come. We seek the City Commission's support in our efforts. We firmly believe the an annual budget dedicated to the Sister Cities Program sufficient for us to meet our expended and extended mission is an excellent investment as we seek to make Hays as a more inclusive community.

Commission Work Session Agenda

Memo

From: Erin Giebler, Human Resource Coordinator

Work Session: November 21, 2013

Subject: 2014 Health Insurance

Person(s) Erin Giebler, Human Resource Coordinator

Responsible: Paul Briseno, Assistant City Manager

Summary

The City of Hays received Blue Cross Blue Shield (BCBS) of Kansas' renewal rates for 2014. The renewal includes an increase of 23%. The increased premiums are the result of higher claims in 2012 and 2013. The City went out for bids and Coventry Health Care came back with a fully-insured plan comparable to our current Traditional Plan at a .77% decrease from 2013 rates. Staff recommends Coventry Health Care as the 2014 provider offering a single option fully-insured plan comparable to our current Traditional.

Background

Recently, the City of Hays has offered two options for employee health insurance. A High Deductible Health Plan was offered as the no cost option and the City put money into employees' Health Saving Accounts (HSA). The Traditional Plan could be elected by employees and they were charged a buy-up fee.

Discussion

Due to high utilization and market factors, health insurance premiums have increased the past two years. The renewal rate given by Blue Cross Blue Shield of Kansas for the City's current plans shows a 23% increase.

This increase put the City above the \$9,500 per average employee cap set by the City Commissioners in 2010. After seeing the high premium increase, the City sought a second bid with many different plan designs and coverage levels exhausting all options. Blue Cross and Blue Shield of Kansas and Coventry Health Care were the only two companies to provide information to the City.

The City, with the help of the Wage and Benefit Committee, looked at many different deductibles, co-insurance, self-insured, and fully-insured options. After gathering close to fourteen different options, the cheapest comparable plan was Coventry Health Care. They

offered a \$1,500 deductible, \$1,000 co-insurance paid at 50/50, and a max out of pocket of \$2,500 in their Wesley Preferred PPO network. This is a decrease of 0.77% from 2013. The City can continue to provide employees and their families with free insurance and still be under budget with this plan.

As in previous years, the final cost of health insurance over the 12 month contract is based on the election of employee's coverage and changes throughout the year due to turnover, waiting periods, family status changes, and other qualified change in status.

This option, along with many others, was taken to the Wage and Benefit Committee for their recommendation. They recommended going with Coventry Health Care's bid and providing paid family insurance to all full time employees.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The 2014 budget contains \$1,719,500, or \$9,500 per average employee, for health insurance. The estimated cost of providing health insurance to the City's employees in 2014 with Coventry Health Plan is \$1,570,000. This is a 0.77% decrease from 2013's projected costs. Health insurance is paid out of the Employee Benefit Fund.

Options

This issue is presented to the City Commission with the following options:

1. Approve the 2014 Health Insurance Coventry Health Care proposal.
2. Do nothing.
3. Deny the request.

Recommendation

City staff recommends approval of the 2014 health insurance contract with Coventry Health Care.

Action Requested

Authorize the City Manager to sign the 2014 Coventry Health Care Plan application in the estimated premium amount of \$1,567,000 to provide health insurance to our employees paid for out of the Employee Benefit Levy Fund.

Supporting Documentation

Health Insurance Tabulation
2014 Coventry Health Care Proposal
2014 Coventry Health Care Plan Design

CURRENT

Health	\$1,578,434
Short Term Disability	\$57,683
Dental	\$72,283

RENEWAL

Health	\$1,942,520	23.07% Inc.
Short Term Disability	\$60,305	4.55% Inc.
Dental	\$74,811	3.50% Inc.

RECOMMENDATION

Health	\$1,566,217	-.77% Dec.
Short Term Disability	\$43,655	-24.32% Dec.
Dental	\$66,109	-8.54% Dec.



EMPLOYEE BENEFITS PROPOSAL
PRESENTED TO
CITY OF HAYS



Prepared By: Joshua Turner
Account Executive:

Issue Date: 11/11/2013

Effective Date: 1/1/2014



Proposal Exhibit - Medical PRELIMINARY QUOTE

CITY OF HAYS

County/Region: KS5
 Zip Code: 67601
 SIC Code: 9111

Agent: Yarmer, Julie
 Agency: Independent Agent
 Account Executive: Turner, Joshua
 Association: None
 Broker Pass-Through: Broker Pass-Through Fee: N/A

Quote ID: 215479
 Effective Date: 1/1/2014
 Next Ren. Date: 1/1/2015
 Eligible Employees: 174
 Covered Employees: 170

Option Summary	Option - 5
Segment	1
Package	C
Current Plan	False
Product	PPO
Medical Plan	WP14FF15025 25 WS
Rx Plan	Rx 2 - 3/15/150D40%/60%/20%/30% MO 2-2.5-3 \$2500
Riders	None
Domestic Partner	N/A
Network	CHC of Kansas WP

In-Network Benefit Summary	
Deductible	\$1500/\$3000
Coinsurance	50%
OOP Max	\$2500/\$5000
PCP/SCP	\$25 /\$50
HIP	Ded & 50%
HOP	Ded & 50%
ER/Urgent Care	\$200 & 50% / \$50

Enrollment and Tier Ratios	Subscribers	Members	Tier Ratio
EE Only	52	52	1.00
EE/SP	36	72	2.15
EE/Chr	30	88	2.00
Family	52	218	3.15
Total Est. Enrollment	170	431	

Rates + PPACA Fees	Tier Rate	PPACA Fee	Rate + Fee
EE Only	\$345.87	\$15.31	\$361.18
EE/SP	\$743.63	\$32.91	\$776.54
EE/Chr	\$691.75	\$30.61	\$722.36
Family	\$1,089.50	\$48.22	\$1,137.72
Est. Total Monthly Premium	\$122,162.42		
Aggregate Change*	N/A		
Est. Monthly PPACA Fee	\$5,406.62		
Est. Total Monthly Charges	\$127,569.04		
Aggregate Change w/ PPACA*	N/A		

*The Aggregate Change is compared to Current Premium Rates.

Subject to attached contingencies and disclaimers.

The PPACA Fees shall apply effective 1/1/2014 and shall be owed by CITY OF HAYS in addition to the Rates.

Please see your plan documents** for complete benefit descriptions for the above plan.

**Group Policy, Certificate/Evidence of Coverage, Booklet, Group Agreement, Schedule of Benefits, and/or Group Insurance Certificate

Accepted by _____ Title _____ Date _____



Medical Contingencies and Disclaimers

CITY OF HAYS

County/Region: KS5

Zip Code: 67601

SIC Code: 9111

Case Status: UW Approved - Preliminary

Broker Pass-Through:

Agent: Yarmer, Julie

Agency: Independent Agent

Account Executive: Turner, Joshua

Association: None

Broker Pass-Through Fee: N/A

Quote ID: 215479

Effective Date: 1/1/2014

Next Ren. Date: 1/1/2015

Eligible Employees: 174

Covered Employees: 170

MEDICAL PROPOSAL CONTINGENCIES

1. These rates are preliminary and are based on a 12 month period. Final rates may also change based upon actual enrollment, underwriting review, employer group application, and data entry. Coventry retains the right to adjust these rates as necessary in connection with changes in any federal or state requirement(s), including but not limited to the federal Patient Protection and Affordable Care Act, as amended.
2. This quote is offered on a sole medical carrier basis.
3. Minimum employer contribution requirements are: 50% of single rate AND 50% of the total cost of the plan.
4. Minimum participation requirements: 75% of the 174 eligible employees less valid waivers AND 50% of all 174 eligible employees
5. A signed Billing Services Agreement (BSA) must be received prior to the effective date
6. Group may be re-rated if actual enrolled employees varies from assumed enrolled employees by more than 10% (+/-).
7. The percentage of out-of-area (OOA) enrolled employees cannot exceed 30% of the total number of enrolled employees.
8. If you choose additional Coventry Consumer Choice product options, these will be quoted separately. To get this additional quote, please contact your sales representative.
9. Retirees (pre-65) are eligible for coverage but cannot exceed 10% of the total enrolled subscribers. Temporary employees, seasonal contractors and part-time employees are not eligible for coverage.
10. This quote is valid for a maximum of 90 days from the date released and no later than the proposed effective date.
11. Options are quoted together as a package as indicated by the package letter.
12. The percentage of COBRA subscribers cannot exceed 10% of the total number of enrolled subscribers.
13. These rates assume no deductible, coinsurance or copays will be paid by the group or other third party except as an approved HSA or HRA account contribution. We reserve the right to adjust rates, or terminate the contract if such employer or supplemental coverage funding is in place.
14. SPECIAL NOTE - Although the pricing set forth in this quote is based on health insurance plans currently used by Coventry Health Care of Kansas, Inc., such health insurance plans may not satisfy all requirements set forth in the Patient Protection and Affordable Care Act (PPACA) for effective dates starting January 1, 2014. As Coventry Health Care of Kansas, Inc. finalizes its 2014 health plans so that they are compliant with PPACA, pricing for the new compliant plans will be provided.
15. Additional medical premium discounts are available when the Medical coverage is sold with the addition of one or more of the Aetna Specialty or Voluntary products (Dental, Vision, Life, Disability, etc.). Please ask your Sales Representative for specific details.
16. Disclosure of material changes to the experience provided plus details of all ongoing large claimants are required
17. This is a One-Way Participating Agreement Contract with a 50% / 50% risk share on a 15% corridor.
18. Purchase of both the Aetna Dental and Disability products is assumed in this quote

Accepted by _____ Title _____ Date _____



Medical Contingencies and Disclaimers

CITY OF HAYS

County/Region: KS5

Zip Code: 67601

SIC Code: 9111

Case Status: UW Approved - Preliminary

Broker Pass-Through:

Agent: Yarmer, Julie

Agency: Independent Agent

Account Executive: Turner, Joshua

Association: None

Broker Pass-Through Fee: N/A

Quote ID: 215479

Effective Date: 1/1/2014

Next Ren. Date: 1/1/2015

Eligible Employees: 174

Covered Employees: 170

DISCLAIMERS:

HMO and POS products are underwritten and administered by Coventry Health Care of Kansas, Inc.

PPO products are underwritten by Coventry Health and Life Insurance Company and administered by Coventry Health Care of Kansas, Inc.

Accepted by _____ Title _____ Date _____



PPO Schedule of Benefits
 WP14FF15025 25 WS
 State(s) of Issue: Kansas

Benefit	Member Responsibility	
	Participating Providers	Non-Participating Providers ²
Plan Deductible (per Benefit Period)	Individual: \$1,500 Family: \$3,000	Individual: \$3,000 Family: \$6,000
Coinsurance For All Eligible Expenses (unless otherwise noted)	50% AD ³	50% AD ³
Maximum Out-of-Pocket (per Benefit Period) <i>Includes Deductible, Copayments, and Coinsurance.</i>	Individual: \$2,500 Family: \$5,000	Individual: \$5,000 Family: \$10,000
Physician Office Services¹		
Primary Care Physician Office Visit ¹	\$25 Copayment	50% AD ³
E-Visits – PCP Medical Services	\$15 Copayment	50% AD ³
Specialist Physician Office Visit ¹	\$50 Copayment	50% AD ³
Obstetrics/Gynecological	\$25 Copayment	50% AD ³
Prenatal/Postnatal Physician Services	\$0 Copayment	50% AD ³
All Other Covered Services - Including but not limited to: Therapeutic Injections	50% AD ³	50% AD ³
Preventive Care		
Preventive Care – Including all Preventive Services described in the Covered Services Section of the Certificate of Coverage	\$0 Copayment	50% AD ³
Immunizations-Adult	\$0 Copayment	50% AD ³
Immunizations-Pediatric (Up to age 72 months)	\$0 Copayment	\$0 Copayment
Mammograms (Diagnostic and Routine Screening)	\$0 Copayment	50% AD ³
Colonoscopy (Diagnostic and Routine Screening)	\$0 Copayment	50% AD ³
Outpatient Laboratory Services		
In a Physician's Office	\$0 Copayment	50% AD ³
At a Free Standing Facility	\$0 Copayment	50% AD ³
At a Hospital Facility	\$0 Copayment	50% AD ³
Outpatient Radiology Services		
In a Physician's Office	\$0 Copayment	50% AD ³
At a Free Standing Facility	50% AD ³	50% AD ³
At a Hospital Facility	50% AD ³	50% AD ³
Outpatient Services At Hospital or Free Standing Facility		
Dialysis	50% AD ³	50% AD ³
Hi Tech Diagnostics - Including, but not limited to: MRI, MRA, CAT and PET Scans, Cardiac Catheterization and Thallium Scans	50% AD ³	50% AD ³
Surgery		
In a Physician's Office	50% AD ³	50% AD ³
Free-Standing Facility	50% AD ³	50% AD ³
Outpatient Services at Hospital	50% AD ³	50% AD ³
Inpatient Hospital Care		
Inpatient hospital care, including semi-private room & board, intensive/coronary care, maternity care, x-ray, laboratory, professional services and other facility & ancillary charges.	50% AD ³	50% AD ³
Inpatient Rehabilitation <i>Limited to 60 days per Benefit Period</i>	50% AD ³	50% AD ³
Mental Illness, Nervous & Mental Disorders and Alcohol or Chemical Dependency Treatment		

Outpatient	\$50 Copayment	50% AD ³
Partial Day Programs (4 hours or greater)	50% AD ³	50% AD ³
Inpatient	50% AD ³	50% AD ³
Urgent Care and Emergency Care Services		
Ambulance/Emergency Transportation (Ground or Air)	50% AD ³	50% AD ³
Convenience Clinic	\$25 Copayment	50% AD ³
Urgent Care Center	\$50 Copayment	50% AD ³
Hospital Emergency Room (Copayment waived if admitted)	\$200 Copayment + 50% Coinsurance	\$200 Copayment + 50% Coinsurance
Rehabilitative Services		
Physical Therapy, Occupational Therapy & Speech Therapy <i>Limited to 40 Visits per Therapy per Benefit Period</i>	50% AD ³	50% AD ³
Partial Day Programs (4 hours or greater) <i>Limited to 40 Visits per Benefit Period</i>	50% AD ³	50% AD ³
Cardiac and Pulmonary Rehabilitation <i>Limited to 40 Visits per Therapy per Benefit Period</i>	50% AD ³	50% AD ³
Chiropractic Services/Spinal Manipulation <i>Limited to 26 Visits per Benefit Period</i>	\$35 Copayment	50% AD ³
Other Services		
Adult Eye Exam including refraction <i>Refraction Services Limited to 1 exams every 12 Months</i>	\$0 Copayment	50% AD ³
Allergy Testing	50% AD ³	50% AD ³
Allergy Treatment	\$5 Copayment	50% AD ³
Cancer Medications – Intravenously Administered or Injected	50% AD ³	50% AD ³
Durable Medical Equipment	50% AD ³	50% AD ³
Formula & Low Protein Modified Foods for PKU & Amino Acid Disease	50% AD ³	50% AD ³
Home Health Care	50% AD ³	50% AD ³
Hospice	50% AD ³	50% AD ³
Human Leukocyte Antigen Testing	\$0 Copayment	50% AD ³
Infertility – includes diagnosis and diagnostic procedures only	50% AD ³	50% AD ³
Injectable Medications (Not listed elsewhere)	50% AD ³	50% AD ³
Nutritional Evaluation & Diabetes Management/Self Training	\$0 Copayment	50% AD ³
Nutritional & Wellness Coaching <i>Limited to 4 visits per Benefit Period</i>	\$25 Copayment	50% AD ³
Organ / Tissue Transplant <i>Services provided at an approved Designated Transplant Network Facility</i>	See Appropriate Benefit	Not a Covered Benefit
Prosthetics & Braces	50% AD ³	50% AD ³
Skilled Nursing Facility <i>Limited to 60 days per Benefit Period</i>	50% AD ³	50% AD ³
All Other Services Not Listed Elsewhere	50% AD ³	50% AD ³
Prescription Drugs	See Prescription Drug Rider for Details	

Please Note: Maximum Benefit Limits do not guarantee that all services will be approved to the Maximum number allowed under this plan. Coinsurance is based on the contracted Allowed Amount reimbursed to the Provider, if applicable.

In order to receive the maximum benefits, it is Your obligation to ensure that any required Prior Authorization has been obtained. Please see the Prior Authorization requirements outlined in your Certificate of Coverage. **Failure to do so may result in a 20% reduction in benefits for that particular service.**

1. Primary Care Physicians (PCP) generally include those physicians who practice in the specialties of Family

Practice, Internal Medicine, General Practice, or Pediatrics. If You are not sure if a physician is a PCP, please contact the Customer Service Number on the back of Your ID card. If You receive this service from a Primary Care Physician (PCP), Your PCP benefit will apply. If You receive this service from a Specialist, Your Specialist benefit will apply.

2. When receiving services from Non-Participating Providers, payment for Covered Services is limited to the lesser of the billed charge or the Out-of-Network rate less applicable Copayment, Coinsurance and/or Deductibles. Please refer to the Certificate of Coverage for additional details.
3. AD means After Deductible. The Coinsurance and Copayment requirement applies after You have satisfied the Deductible requirement.



PRESCRIPTION DRUG RIDER

This Prescription Drug Rider (“Rider”) is made a part of Coventry Health and Life Insurance Company’s Certificate of Coverage (“COC”). The benefits provided by this Rider become effective on the date Coverage under the COC is effective.

PRESCRIPTION DRUG BENEFITS

Subject to the terms, conditions and scope of coverage, including all Exclusions, Limitations and defined terms of the COC unless otherwise provided in this Rider, and Member Responsibility, outpatient Prescription Drugs will be Covered as listed below, when:

- Medically Necessary
- the Member is eligible to receive Covered Services;
- written by a Prescribing Provider; and
- filled at a pharmacy.

Generically equivalent pharmaceuticals will be dispensed whenever there is an FDA approved Formulary Generic Drug. If You receive a brand name Prescription Drug when a Formulary Generic Drug is available, You will be responsible for the Tier 3 Non-Formulary Member Responsibility. The total Member Responsibility shall not exceed the total allowable cost of the Prescription Drug.

Benefit ^{1,2}	Member Responsibility		
	Participating Pharmacy	Non-Participating Pharmacy	Mail Order
Deductible (per Benefit Period)	Individual: \$150 Family: \$300	Individual: \$300 Family: \$600	See applicable Participating or Non-Participating Pharmacy Member Responsibility
Tier 1A Formulary Prescription Drugs	\$3 Copayment	\$6 Copayment	2 times the thirty-four (34) day designated Member Responsibility
Tier 1B Formulary Prescription Drugs	\$15 Copayment	\$30 Copayment	2 times the thirty-four (34) day designated Member Responsibility
Tier 2 Formulary Prescription Drugs	40% Coinsurance \$40 minimum per individual prescription AD ²	40% Coinsurance \$80 minimum per individual prescription AD ²	2.5 times the thirty-four (34) day designated Member Responsibility
Tier 3 Non-Formulary Prescription Drugs	60% Coinsurance \$60 minimum per individual prescription AD ²	60% Coinsurance \$120 minimum per individual prescription AD ²	3 times the thirty-four (34) day designated Member Responsibility
Formulary Specialty Drugs	20% Coinsurance up to a \$200 maximum per individual prescription	20% Coinsurance up to a \$400 maximum per individual prescription	Not Available
Non-Formulary Specialty Drugs	30% Coinsurance up to a \$300 maximum per individual prescription	30% Coinsurance up to a \$600 maximum per individual prescription	Not Available
As amended July 2013, CHL-KS-AMD-360-07.13			

Orally Administered Anti-Cancer Medications	\$0 Copayment	\$0 Copayment	Not Covered
Maximum Out-of-Pocket (per Benefit Period)	The amount listed under the Schedule of Benefits.		

1. Copayments, Coinsurance and Deductible apply to the Maximum Out-of-Pocket.
2. AD means After Deductible. The Coinsurance and Copayment requirement applies after You have satisfied the Deductible requirement.

To find Your Prescription Drug, its applicable Tier and any Pre-Certification requirements, visit Our searchable Formulary on the website www.phsystems.com, in the Participating Provider's office, or by contacting the Customer Service Department.

The following also apply:

- Member Responsibility is due each time a prescription is filled or refilled, up to a thirty-four (34) day supply for Retail and Specialty Pharmacy, and up to a ninety (90) day supply for Mail Order Pharmacy. Notwithstanding the foregoing, the Plan may provide Coverage for any drug dispensed in the original manufacturer packaging which contains a 90 day or 12 week supply or that has a duration of action of 12 weeks or longer upon payment of three (3) Copayments including but not limited to Depo-provera and Seasonale.
- Select over-the-counter medications as determined by the Plan in an equivalent prescription dosage strength will be covered under this Rider for the appropriate Member Responsibility. Coverage of the selected over-the-counter medications requires a physician prescription.
- Only one drug and "Rx Unit" will be dispensed per prescription. The Rx Unit quantity is determined by FDA labeling, the dosage required or the Plan Formulary guidelines. Please note: Member Responsibility is required for each Rx Unit, container, or prepackaged item.
- If a Prescription Drug covered is prescribed in a single dosage amount for which the particular prescription drug is not manufactured in such single dosage amount and requires dispensing the particular prescription drug in a combination of different manufactured dosage amounts, the Member Responsibility will be the same as if the Prescription Drug was manufactured in such single dose.
- Members presently taking a prescription drug shall be notified either electronically, or in writing (upon request of the enrollee), at least thirty (30) days prior to any deletions to the Formulary. Notifications will not be provided for Generic substitutions.
- Drugs included in the Value Program are offered at no Member Responsibility on a **temporary basis** to Members who are on or have recently received certain drugs(s) and/or receive a new prescription for certain drug(s), as designated by the Plan to promote effective and efficient use of the Plan drug benefits. A list of these drugs are available on our website at www.phsystems.com. **The list shall also identify the Plan Criteria applicable to the Value Program, and may change from time to time without prior notice.** Members that appear to meet the Plan criteria for Value Program (as such information is available in Plan's claims records) will be notified if they qualify for a Value Program, when such drugs are temporarily added. Please note, just because a Member fills a prescription for a drug included on the Value Program list does not qualify him/her to receive such drug at no Member Responsibility. Rather, only Members that meet Plan criteria will receive the selected drug at no Member Responsibility. If a Member does not satisfy the Value Program criteria, the drug shall be subject to its applicable Member Responsibility.

DEFINITIONS

Any capitalized terms used in this Rider and not otherwise defined herein shall have the meaning set forth in the COC. The following definitions apply to this Rider:

Copayment. The amount You will be charged by the Pharmacy to dispense or refill any Prescription. You are responsible at the time of service for payment of the Copayment directly to the Pharmacy.

Formulary. A list of specific generic and brand name Prescription and Specialty Drugs Authorized by the Plan, and subject to periodic review and modification at least annually by the Plan's Pharmacy and Therapeutics Committee. The Formulary is available for review in the searchable Formulary on Our website, www.phsystems.com, in the Participating Provider's office, or by contacting the Customer Service Department. Please note: Inclusion of a drug within the Formulary does not guarantee that Your health care provider will prescribe that drug for a particular medical condition or illness.

Formulary Prescription Drug. A Prescription and Specialty Drug that appears on the Plan's Formulary.

Generic Prescription Drug. A Prescription Drug as being prescribed by its generic and chemical name heading according to the principal ingredient(s) and approved by the Food and Drug Administration.

Mail Order Pharmacy. A Pharmacy that dispenses Maintenance Medications pursuant to a 93 day/cycle supply. Prescription Drugs determined by the Plan to be Maintenance Medications on the Formulary and prescribed by a Prescribing Provider can be filled by mail order.

Maintenance Medication(s). A medication that is listed and identified on the Formulary as a maintenance prescription.

Member Responsibility. The dollar amount detailed under Prescription Drug Benefits which must be paid by You to a Pharmacy providing a Prescription Drug covered by this Rider.

Non-Formulary Prescription Drug. A Prescription Drug that is not on the Plan's list of Formulary Prescription Drugs.

Non-Participating Pharmacy. Any pharmacy that is not a Participating Pharmacy as defined herein. A Prescription Order or Refill may be obtained through a Non-Participating Pharmacy, however, You may be required to pay for the cost of the Prescription Drug(s) and file a claim for reimbursement.

Participating Pharmacy. A pharmacy licensed in the State in which it is located that has entered into a written contract with the Plan to provide services to the Plan's Members, or on whose behalf a written contract has been made with the Plan which is in effect at the time services are provided.

Pre-Certification. Some drugs require Pre-Certification in order for them to be Covered Services. Drugs requiring Pre-Certification are identified within the Formulary with "PA" next to the name of the drug.

Prescribing Provider. Any person holding the degree of Doctor of Medicine, Doctor of Osteopathy, Doctor of Dental Medicine, or Doctor of Dental Surgery or any other provider who is duly licensed in the United States to prescribe medications in the ordinary course of his or her professional practice.

Prescription Drug(s). Any medication or drug which:

- is provided for outpatient administration;
- has been approved by the Food and Drug Administration; and
- under federal or state law, is dispensed pursuant to a prescription order (legend drug).

This definition of Prescription Drug may include some over-the-counter medications or disposable medical supplies (e.g., insulin and diabetic supplies), psychotherapeutic drugs used for treatment of mental illness, other than when administered in a hospital or provider's office, and a compound substance when it meets the Plan's criteria and the product is not available commercially.

Prescription Order or Refill. The authorization for a legend Prescription Drug issued by a Prescribing Provider who is duly licensed to make such an authorization in the ordinary course of his or her professional practice.

Retail Pharmacy. Prescription Drugs prescribed by a Prescribing Provider and obtained through a Pharmacy.

Specialty Drug. Those drugs listed on the Specialty Drug Formulary and identified with an “SP”. Specialty Drugs are typically used to treat rare or complex disease. These drugs frequently require special handling, close clinical monitoring and management and Pre-Certification prior to being dispensed.

Specialty Pharmacy. A pharmacy that is designated as a Specialty Pharmacy by the Plan for Specialty Drug Prescription Orders or Refills.

Step Therapy. A process where the Plan or its designee determines that a Prescription Order or Refill based upon information provided by the Prescribing Provider, the Prescription Order or Refill satisfies the Pre-Certification requirements for Coverage. Certification must be obtained prior to dispensing.

LIMITATIONS

1. Authorized refills will not be provided after the lesser of:
 - i. twelve (12) months from the original date on the prescription order; or
 - ii. the period of time limited by state or federal law.
2. Contraceptive diaphragms prescribed by a Prescribing Provider are limited to two (2) per year.
3. Coverage of injectable drugs is limited to insulin, glucagon, bee sting kits, Imitrex and injectable contraceptives that are commonly and customarily administered by the Member.
4. Selected products, as defined by the plan, with narrow therapeutic index, potential for misuse and/or abuse, high cost, or a narrow or limited range of Food and Drug Administration approved indications may require Pre-Certification.
5. The Pharmacy shall not dispense a Prescription Drug order which, in the Pharmacist’s professional judgment, should not be filled.
6. To promote appropriate utilization, or following manufacturer’s recommendations, certain plan approved medications may have a quantity limit on the amount of medication dispensed and pre-certification must be obtained prior to dispensing.
7. We reserve the right to include only one dosage or form of a drug on our Formulary when the same drug (i.e., a drug with the same active ingredient) is available in different dosages or forms (i.e., dissolvable tablets, capsules, etc) from the same or different manufacturers. The product, in the dosage or form that is listed on the Formulary will be Covered at the applicable Member Responsibility. The drug, product or products, in different forms or dosages or from the same or different manufactures, not listed on the Formulary will be excluded from coverage.
8. Coverage of Prescription Drugs, therapeutic devices or supplies requiring a Prescription Order and prescribed by a Prescribing Provider is limited to Plan approved drugs, devices, supplies, or spacers for metered dose inhalers.
9. Coverage through the Mail Order Pharmacy is not available on drugs that cannot be shipped by mail due to state or federal laws or regulations, or when the Plan considers shipment through the mail to be unsafe. Examples of these types of drugs include, but are not limited to, narcotics, amphetamines, DEA controlled substances or anticoagulants.
10. When You use a Non-Participating Prescribing Provider, it is Your responsibility to contact the Plan before a Prescription Order or Refill is filled to obtain any required Pre-Certification. If the Plan is not contacted for Pre-Certification, You will be required to pay one hundred percent (100%) of the cost for a Prescription Drug.

EXCLUSIONS

The following are **Excluded** from Coverage under this Rider:

1. Prescription Drugs related to the treatment of a Non-Covered Service (i.e. dental services).
2. Prescription Drugs that are not Medically Necessary. The Plan reserves the right to require medical Pre-Certification for selected drugs before providing Coverage.
3. Prescription Drugs that are Experimental or Investigational, including those labeled "Caution-limited by Federal Law to Investigational Use," FDA approved drugs used for investigational indications or at investigational doses and drugs found by the FDA to be ineffective or given as a part of a study.
4. Products not approved by the FDA, Prescription Drugs with no FDA approved indications, and DESI Drugs. This exclusion shall not apply to a drug, medicine or medication that is recognized for the treatment of cancer in one of the standard reference compendia or in substantially accepted peer-review medical literature.
5. Any Prescription Drug which is to be administered, in whole or in part, while You are in a hospital, medical office or other health care facility.
6. Compounded prescriptions are excluded unless all of the following apply:
 - a. there is no suitable commercially-available alternative available;
 - b. the main active ingredient is a Covered Prescription Drug;
 - c. the purpose is solely to prepare a dose form that is Medically Necessary and is documented by the Prescribing Provider; and
 - d. the claim is submitted electronically by the Pharmacy.
7. Vitamins and minerals (both over-the-counter and legend) as specified on the Formulary.
8. Injectable medications and Specialty Drugs, except those designated by the Plan.
9. Drugs that do not require a prescription by federal or state law, that is, over-the-counter drugs or over-the-counter products, unless specifically designated for Coverage by the Plan or the Formulary list and obtained from the Pharmacy with a Prescription Order or Refill. Also excluded are Prescription medications that are not for treatment of illness, injury, or have an over-the-counter equivalent, unless otherwise specified on the Formulary.
10. Devices or supplies of any type, even though requiring a Prescription Order, such as but not limited to, therapeutic devices, support garments, corrective appliances, non-disposable hypodermic needles, syringes or other devices, regardless of their intended use, unless otherwise specified as a Covered benefit in this Rider.
11. Contraceptive implant systems, prescription or nonprescription contraceptive devices (e.g., condoms, spermicidal agents, and Norplant).
12. Extemporaneous dosage forms of natural estrogen or progesterone; or any natural hormone replacement product, including but not limited to oral capsules, suppositories, creams and troches.

13. Anti-smoking medication or smoking cessation devices.
14. Prescription Drugs used to treat chemical dependency and/or substance abuse.
15. Drugs used primarily for hair restoration.
16. Pharmacological therapy for weight reduction, dietary supplements, appetite suppressants, and other drugs used to treat obesity, morbid obesity or assist in weight reduction.
17. Drugs, oral or injectable, used for the primary purpose of, or in connection with, treating infertility, fertilization, and/or artificial insemination.
18. Medications used for cosmetic purposes or to enhance work or athletic performance (i.e. Nuvigil or Provigil for shift work, anabolic steroids and minoxidil lotion, retin A (tretinoin) for aging skin). Also excluded are drugs, oral or injectable, used to slow or reverse normal aging processes (i.e. growth hormone, testosterone, etc.).
19. Prescription Drugs dispensed in unit doses, when bulk packaging is available, or repackaged Prescription Drugs.
20. Replacement for lost, destroyed or stolen prescriptions.
21. Duplicate drug therapy (i.e. two antihistamine drugs).
22. Oral dental preparations and fluoride rinses, except pediatric fluoride tablets or drops as specified on the Formulary.
23. Prescriptions that You are entitled to receive without charge under any Workers' Compensation law, occupational statute, or any law, or regulation of similar purpose.

CONDITIONS

1. The Plan and its designees shall have the right to release any and all records concerning health care services that are necessary to implement and administer the terms of this Rider or for appropriate medical/pharmaceutical review or quality assessment.
2. The Plan shall not be liable for any claim, injury, demand or judgment based on tort or other grounds (including warranty of drugs) arising out of or in connection with the sale, compounding, dispensing, manufacturing, or use of any Prescription Drug whether or not Covered under this Rider.

GENERAL PROVISIONS

1. Your Coverage under this Rider will end when Coverage under the COC ends.
2. Nothing herein shall be held to vary, alter, waive, or extend any of the definitions, terms, conditions, provisions, agreements or limitations of the COC, other than as stated above.
3. Discounts and Rebates. Member understands and agrees that Health Plan may receive a retrospective discount or rebate from a Network Provider or vendor related to the aggregate volume of

services, supplies, equipment or pharmaceuticals purchased by persons enrolled in health care plans offered or administered by Health Plan and its affiliates. Member shall not share in such retrospective volume-based discounts or rebates. However, such rebates will be considered, in the aggregate, in Health Plan's prospective premium calculations.

Brad Clothier
Authorized Signatory

Commission Work Session Agenda

Memo

From: Erin Giebler, Human Resource Coordinator

Work Session: November 21, 2013

Subject: 2014 Short-Term Disability Coverage for City Employees

Person(s) Responsible: Erin Giebler, Human Resource Coordinator

Summary

The City has provided Short-Term Disability insurance to all full-time City employees since 2006. This is paid in full by the City of Hays. Each year the City, through Freedom Claims, goes out for bids to find the most competitive rate possible. This year the City received four bids. The lowest bid is Aetna at \$0.333/\$10, an estimated annual cost of \$43,655. This price is only valid if the City approves Coventry Health Care as the City's health insurance provider for 2014 as this is a packaged price. The rate is guaranteed for two years. Staff recommends approving Aetna for the City's 2014 short term disability insurance provider.

Background

In 2006, the City of Hays moved away from Vacation and Sick Leave and adopted a Paid-Time-Off system. During this time, the City agreed to provide employees with Short Term Disability insurance to help when an employee is out for longer than two consecutive weeks. This is a required benefit in all three union contracts.

Since 2011, Lincoln Financial has covered the City employees. In 2011, our rates were \$0.23/\$10 (\$25,812 – actual costs). They increased by 52% in 2012 to \$0.35/\$10 (\$42,209 - actual costs) and again by 26% in 2013 to \$0.44/\$10 (\$56,459 – projected costs). Utilization is the key factor when seeing an increase. In 2011 the City saw 11 claims, 2012 9 claims, and 2013 estimated claims of 11.

Discussion

The City, through Freedom Claims, went out for bids for the City's 2014 Short Term Disability insurance. The following bids were received:

Lincoln Financial (Current Provider): \$0.46/\$10 (\$60,314)
Assurant: \$0.37/\$10 (\$48,513) – Locked in rates for two years

Aetna: \$0.333/\$10 (\$43,662) – Locked in rates for two years (must be paired with Coventry Health Care Health Insurance)
Standard: \$0.34/\$10 (\$44,580)

The City recommends going with Aetna as their short term disability insurance provider as long as Commission approves Coventry Health Care as the City's health insurance provider as they are the lowest bid and a two year guarantee is attractive considering in 2012 the City saw a 52% increase followed by a 26% increase in 2013.

As in previous years, the final cost of short term disability insurance over the 12 month contract is based on the fluctuation of employee's salaries due to promotions, turnover, and position changes.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The 2014 budget contains \$65,558 for Short Term Disability insurance. All the bids came in below budget. Aetna costs would be \$0.33/\$10 or an estimated \$43,662. This is a decrease from 2013's projected costs of \$54,419. Short Term Disability insurance is paid out of the Employee Benefit Fund.

Options

This issue is presented to the City Commission with the following options:

1. Authorize the City Manager to complete an application applying for Short Term Disability insurance with Aetna.
2. Direct the City Manager to complete an application applying for Short Term Disability insurance with another insurance provider.
3. Do nothing.

Recommendation

City staff recommends changing Short Term Disability insurance providers from Lincoln Financial to Aetna.

Action Requested

Authorize the City Manager to complete an application applying for Short-Term Disability insurance with Aetna with the estimated premium amount of \$43,662 paid for out of the Employee Benefit Levy Fund.

Supporting Documentation

N/A

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: November 21, 2013

Subject: Golden Belt Estates 5th Addition Engineering Services Agreement (Danby Lane and Jagger Court)

Person(s) Toby Dougherty, City Manager
Responsible: I.D. Creech, Director of Public Works

Summary

Western Plains Service Corporation has petitioned the City for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 34 lots within Blocks 1 and 2 of the Golden Belt Estates 5th Addition. The resolutions accepting the petitions have previously been approved by the City Commission. Ruder Engineering and Surveying, L.L.C. has now prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$49,400. Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for professional services related to improvements within Blocks 1 and 2 of the Golden Belt Estates 5th Addition in an amount not to exceed \$49,400.

Background

This particular plat was approved in May of 2013. There are 34 lots slated for single-family residential development.

Discussion

Western Plains Service Corporation has petitioned the City and has been approved for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 34 lots within Blocks 1 and 2 of the Golden Belt Estates 5th Addition. Ruder Engineering and Surveying, L.L.C. has prepared a contract for engineering services to include engineering design, contractor solicitation, construction engineering, and warranty inspection. The contract is for a not-to-exceed amount of \$49,400.

Legal Consideration

The transaction is a pass-through procedure for the City and there are no known legal obstacles to proceeding as recommended by City Staff.

Options

Options include the following:

- Approve the Engineering Services Agreement
- Do not approve the Agreement

Recommendation

Staff recommends that the commission authorize the Mayor to sign the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for professional services related to improvements to Blocks 1 and 2 of the Golden Belt Estates 5th Addition in an amount not to exceed \$49,400.

Action Requested

Approve the Engineering Services Agreement with Ruder Engineering & Surveying, LLC for an amount not to exceed \$49,400 for the development of Blocks 1 and 2, Golden Belt Estates 5th Addition.

Supporting Documentation

Engineering Services Agreement
Maps

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, entered into on the _____ day of _____, 2013, by the City of Hays, Kansas, party of the first part, hereinafter referred to as the "City", and Western Plains Service Corporation, party of the second part, hereinafter referred to as the "Developer" and the firm of Ruder Engineering & Surveying, LLC, party of the third part, hereinafter referred to as the "Consultant".

WITNESSETH:

That the City and the Developer plan to complete improvements to and within the Golden Belt Estates Fifth Addition to the City of Hays. The improvements include the sanitary sewer lines, water lines and street construction needed to serve the lots on Danby Lane and Jagger Court in said Addition.

These improvements will be hereinafter referred to as the "IMPROVEMENT".

That the City and the Developer require professional engineering services to assist them in implementing the IMPROVEMENT.

That the City and the Developer have selected Ruder Engineering & Surveying, LLC to perform these services;

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I SCOPE OF SERVICES

Ruder Engineering & Surveying, LLC shall be responsible for engineering services required by the various portions of the "IMPROVEMENT". The services required on the "IMPROVEMENT" are described as follows:

Engineering Design Phase:

1. Perform field surveys to collect pertinent topographic and engineering data necessary to complete the design of the water lines, sewer lines and streets as listed above.
2. Prepare bid and construction documents in sufficient detail, using City's standards, where applicable, to allow competitive bids to be received. All portions of the project shall be included in the same set of the bid and construction documents.
3. Review documents and project budget and perform a field check of the project with City Staff and the Developer.

4. Prepare "Engineers Estimate of Probable Cost" to be used in evaluating bids.
5. Assist in obtaining necessary approvals and permits from KDHE.
6. Design a complete Stormwater Pollution Prevention Plan in accordance with KDHE General Construction Stormwater Permit. The Plan shall require that the contractor for the Improvements, shall maintain the sediment and erosion controls during the construction of the Improvements.

Contractor Solicitation Phase:

1. Assist the City and the Developer in soliciting interest from contractors by:
 - a. Preparing a Notice to Contractors, which can be published (at the City's expense) in appropriate newspapers.
 - b. Mailing the Notice to Contractors to approved contractors.
2. Provide bid documents to interested contractors and plan rooms.
3. Address contractor questions and issue appropriate addenda during the bid preparation period.
4. Attend the bid opening, tabulate the submitted bids, analyze the bids and make recommendations to the City and the Developer regarding award of the construction contracts.
5. Prepare contract documents and distribute for execution. Collect fully executed documents and distribute to the appropriate parties.

Construction Engineering Phase:

1. Conduct a pre-construction conference.
2. Review all shop drawings and submittals.
3. Review contractor schedules.
4. Provide on-site inspection to maintain compliance with the construction and contract documents.
5. Review and submit periodic Contractor pay estimates to the City and the Developer for payment.
6. Prepare change orders as necessary.
7. Conduct a final inspection of every part of the work prior to acceptance of the work by the City and the Developer.
8. Prepare record drawings.

9. Inspect stormwater controls in accordance with a schedule as listed on the Stormwater Pollution Prevention Plan and ensure that the Contractor maintains the erosion and sediment controls.

Warranty Inspection Phase:

1. Conduct a warranty inspection approximately one year from the date of acceptance of the project and monitor repair of any deficient items.

**ARTICLE II
TIME SCHEDULE**

The services listed in the above scope of services shall be completed as shown on the following schedule:

Task	Proposed Date of Completion
Notice to Proceed	<u>11-14-13</u>
Review Plans	<u>12-2-13</u>
Final Review Due	<u>12-9-13</u>
Send out for bids	<u>12-10-13</u>
Pre-bid meeting	<u>12-11-13</u>
Open bids	<u>12-18-13</u>
City Work Session	<u>1-2-14</u>
Award bids	<u>1-9-14</u>
Construction Engineering Phase	<u>150</u> Working Days
Warranty Inspection	<u>20</u> Working Days

**ARTICLE III
COMPENSATION**

Water Line:

Engineering Design Phase	Not-to-Exceed	\$4,200.00	
Contractor Solicitation Phase	Not-to-Exceed	\$500.00	
Construction Engineering Phase	Not-to-Exceed	\$4,200.00	
Warranty Inspection	Not-to-Exceed	<u>\$300.00</u>	
		<i>Water Line Subtotal</i>	\$9,200.00

Sewer Line:

Engineering Design Phase	Not-to-Exceed	\$6,900.00	
Contractor Solicitation Phase	Not-to-Exceed	\$500.00	
Construction Engineering Phase	Not-to-Exceed	\$6,900.00	
Warranty Inspection	Not-to-Exceed	<u>\$300.00</u>	
		<i>Sewer Line Subtotal</i>	\$14,600.00

Streets:

Engineering Design Phase	Not-to-Exceed	\$12,400.00	
Contractor Solicitation Phase	Not-to-Exceed	\$500.00	
Construction Engineering Phase	Not-to-Exceed	\$12,400.00	
Warranty Inspection	Not-to-Exceed	<u>\$300.00</u>	
		<i>Streets Subtotal</i>	\$25,600.00

GRAND TOTAL NOT-TO-EXCEED \$49,400.00

The Consultant shall submit an invoice to the City on a monthly basis. The invoice shall show the percentage complete for each phase as shown above. The sum of all invoices submitted for each phase shall not exceed the amount listed above for the applicable phase.

The Consultant will submit invoices within 20 days after the last day of each month during which work on the Project has been in progress. The City will pay the Consultant within thirty days after receipt of the Consultant's statement.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

1. **Change in Scope.** The scope of the work described in Article I, Scope of Services shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modifications in the scope of the work shall be incorporated by supplemental agreement. At the time of such modification of work, equitable adjustments will be made by the parties in the time of performance and the compensation to be paid on the project.

2. **Conferences.** Representatives of the City and the Developer may arrange for such conference and visits as may be deemed necessary or desirable during the progress of the work.

3. **Termination.** The City and the Developer reserve the right to terminate this Agreement at any time, upon written notice, in the event the services of the Consultant are unsatisfactory, or upon failure to prosecute the work with due diligence or to complete the work within the time limits specified; provided, however, that in any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

4. **Binding Upon Successors.** This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

5. **Liability and Indemnification.**

a. **General.** Having considered the potential liabilities that may exist during performance of the Services, the benefits of the Project, and the Consultant's fee for the Services, and in consideration of the promises contained in this Agreement, the Agreement Parties agree to allocate and limit such liabilities in accordance with this Article.

b. **Indemnification.** The Agreement Parties each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Agreement Parties, they shall be borne by each party in proportion to its own negligence.

c. **Employee Claims.** Each party of the Agreement shall indemnify the other parties against legal liability for damages arising out of claims by said party's employees.

d. **Survival.** Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this article shall survive.

6. **Opinions of Cost and Schedule.** Since the Consultant has no control over the cost of labor, materials or equipment furnished by others, or over the resources provided by others to meet Project schedules, the Consultant's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. The Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from the Consultant's opinion of probable costs or that actual schedules will not vary from the Consultant's projected schedules.

7. **Reuse of Documents.** All documents, including, but not limited to, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are instruments of service in respect to a Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of a project or on any other project. Any reuse without prior written verification or adaptation by the Consultant for the specific purpose intended will be at the City's

sole risk and without liability or legal exposure to the Consultant. The City shall defend, indemnify, and hold harmless the Consultant against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the Consultant to additional compensation at rates to be agreed upon by the involved parties.

8. Ownership of Documents and Intellectual Property. Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the Developer, provided, however, that the Consultant shall have the unrestricted right to their use. The Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software and other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of the Services shall be the joint property of the Consultant and the Developer, provided that the Consultant shall have the right to use said property in its ordinary course of business.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers in four counterparts, each of which shall be deemed an original, on the day and year first written.

ATTEST: CITY OF HAYS, KANSAS

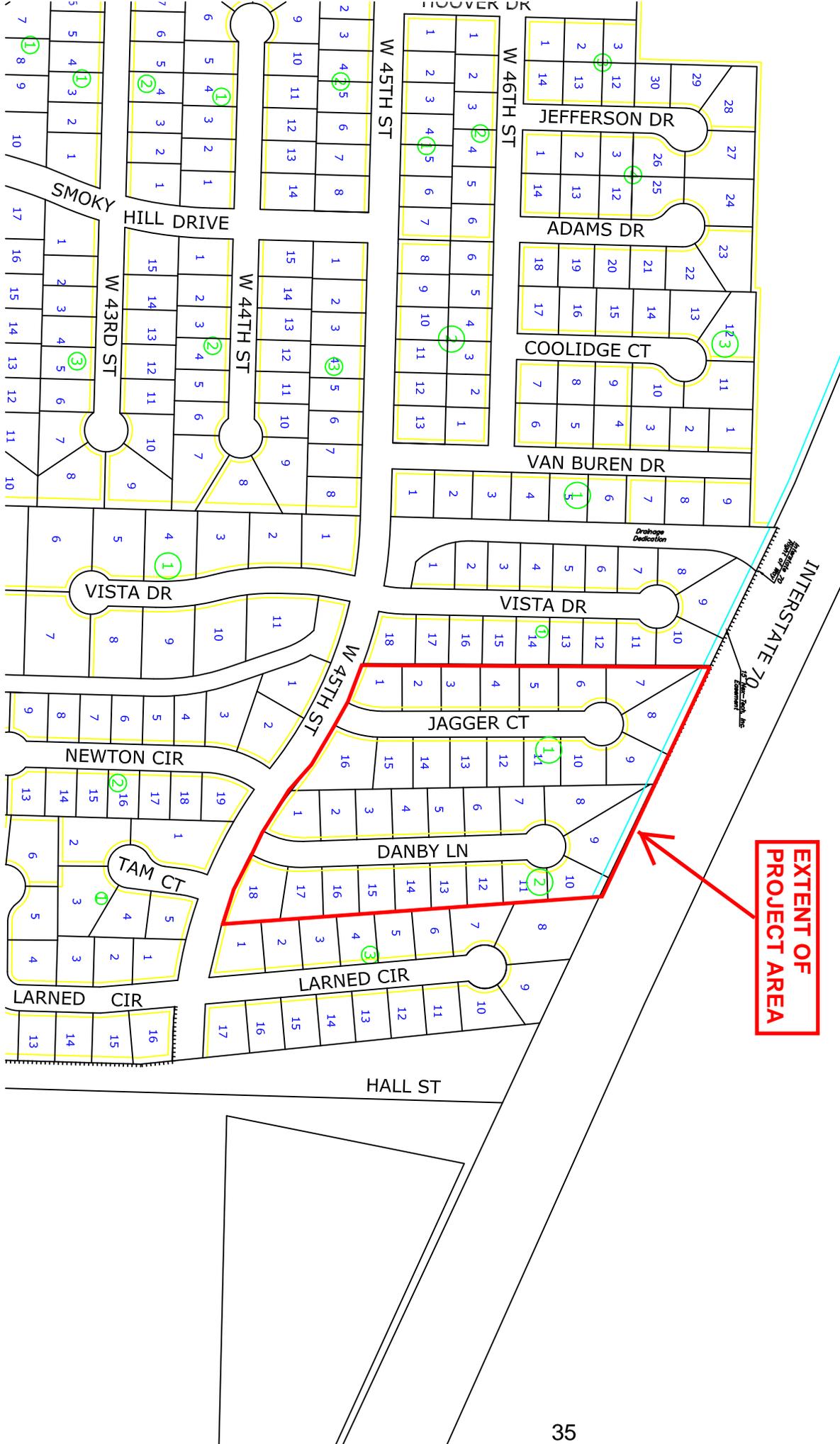
Hays City Clerk Mayor

ATTEST: WESTERN PLAINS SERVICE CORPORATION

By _____
Title _____

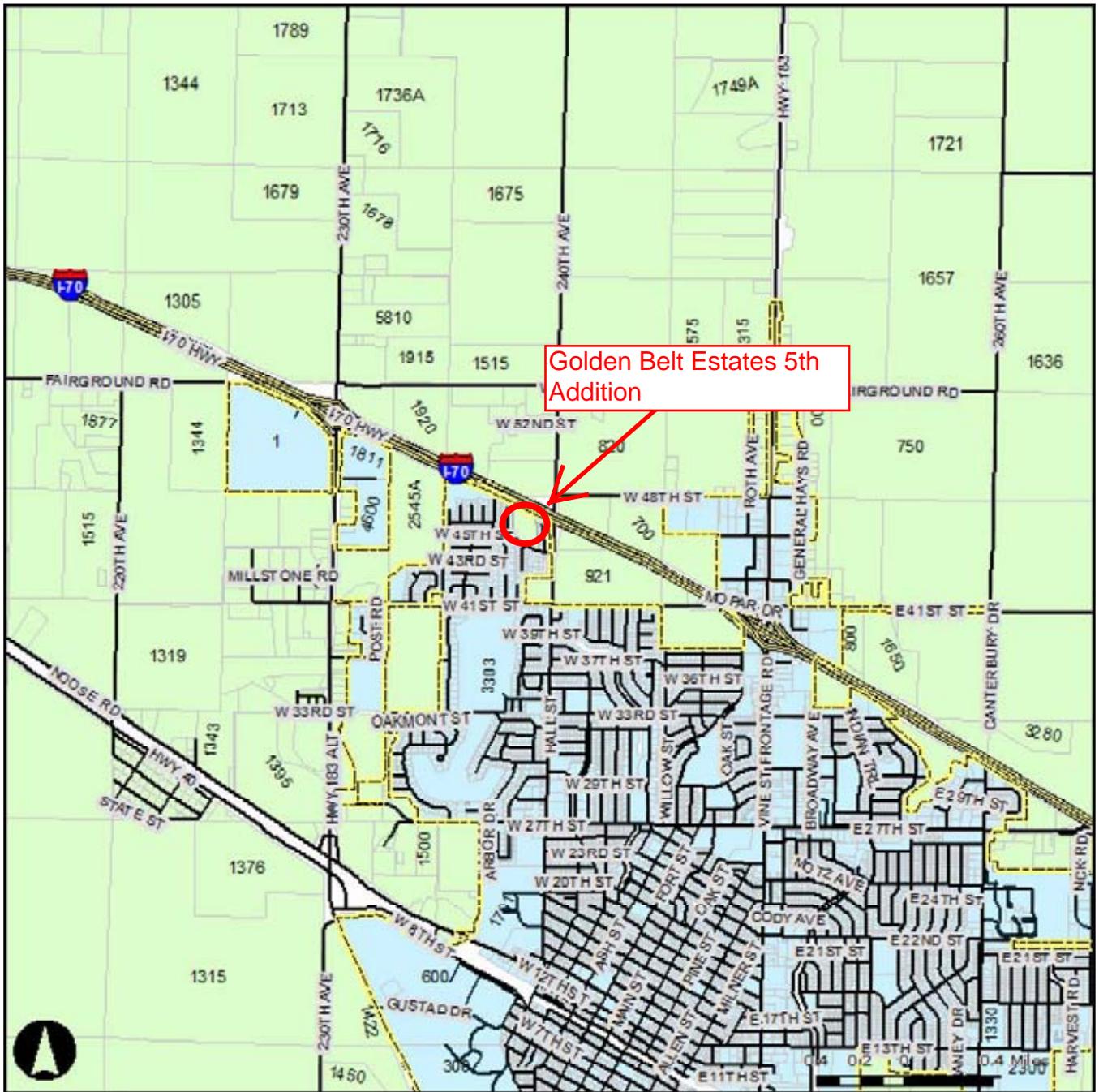
ATTEST: RUDER ENGINEERING & SURVEYING, LLC

Harvey Ruder, PE, RLS



EXTENT OF PROJECT AREA

Golden Belt Est. 5th



Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: November 21, 2013

Subject: Public Works Remodel - Award of Bid

Person(s) Toby Dougherty, City Manager

Responsible: I.D. Creech, Director of Public Works

Summary

Bids have been received for the remodel of the Public Works Building. The low bid is from Paul-Wertenberger Construction, Inc. in the amount of \$58,800. The Phase II remodel will complete the remodel of Public Works. It will provide space for Stormwater and Water Conservation as well as a break room and conference room. Completion of the Phase II remodel is key to meeting the long term operational goals and space needs of both the Public Works and Utilities Departments. Phase I was completed in-house earlier this year.

Staff recommends accepting the low bid and authorizing the construction to begin. The project would be funded out of the Projects line item of the Public Works General Administration Fund, the Stormwater Fund, and Water Conservation Fund.

Background

Since 2008 city staff has attempted to find the most comprehensive and economical solution to address space needs for the Public Works and Utilities departments. Adequate space is needed for Public Works and Utilities administration. The Public Works Facility needed reconfiguring to provide for better public access as well as improved break and conference facilities. Space was needed for Stormwater and Water Conservation staff that allowed for public access. And lastly space was needed for the Utilities Maintenance Division which is currently housed in the Public Works Facility.

City Staff evaluated several options that included:

- Construction of a new facility that would house all administrative functions as well as Utilities Maintenance. This option was dismissed as too expensive.
- Remodeling and expanding the water treatment facility to provide space for Utilities Administration, Stormwater, and Water Conservation as well as allowing for access by the public. This option was dismissed as too expensive.

- Creation of a large Utilities maintenance facility on the former Dow Chemical property. Staff felt this option was too expensive. However, staff will be recommending a smaller facility on the property.

Discussion

The 2013 budget include \$91,250 to make improvement to the Public Works facility. In 2013 city crews completed Phase I improvement in house. Phase I improvements created additional office space, provided for improved public access to the facility, and allowed for better utilization of administrative staff. After completion of Phase I, \$45,000 is remaining in the project budget.

After further evaluation, the most economical solution that addresses long-term space needs for Public Works and Utilities involves:

- Keeping Stormwater and Water Conservation in the Public Works Building facility.
- Keeping Utilities Administration in Water Treatment Plant Facility.
- Moving Utilities Maintenance out of Public Works Building (currently underway).
 - Utilizing rehabilitated buildings on Dow Property Site (currently underway).
 - Construct new “Parks-like” metal building for vehicle and equipment storage on Dow Property Site (to be brought to Commission later this winter).

This solution gives Public Works more space and creates the opportunity to keep Stormwater and Water Conservation in Public Works Building where access by the public is better.

Phase II includes converting approximately 650 SF of storage space to finished space, and renovating an additional 450 SF of existing office to accommodate the changing needs of the Departments. Work involves installation of new HVAC for the converted storage space, cutting two openings through masonry walls in the old part of the building, and finishing out renovated areas. The attached Request for Bids details the work to be accomplished and a diagram showing the final proposed configuration of Public Works Building follows the RFB.

Bids from two local contractors (Paul-Wertenberger and Commercial Builders) were opened on November 6, 2013, with the low bid coming from Paul-Wertenberger Construction in the amount of \$58,800. Commercial Builder’s bid was \$59,478, and staff’s estimate of cost was \$60,000. Both bids were reviewed and determined to be good and valid bids.

Paul-Wertenberger Construction’s bid included a start date of December 2, 2013, with completion by January 10, 2014.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The 2013 Budget included \$91,250 in the Projects line item of the Public Works General Administration Budget for the remodeling of the Public Works Building. Work already accomplished amounted to \$46,485 leaving \$44,765 remaining.

To fund the \$58,800 low bid, staff recommends splitting the cost equally among the Public Works General Administration Fund, Stormwater, and Water Conservation - \$19,600 each.

Options

The Commission has the following options:

Option 1: Accept the bid from Paul-Wertenberger Construction in the amount of \$58,800.

Option 2: Provide alternate direction to staff.

Option 3: Do nothing.

Recommendation

City staff recommends proceeding with Option 1.

Action Requested

Consider accepting the bid from Paul-Wertenberger Construction in the amount of \$58,800 to be funded in equal proportions from Public Works General Administration, Stormwater, and Water Conservation Funds.

Supporting Documentation

Final Proposed layout of Public Works Building

Photos of the area to be remodeled

Request for Bids

PUBLIC WORKS BUILDING REMODEL PHASES







TIMESHEETS
NEED TO BE
COMPLETED BY
THE END OF THE
DAY ON FRIDAY!!!



City of Hays
Request for Proposals

COH Project 2012-14
Public Works Building Remodel

Date of Issue: October 15, 2013

Pre-proposal Conference (MANDATORY) October 28, 2103

Proposal Due Date November 6, 2013

Tentative City Commission Approval: November 26, 2013

Table of Contents

1. INTRODUCTION.....	3
2. RULES OF PREPARATION.....	3
3. INQUIRIES	3
4. SUBMISSION OF PROPOSALS	4
5. NOTIFICATION OF WITHDRAWAL OF PROPOSAL	4
6. MINIMUM SPECIFICATIONS/SCOPE OF SERVICES	4
7. CONTRACTUAL OBLIGATIONS	4
8. RIGHT OF THE CITY OF HAYS TO REJECT PROPOSALS.....	5
9. EVALUATIONS	5
10. NON-LIMITATIONS TO RFP.....	5
11. PRE-PROPOSAL CONFERENCE.....	5
12. INTERPRETATIONS AND ADDENDA.....	5
13. PROJECTED SCHEDULE OF EVENTS	6
14. PROPOSAL RESPONSE FORMAT	6
15. CONFIDENTIALITY OF DOCUMENTS	6
16. LEGAL NOTICE.....	6
EXHIBIT A (LOCATION MAPS)	9
EXHIBIT B (PROJECT SCOPE).....	
EXHIBIT C (PROPOSAL FORM)	

1. Introduction

The City of Hays Public Works Department is remodeling administrative office space and is requesting proposals for the remodel of approximately 1100 SF of office space in the existing Public Work Building at 1002 Vine Street in Hays, Kansas.

Work includes: installation of new HVAC system for approximately 655 SF of previously unconditioned space, cutting two openings through masonry walls to install 3'x7' finish opening doors, plumbing for break room sink, janitor sink, ice machine and coffee maker, all required electrical improvements, conduit and boxes for telecomm (telecom wiring by others), rough framing, insulation, sheet rock, mud and tape, painting, finish carpentry, lighting, suspended ceiling, floor covering, and any other improvements necessary to complete the job ready for occupancy. All material is to be installed complete and ready for use. Price is to include demolition, removal and disposal of demolition, and any prep work necessary. Work shall be accomplished in phases to accommodate the remodeling of spaces and the relocation of office furnishings and personnel.

This written Request for Proposal (RFP) states the scope of the City of Hays requirements and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm can best satisfy the requirements of the City of Hays. The City of Hays shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the City of Hays.

2. Rules of Preparation

The submitted proposals must follow the rules and the format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

3. Inquiries

The Public Works Department of the City of Hays has prepared this RFP and has designated the Assistant Director of Public Works, John Braun, as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to:

John Braun, Assistant Director of Public Works
City of Hays Public Works Department
1002 Vine Street
Hays, Kansas 67601
(785) 628-7350 office
(785) 628-7352 fax
johnbraun@haysusa.com

To ensure a timely response, questions requiring a response should be faxed or e-mailed to the Project Manager at the specified number or address above.

No questions or inquiries will be accepted after noon on November 1, 2103. If necessary, the City will issue a revision to the RFP by noon on November 4, 2013.

4. Submission of Proposals

Please prepare and submit two (2) copies of the proposal. Completed proposals should be sealed and clearly marked "RFP for Public Works Remodel" and be submitted no later than **3:00 P.M. November 6, 2013, to the City Clerk, 1507 Main Street, PO Box 490, Hays, KS 67601.**

Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm. Responses will be evaluated objectively based on the firm's responses to the RFP.

The City of Hays will not pay costs incurred in the proposal preparation including the costs for printing, mailing, etc. All costs for the preparation of the proposal shall be borne by the proposing firm.

5. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Hays after the proposal submission deadline.

6. Minimum Specifications/Scope of Services

Proposals should address all services necessary to complete the project. Services required include, but may not be limited to the Items of Work detailed in **Exhibit B**.

List in detail how you propose to provide the services along with the maximum dollar amount to provide such services.

For the purpose of evaluating proposals, the Consultant shall complete and sign the proposal sheet in **Exhibit C**.

All work shall be in conformance with the 2006 International Building Code.

7. Contractual Obligations

The successful contractor will be required to accept a Purchase Order from the City of Hays in which the contractor will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Bid - The proposal submitted in response to this RFP will be incorporated as part of the Contract for Delivery.

Indemnification and Insurance - The successful firm(s) shall indemnify and hold the City of Hays and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk's office within four weeks of the signing of the contract by both parties.

- a. General Liability Insurance, with a combined single limit of \$100,000 for each occurrence and \$200,000 in the aggregate
- b. Automobile Liability Insurance – per law.
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence

The successful firm shall require all of its subcontractors to maintain the same level of insurance listed above.

Selection – Timeliness of Completion is important on this project. A contractor proposing an earlier completion date may take preference over the lowest bidder. The final award is subject to the approval of the Hays City Commission.

8. Right of the City of Hays to Reject Proposals

The City of Hays reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the City of Hays may deem necessary in its best interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

9. Evaluations

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Hays. Earlier completion date may take preference over low bid, but not necessarily.

10. Non-limitations to RFP

The format of the RFP must be followed and all requested information must be submitted as indicated; however, the City of Hays is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP terms and conditions must be included in writing in the proposal.

11. Pre-proposal Conference

The City will hold pre-proposal conferences on **October 28, 2013 at 1:00 p.m.** at the City of Hays Public Works Department located at 1002 Vine Street, Hays, Kansas. **Attendance is mandatory. Proposals will not be accepted from firms not represented at the scheduled pre-proposal conference.**

12. Interpretations and addenda

No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Hays unless repeated in writing and distributed as an addendum by the City of Hays. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

13. Projected Schedule of Events

Release of RFP Document	<u>10/15/2013</u>
Pre-proposal Conference (Mandatory)	<u>10/28/2013</u>
Last day to submit proposals	<u>11/06/2013</u>
Staff recommendation to City Commission	<u>11/26/2013</u>
Tentative Notice to Proceed	<u>12/2/2013</u>

14. Proposal Response Format

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Expensive bindings, promotional material, etc., are not necessary or desired.

Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The bid shall include, as a minimum:

1. Fee/Cost Proposal: Lump Sum to provide all services complete with start and completion dates.
2. Qualifications/Experience: Provide a list of similar projects your company has completed
3. References (3 minimum)
4. Detailed Scope of Work
5. Proof of Contractor Licensure
6. Proof of Insurance

15. Confidentiality of Documents

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by City of Hays. The RFP is not intended to elicit proprietary information from the firm. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Hays to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

16. Legal Notice

Required Contractual Provisions

Unless specifically waived in its request for bids or request for proposals, or included as alternate provisions to be bid or proposed, the City of Hays, Kansas, shall not award contracts nor let bids to individuals or entities unless the vendor, contractor or individual agrees to indemnify and hold the City of Hays, Kansas, harmless from any and all losses, damages or expenses of any kind arising out of any and all claims, demands, or causes of action initiated against the City of Hays,

Kansas, by competing entities bidding on the project which is the subject of the contract.

Prohibited Contractual Provisions.

Unless specifically waived in its request for bids or request for proposals, or included as alternate provisions to be bid or proposed, the City of Hays, Kansas, shall not award contracts nor let bids to individuals or entities which attempt to do any of the following or include any of the following in the proposed contract:

- 1) Any diminishment of the common law or statutory standard of care, limitation of liability, or other attempt to reduce responsibility for mistake, error, or negligence of any type on the part of the vendor, contractor or individual.
- 2) Attempts to limit liability for breach of contract or negligent performance to the amount of the payment to the contractor by the city.
- 3) Attempt to claim ownership of intellectual property created during the performance of the contract with the city.
- 4) Arbitration agreements.
- 5) Provision for damages for breach by owner contrary to common law or statute including, but not limited to, any attempt to provide for attorney fees as part of recoverable damages.
- 6) Attempt to designate any forum or venue for resolution of disputes other than Ellis County District Court, Kansas.
- 7) Any other attempted reallocation of risk contrary to common law or statute.
- 8) Any attempt to eliminate the city's ability to collect consequential, exemplary or punitive damages, or any other measure of damages permitted by law, in an action against the vendor, contractor or individual for breach of contract.

Prohibited Acts.

Unless specifically permitted to do so by the request for bids or request for proposals, no vendor, contractor or individual submitting proposals or bids to the City of Hays, Kansas, shall attempt to insert any of the contractual provisions prohibited by Section 2-577 into any contracts or agreements proposed to the City of Hays, Kansas.

Penalty for Violation of Article.

Any vendor, contractor or individual who, without the express permission of the City Manager of the City of Hays, Kansas, proposes to enter into or enters into a contract with the City of Hays, Kansas, which omits any of the contract provisions required by Section 2-576 of this article or contains any of the contract provisions barred by Section 2-577 of this article, may be found by the City Manager of the City of Hays, Kansas, to be in violation of this article and

vendors, contractors or individuals found to be in violation of this article may be barred from bidding on future contracts with the City of Hays, Kansas.

Conflict Between Article and Contract

To the extent any contract entered into by or on behalf of the City of Hays, Kansas omits any of the contract provisions required by Section 2-576 of this article, the article will prevail and the required contract provisions will be read into the contract. To the extent any contract entered into by or on behalf of the City of Hays, Kansas contains any of the contract provisions barred by Section 2-577 of this article, the article will prevail and the offending provisions shall be null and void and shall be unenforceable as to the City of Hays, Kansas.

The City of Hays expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Hays shall be subject to and required to comply with all applicable City, State and Federal provisions.

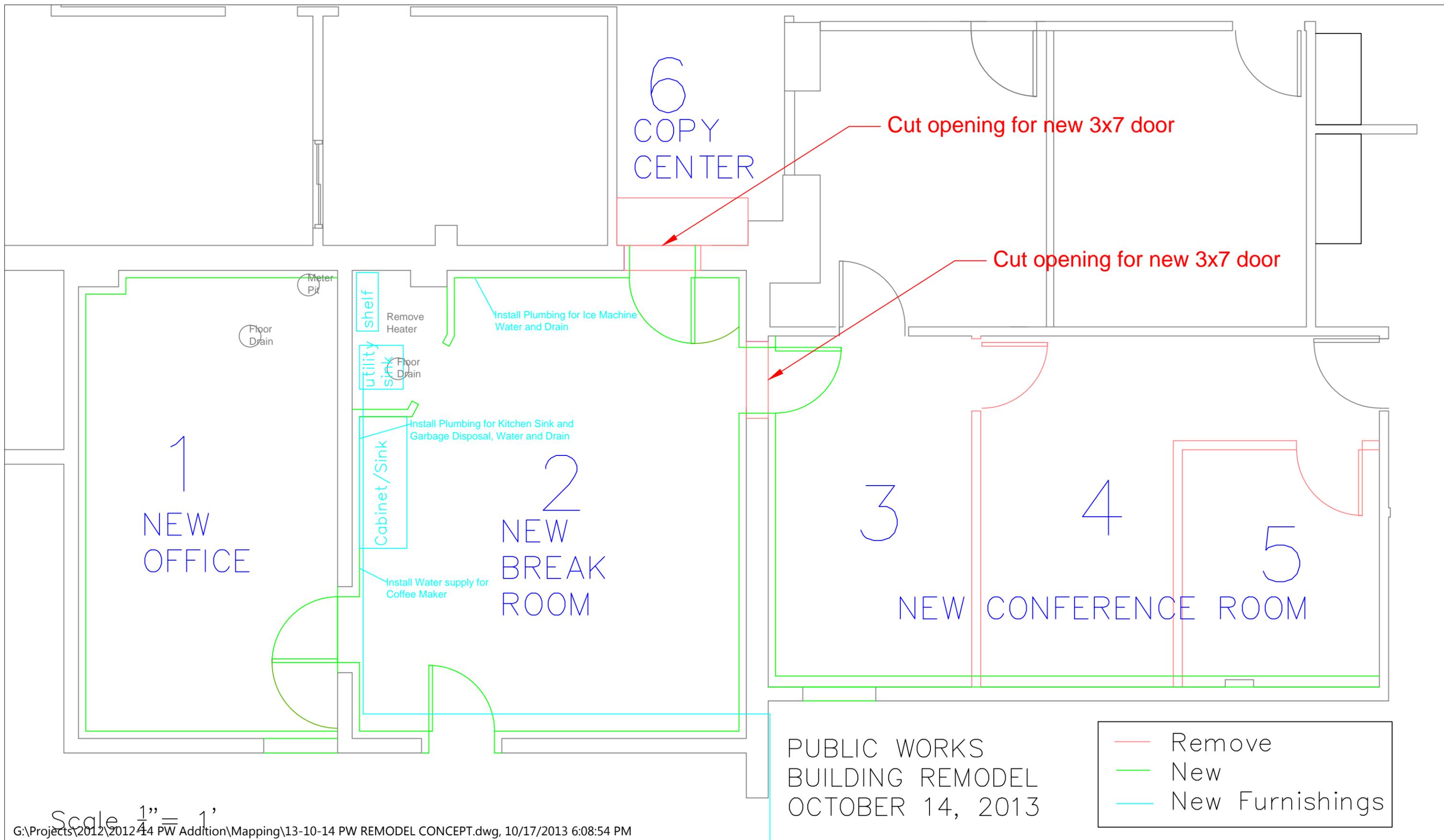
The City of Hays has an affirmative action program. Any firm will be required to include the following statement in any contract with the City of Hays:

"Contractor shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. Contractor shall comply with all requirements of the City of Hays pertaining to affirmative action with regard to employment while this Agreement is in effect."

At any time, the City may elect to abandon the project. At that time, the contractor would be compensated for all items previously completed.

Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of the City of Hays.

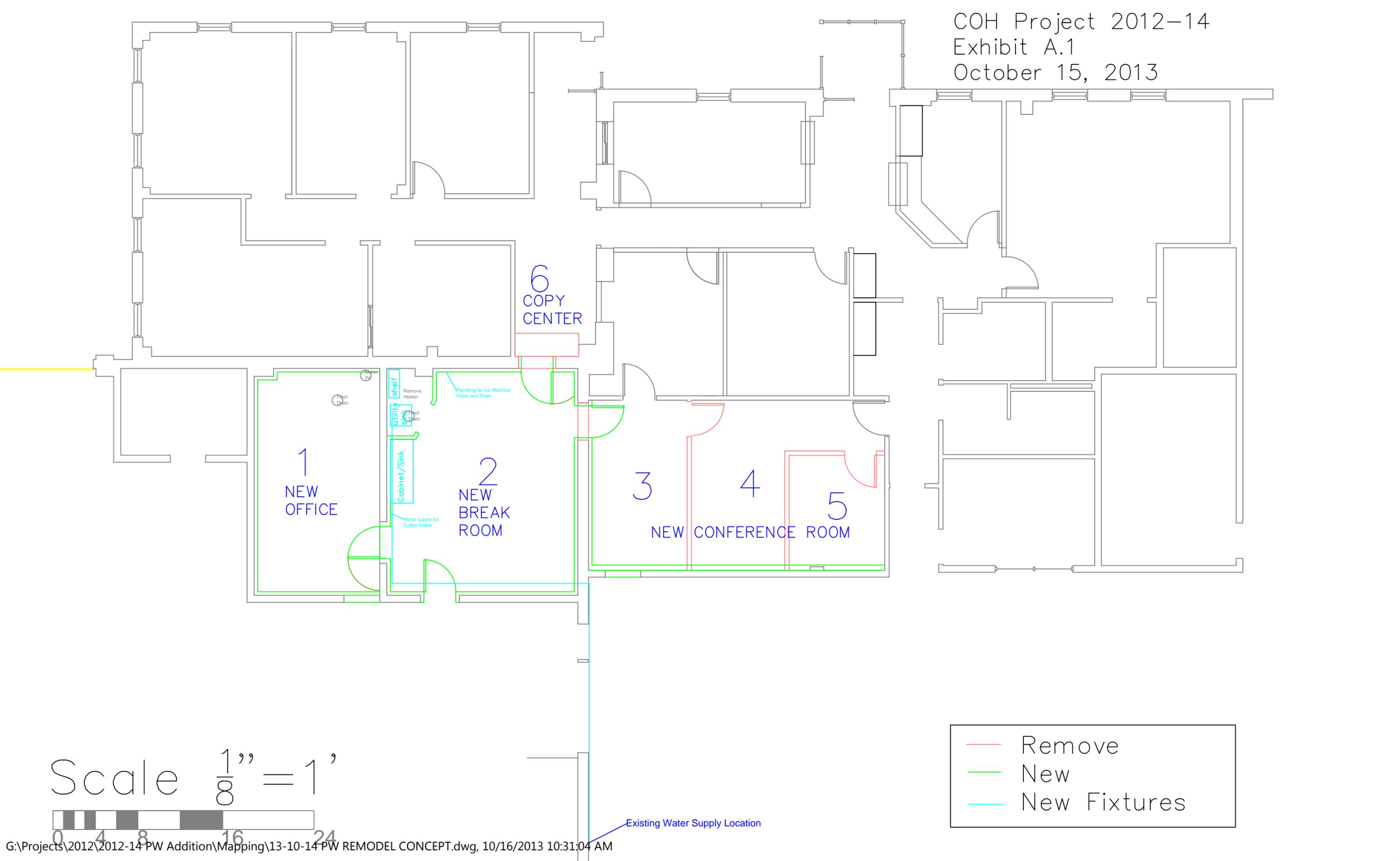
Exhibit A



Scale 1" = 1'
 G:\Projects\2012\2012-14 PW Addition\Mapping\13-10-14 PW REMODEL CONCEPT.dwg, 10/17/2013 6:08:54 PM

PUBLIC WORKS
 BUILDING REMODEL
 OCTOBER 14, 2013

- Remove
- New
- New Furnishings



Scale $\frac{1}{8}'' = 1'$



- Remove
- New
- New Fixtures

Exhibit B

PROJECT SCOPE

City of Hays Project 2012-14
PW Building Remodel
Items of Work

Room #	New Use (old use)	Comments
1 Service Division Supervisor/Foreman Offices (Parts Room)		
1.1	Install HVAC	Heating and Air conditioning for 655 SF
1.2	Plug floor drain and level floor	
1.3	blank	
1.4	Close South Door Opening	
1.5	Fur out walls	
1.6	Electrical - customary 110V outlets for office space	approximately 4 outlets
1.7	Tele/Comm - install conduits and boxes - two drops	Wires and finish by others.
1.8	install new door between rooms 1 and 2	
1.9	insulate, sheet rock, mud, tape and paint walls	
1.10	install new lights	2x4 T-8 Florescents
1.11	hang new ceiling	2x2 suspended to match rest of building
1.12	lay floor tile and base trim	match existing
2 Break Room (Parts Room)		
2.1	Install HVAC	Same as 1.1
2.1.1	Remove existing heater, gas line and heater vent	related to 1.3
2.2	Cut 2 openings to Rooms 3 and 6	Engineered Stamped Drawings will be provided
2.3	Frame openings and install doors	
	Relocate door from room 4 to room 3	
	Relocate door from room 5 to room 6	
2.4	remove door on south wall and replace with door from Room 3	
2.5	Modify floor drain to accept waste water	
2.6	Run water service from service bay area	
2.7	Plumb for Kitchen sink, ice machine and janitor sink	
2.7.1	Install hot water heater for kitchen sink and janitor sink	
2.8	Fur out walls	
2.9	Electrical - customary 110V outlets for break room and appliances	approximately 8 outlets
2.10	Tele/Comm - install conduits and boxes - two drops	Wires and finish by others.

2.11	insulate, sheet rock, mud, tape and paint walls	
2.12	new lights	2x4 T-8 Florescents
2.13	hang new ceiling	2x2 suspended to match rest of building
2.14	lay floor tile and base trim	match existing
2.15	Cabinetry	72" base and wall cabinet
2.16	Finish Plumbing kitchen sink, janitor sink, ice machine	

3 Conference Room (Multi-purpose Area)

3.1	Remove Pigeon Holes and relocate to Old Break Room	By City
3.2	Remove other furnishings and store temporarily	By City
3.3	Remove South door and install in Room 2	See 2.4
3.4	Close South Door Opening	
3.5	Remove Existing ceiling and lights	
3.6	Demolish east wall	

4 Conference Room (Service Division Offices)

4.1	Relocate office furnishings to Room 1	By City
4.2	Remove door and relocated to between 2 and 3	
4.3	Remove existing ceiling and lights	
4.4	Demolish west wall	

5 Conference Room (Storage closet/office)

5.1	temporarily store furnishings	By City
5.2	Remove door and relocate to between 2 and 6	
5.3	Demolish partition walls	
5.4	remove existing ceiling and lights	
5.5	Fur out south and west walls of 3, 4 & 5	
5.6	Electrical - customary 110V outlets for conf room	reuse 5 existing and add 3 new outlets
5.7	Tele/Comm - install conduits and boxes - one new drop	Wires and finish by others.
5.8	install mounting backing for large TV	
5.9	insulate, sheet rock, mud and tape south and west walls	
5.10	Paint all walls	
5.11	New lights	2x4 T-8 Florescents
5.12	hang ceiling	Reuse existing if possible

5.13	prep floor, install carpet and base trim	
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6 Copy Center/Hall (Copy Room)

6.1	Remove cabinetry	
6.2	touch up sheet rock and repaint as necessary	
6.3	extend floor tile to and through new opening	
6.4	base trim as required	

PROPOSAL
COH PROJECT NO. 2012-14
PW Building Remodel

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:

2. The undersigned, in compliance with your Request for Proposals (RFP), dated October 15, 2013, hereby proposes to do the work called for in said RFP at the following price:

Total Dollars (\$ _____)

3. The Undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe specified below; and that he/she shall pay liquidated damages in the amount of Two Hundred Dollars (\$200) for each calendar day, that the work remains uncompleted after expiration of Contract time.

Start Date: _____

Completion Date: _____

Required Documents Attached (Yes / No)

<i>Proof of Qualifications/Experience</i>	_____
<i>References -</i>	_____
<i>Detailed Scope of Work -</i>	_____
<i>Proof of Insurance</i>	_____
<i>Proof of licensure</i>	_____
Acknowledgement of Addenda/Revisions (If Any # ____, # ____, # ____)	_____

List of exceptions to the scope of services:

Dated this _____ day of _____, 2013.

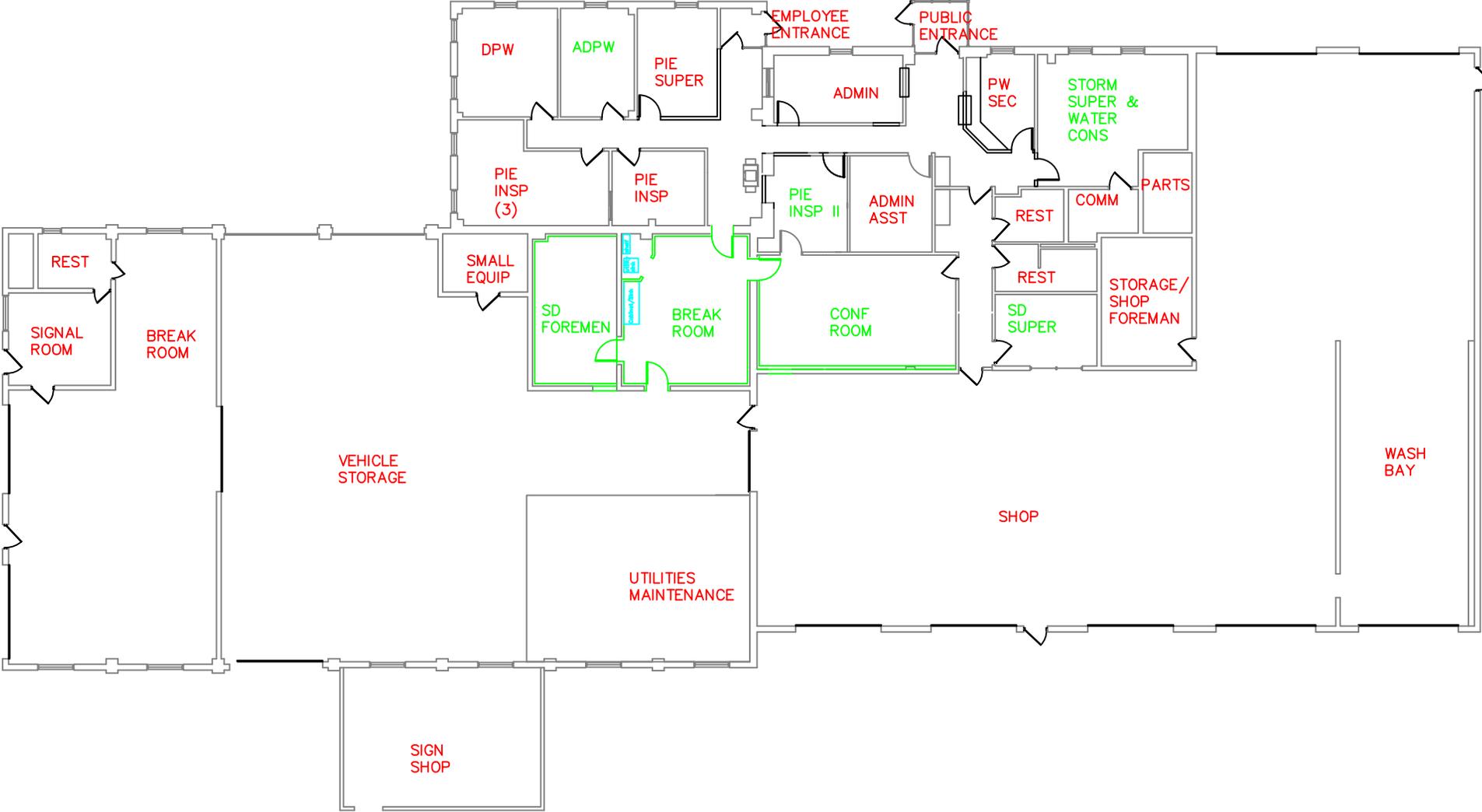
Signature of Proposer

By

Title

Company Name

PUBLIC WORKS BUILDING PHASE 2



Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: November 21, 2013

Subject: Environmental Assessment for Jet Service at Hays Regional Airport

Person(s) Toby Dougherty, City Manager
Responsible: I.D. Creech, Director of Public Works

Summary

The next round of Essential Air Service (EAS) bids are due to the FAA on December 2, 2013. The Hays Regional Airport anticipates EAS bids that include regional jet service. The FAA requires the performance of an Environmental Assessment for first time regularly schedule jet service. Therefore, staff solicited proposals from firms specializing in Environmental Assessments of this type. To meet the tight time schedule required, proposals are due to the City on Wednesday, November 20th, and will be presented to the City Commission at the November 21st work session. The City Commission may be asked to consider authorizing the City Manager to enter an agreement with the selected firm to perform an Environment Assessment for First Time Scheduled Jet Service.

Background

The Hays Regional Airport's commercial service is subsidized under the US Department of Transportation Essential Air Service (EAS) Program and currently provided by Great Lakes Airlines consisting of 32 flights per week to and from Denver utilizing 19 passenger Beach 1900 Turboprop aircraft. EAS contracts are for a two year period and the next round of EAS bids for Hays are due December 2, 2013 with the new contract to begin in April 2014. The City of Hays anticipates bids that may involve turbojet aircraft (regional jet service), which would trigger the need for an environmental assessment for first time jet service.

Federal Regulation (Paragraph 401.1(3) of FAA Order 1050.1E change 1, Environmental Impacts: Policies and Procedures) requires the EA to be performed prior to beginning jet operations. Since the EA will take at least 5-6 months to complete, it is imperative to begin the EA as soon as possible to minimize the delay in jet service should the EAS process result in a turbojet aircraft.

Discussion

Based on the possibility of regional jet service as a result of the next round of EAS bids, staff has solicited proposals from airport consulting firms to perform an Environmental Assessment (EA) for first time scheduled service with turbojet aircraft. Proposals are due to the City on Wednesday, November 20th and will be presented to the City Commission at the November 21st Work Session.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The cost of the Environmental Assessment was not anticipated or included in the 2013 budget.

Options

The Commission has the following options:

Option 1: Authorize the City Manager to enter an agreement with the selected firm.

Option 2: Provide alternate direction to staff.

Recommendation

To be provided after receipt of proposals.

Action Requested

The City Commission may be asked to consider authorizing the City Manager to enter an agreement with the selected firm to perform an Environment Assessment for First Time Scheduled Jet Service.

Supporting Documentation

EA proposals to be provided at November 21st Work Session.